

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

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-05-R-0323	6. SOLICITATION ISSUE DATE 05/02/2005
-----------------	--	-------------------------	-----------------	--	--

7. FOR SOLICITATION INFORMATION CALL:	a. NAME James T. Smith - DSCP/FTAAW	b. TELEPHONE NUMBER (No collect calls) 215-737-8041	8. OFFER DUE DATE/ LOCAL TIME 06/17/05 3:00 pm
---------------------------------------	--	--	---

9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence - Building # 6C 700 Robbins Ave. Philadelphia, PA. 19111-5092 Contracting Officer: William C. Smith 215-737-4298	CODE SPM300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS N/A
---	----------------	---	--	---------------------------

15. DELIVER TO See Schedule	CODE	16. ADMINISTERED BY 	CODE
--------------------------------	------	-----------------------------	------

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS Columbus Center DFAS - BVD (SL4701) P.O. Box 369031 Columbus, OH. 43218	CODE S33150
---------------------------------	---------------	---	----------------

TELEPHONE NO.	<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
---------------	---	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Subsistence Prime Vendor support for Military and Non-Military customers located in Salt Lake City, Utah and surrounding areas. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

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

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	---

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

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) William C. Smith	31c. DATE SIGNED
---	------------------	--	------------------

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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 (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

CONTINUATION OF THE BLOCKS ON PAGE 1(SF 1449)

Block 8 (Continued):

Offer due date/local time: **June 17, 2005 @ 3:00 p.m. Local Philadelphia Time**

Block 9 (Continued):

- Send **Mailed Offer** to:
 Defense Logistics Agency
 Defense Supply Center Philadelphia
 Post Office Box 56667
 Philadelphia, PA 19111-6667
- Deliver **Hand-carried** 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 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.

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

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service “hand-carries” the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time.

- Transmit Facsimile Revisions to Offers To: 215-737-9300, 9301, 9302, or 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE

Block 17a. (Continued):

Offerors: Specify your fax number(s): _____
 Specify your email addresses: _____
 DUNS Number: _____

TABLE OF CONTENTS**SUPPLIES / SERVICES AND PRICES**

1.	General Information	Page 10
2.	Current Customers	Pages 10
3.	Items	Page 11
4.	Pricing	Pages 11-12
5.	Categories of Items	Pages 12-14
6.	Backup Prime Vendors	Page 14
7.	Award Details	Page 14
8.	Estimated Value (Min/Max)	Page 14
9.	Options	Page 14
10.	Non-Competition	Page 15
11.	Catalog	Page 15
12.	Fresh Fruit & Vegetables	Page 15
13.	Market Ready Items	Page 15
14.	Related & Mandatory Non-Food Items	Page 15-16
15.	Mandatory Items - Food	Page 16-17
16.	Rebates/Discounts	Page 17
17.	National Allowance Program	Page 17-18
18.	Food Shows	Page 19
19.	Customer Service	Page 20
20.	Customer Support	Page 20
21.	New Items	Page 20-21
22.	Recall Procedures	Page 21
23.	Additional Customers	Page 21
24.	Breaking Cases	Page 21
25.	Central Contracts	Page 22

DESCRIPTIONS/SPECIFICATIONS

1.	Defense Appropriation Act	Pages 22-23
2.	Ordering System/EDI Information	Pages 23-24
3.	Order Placement	Page 24
4.	Force Protection	Page 24-25
5.	Product Quality	Pages 25
6.	Quality Program	Pages 26
7.	Warehouse and Sanitation/Stored Products	
	Pest Management Program	Page 26
8.	Product Sanitation Approved Source Requirements	Page 27
9.	Contractor Product Descriptions	Page 27
10.	Prime Vendor Quality Food Audits	Pages 28-29

DESCRIPTIONS/SPECIFICATIONS (CONT'D)

- | | | |
|-----|---|---------|
| 11. | Juice & Drink Dispensers/
and Soft Serve/Yogurt Machines | Page 29 |
| 12. | Cereal Dispensers | Page 29 |
| 13. | Brand Name Items | Page 30 |

PACKAGING AND MARKING

- | | | |
|----|---------------------------------|---------|
| 1. | Packaging, Packing and Labeling | Page 30 |
| 2. | Markings | Page 31 |

INSPECTION AND ACCEPTANCE

- | | | |
|----|---|-------------|
| 1. | Inspection and Acceptance | Page 31 |
| 2. | Warranties | Page 31 |
| 3. | Acceptance Requirements for
Frozen Items | Page 32 |
| 4. | Rejection Procedures | Pages 32-33 |

DELIVERIES AND PERFORMANCE

- | | | |
|-----|---|-------------|
| 1. | Effective Period and Terms of Indefinite
Quantity Contract | Page 33 |
| 2. | Item Availability | Page 33 |
| 3. | Delivery Instructions | Page 33-34 |
| 4. | Points of Delivery | Pages 34-36 |
| 5. | Fill-rate/Substitutions | Page 36 |
| 6. | Holidays | Page 36-37 |
| 7. | Surge/Mobilization | Pages 37-38 |
| 8. | Emergency Orders | Page 38 |
| 9. | Authorized Returns | Page 38 |
| 10. | Short Shipments | Page 38 |

CONTRACT ADMINISTRATION DATA

- | | | |
|----|-----------------------|-------------|
| 1. | Contracting Authority | Page 38 |
| 2. | Invoicing | Pages 38-40 |
| 3. | Payments | Page 40-41 |
| 4. | Administration | Page 41 |

SPECIAL CONTRACT REQUIREMENTS

- | | | |
|----|---------------------|-------------|
| 1. | Notice to Offerors | Page 42 |
| 2. | Management Reports | Pages 42-46 |
| 3. | Catalog Order Guide | Page 46 |

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

- ___ 1. Fill in Block 17a of 1449?
- ___ 2. Indicate remittance address, if different, in offer?
- ___ 3. Sign in Block 30a, name in Block 30 b, and date in Block 30c?
- ___ 4. Sign and return page 1 of any/all amendments?
- ___ 5. Return one (1) complete copy of the solicitation?
- ___ 6. Prepare and return 5 copies of your Technical Proposal and 3 copies of your Business Proposal (to include the Small business Factors and the Pricing Portion)?
- ___ 7. Submit copies of technical descriptions for every item listed in the market basket that is not an identical match?
- ___ 8. Submit manufacturer's invoices for every item listed in the solicitation? *Note:* A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal.
- ___ 9. Submit the Pricing portion of the Business Proposal on a spreadsheet and a virus free disk in accordance with the solicitation requirements containing base year and option year pricing?
- ___ 10. Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such. .
- ___ 11. 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?

***CONTRACT CLAUSES, REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS***

Contract Clauses:

52.212-4	Contract Terms and Conditions- Commercial Items	Pages 47-52
52.212-4	Addendum	Pages 53-57
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items	Pages 58-61
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	Pages 62-63
52.212-9000	Changes – Military Readiness	Page 64
52.209-9P04	Certification or Disclosure of Debarred or Suspended Subcontractors, Suppliers or Individuals	Page 65

Additional Clauses in Full Text:

52.211-9P36	FDA Compliance	Page 66
52.215-9006	Javits-Wagner-O’Day Act Entity Support - Contractor Reporting	Page 66
52.216-9P04	Responsibility for Administration of Delivery Order(s)	Pages 66-67
52.217-9P12	Option for Indefinite-Delivery, Indefinite Quantity Contract Term Extension	Pages 67-68
52.219-9003	DLA Mentoring Business Agreements (MBA) Performance	Pages 68
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises	Pages 69-70
52.246-9P29	Administrative Cost to the Government in Processing Contract Modifications	Page 71
52.246-9P31	Sanitary Conditions	Pages 71-73
52.246-9P32	Federal Food, Drug and Cosmetic Act – Wholesale Meat Act	Pages 73-74
52.252-2	Clauses Incorporated by Reference	Page 74

Additional Clauses by Reference:

52.208-9	Contractor Use of Mandatory Sources of Supply or Services	Page 75
52.219-16	Liquidated Damages-Subcontracting Plan	Page 75
52.247-34	F.O.B. Destination	Page 75

Solicitation Provisions:

52.212-1	Instructions to Offerors-Commercial Items	Pages 76-80
52.212-1	Addendum	Page 81
	Addendum Evaluation-Commercial Items	Page 81

CONTRACT CLAUSES (CONT'D)

52.212-3	Offeror Representations and Certifications - Commercial Items	Pages 82-89
252.225-7000	Attachment- Buy American Act – Balance of Payments Program Certificate	Page 90
252.212-7000	Offeror Representations and Certifications - Commercial Items	Page 91
52.211-9P38	Place of Performance	Page 92
52.215-9002	Socioeconomic Proposal	Page 92
52.215-9003	Socioeconomic Support Evaluation	Pages 92-93
52.215-9004	Javits-Wagner-O'Day Act Entity Proposal	Page 93
52.215-9005	Javits-Wagner-O'Day Act Entity Support Evaluation	Page 94
52.215-9P09	Pre-Proposal Conference	Page 94
52.217-9P13	Evaluation of Options-Source Selection for an Indefinite-Delivery, Indefinite Quantity Contract	Page 94
52.219-9002	DLA Mentoring Business Agreements (MBA) Program	Page 95
Additional Provisions in Full Text:		
52.209-9P06	Responsibility of Offeror	Page 96
52.233-9000	Agency Protests	Page 96
52.233-9001	Disputes: Agreement to Use Alternative Dispute Resolution (ADR)	Pages 96-97
52.252-1	Solicitation Provisions Incorporated by Reference	Page 97

***INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS***

1.	General Information	Pages 98-99
2.	Volume I, Technical Proposal	Pages 100
3.	Structured Plant Site Visit	Pages 100-102
4.	Volume II, Business Proposal	Page 102

SUBMISSION REQUIREMENTS

1.	Technical Proposal:	Page 103
	a. Factor I- Past Performance/Corporate Experience	Pages 103-108
	b. Factor II- Distribution System/Quality Assurance	Pages 109-111
	c. Factor III- Customer Support	Pages 112-113
2.	Business Proposal	Pages 114-124
3.	Schedule of Items	Page 117

EVALUATION FACTORS FOR AWARD

- | | |
|----------------------------------|---------------|
| 1. General | Pages 125-127 |
| 2. Technical Proposal Evaluation | Pages 127-130 |
| 3. Business Proposal Evaluation | Pages 131-133 |

-

-

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1: | National Allowance Program Agreements |
| Attachment 2: | Subcontracting Plan |
| Attachment 3: | Standard Operating Procedure For Prime Vendor System Management Visits |
| Attachment 4: | STORES EDI Information & 810 Transaction Set Current Catalog for Nevada and the Area |
| Attachment 5: | Current Prime Vendor Catalog |
| Attachment 6: | Prime Vendor Schedule of Items/ Market Basket |

SUPPLIES / SERVICES AND PRICES**1. GENERAL INFORMATION**

The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish Indefinite Quantity Contract(s) to provide subsistence products to the military and other Federally funded customers at Hill AFB and the surrounding areas in Utah. In addition to the military customers in this area, other non- Department of Defense (DOD) customers might also be supported. 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 deliveries to be scheduled by placing orders with the contractor.

All customers listed in this solicitation will be considered one zone. It is our intent to make one Prime Vendor award for this zone.

2. CURRENT CUSTOMERS

Each customer installation listed below 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 each customer, an approximate dollar value has been annotated.

<u>Installation</u>	<u>Service</u>	<u>Approximate Annual Total Purchases</u>
Hill AFB, Utah		
Hillcrest Dining Hall (FT9114)	Air Force	\$800,000.00
Fast Eddies (FT9256)	Air Force	\$20,000.00
Oasis Dining Facility (FT9257)	Air Force	\$10,000.00
Child Development Center (FT9451)	Air Force	\$125,000.00
Youth Center (FT9506)	Air Force	\$20,000.00
729 th ACS/LGCA (FT9168)	Air Force	\$4,000.00
419 MSS SVS (FT6659)	Air Force	\$1,000.00
Utah Air National Guard (FT6441)	Air Force	\$20,000.00
Utah Army National Guard (W67K2R)	Air Force	\$200,000.00
Total Estimated Annual Dollar Value		\$1,200,000.00

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

3. ITEMS

A. This solicitation is for the procurement of total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, fresh milk, fresh bread, and “branded” Bag in Box Soda. However, the government reserves the right to add these classes of food products after award. If these classes of food products are added, appropriate distribution fees will be negotiated.

4. PRICING

A. Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

Definitions:

Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government. **The price submitted can be no more than two (2) places to the right of the decimal point.**

Delivered Price - The “delivered price” is defined as the actual last invoice price of a product that the prime vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This is sometimes referred to as “landed cost”. **The price submitted can be no more than two (2) places to the right of the decimal point.**

Distribution Price - The “distribution price” is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price, other than the delivered price. The distribution price typically consists of the prime vendor’s projected general and administrative costs, overhead, packaging costs, transportation costs from the prime vendor’s distribution point, any other projected expenses associated with the prime vendor function, and anticipated profit. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This 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 or beverage item. **The price submitted can be no more than two (2) places to the right of the decimal point.** This dollar amount shall remain constant for the first year of the contract.

B. All of the customers listed on this solicitation will be utilizing the Government's ordering system, STORES, (the Subsistence Total Order and Receipt Electronic System). STORES requires that pricing be fixed at the time the order is placed, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

For example: Orders placed on March 1st will be priced at time of order, if the delivery is required between March 2nd and March 7th, inclusive. If delivery is not required until March 8th or after, the order will be priced with those prices in effect at the time of delivery.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

C. Vendors may change prices in their STORES Vendor Item Catalog WEEKLY. **The submissions are to be made by THURSDAY**, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI

Transaction Set. This transmission must be received by **THURSDAY, 2:00 PM Philadelphia time**. See Attachment entitled "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

D. Vendors may submit alternate price change submissions (832 updates). However, it should be noted that prices cannot be updated more frequently than weekly. For example, it may benefit both the offeror and the government to submit prices twice a month on Thursday's. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

5. CATEGORIES OF ITEMS

The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the **Distribution Price Category only**, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the "case", then the distribution price will be by the "case", whereas if you sell the product by the pound or by the each, the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$10.50. Offerors must utilize the Government's food category listing below. Deviations to the list as stated below will not be accepted. 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.

1. Beef - Raw, Steaks (Solid Muscle) and Primal Steak Cuts (Tenders, Strip Loin, Ribeye, Short Loin)
2. Beef - Raw, Roasts (i.e. Steamship, Knuckles, chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat
3. Beef - Patties, Ground, Bulk
4. Beef - Precooked Products
5. Poultry - Raw, Minimally Processed Bone-In (Cut Quarters, 8-Piece Cut, Halves, Whole)
6. Poultry - Raw, Boneless, Breaded or Unbreaded Processed
7. Poultry - Precooked Products
8. Pork - Raw, Whole Loins, Chops, Steaks
9. Pork - Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded Fabricated Items (i.e. Breaded Pork Steak, Pork Stew Meat), Raw Bacon
10. Pork- Precooked Products
11. Lamb, Veal, Game
12. Lamb, Veal, Game - Breaded Products
13. Shellfish - Whole Lobster, Lobster Tails, Crab Legs
14. Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crab cakes,

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

Breaded

15. Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crab cakes, Unbreaded
16. Fish - Whole or Portioned Fillets, Breaded
17. Fish - Whole or Portioned Fillets, Unbreaded
18. Bacon - Precooked
19. Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs, Corn Dogs, Pizza Toppings
20. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons
21. Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces
22. Fats and Food Oils, Butter, Margarine
23. Sandwich/Meal Kits
24. Fruits, Juices, Nectar, Vegetables - Chilled
25. Fruits, Juices, Nectar, Vegetables - Frozen
26. Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products - Can, Jar or Bottle
27. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products
28. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products; i.e. Gelatin, Puddings, Condiments and Related Products - in individual controlled size packs
29. Desserts - Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers
30. Dairy Foods - Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk - Fresh, Chilled, or Frozen
31. Fresh Processed, Prepared, Chilled Salads
32. Soups, Frozen
33. Confectionary, Candy, Nuts, Sugars
34. Cocoa, Hot Chocolate, Coffee, tea
35. Appetizers, Pizza, Pizza Crust, Desserts, Breads/Doughs, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish - Frozen
36. Entrees - Frozen
37. Entrees, Meats, Fish - Canned
38. Frozen Beverages, BIB - Requiring Dispensers
39. Beverages (Non-dispenser Type) - To include Canned Soda, Sports Drinks, Water
40. Mixes - Ice Cream/Soft Serve, Yogurt, Milk Shake
41. Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons
42. Other Grocery Items not Mentioned
43. Other Perishable (Frozen/Chill) Items Not Mentioned
44. Related Non-Food Products (FSOS)
45. MUSIC Items*
46. Mandatory Items

*NOTE: The distribution price for MUSIC items must only include those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information can be found in paragraph XII.

6. BACKUP PRIME VENDORS

The offeror(s) awarded the prime vendor contract for this area may become a potential backup supplier for other area should a prime vendor in an adjacent or nearby area, be unable to support one, some, or all of the customers in that assigned area. The Offeror's agreement to perform as a potential backup prime vendor is required. The assignment to act, as a backup to any or all customers in another area 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 area would be negotiated at that time.

7. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base year of the contract is from the placement of the first order, estimated to occur in September 5, 2005, excluding test orders, through one year thereafter.

8. ESTIMATED VALUE / GUARANTEED MINIMUM/MAXIMUM

A. The estimated dollar value of this total acquisition is \$11.5 million, inclusive of the base year plus four (4) option years.

B. The guaranteed minimum will be twenty-five percent (20%) of the estimated award dollar value per contract period. The maximum ceiling will be one hundred and fifty percent (150%) of the estimated dollar value per contract period. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This alternate ceiling shall be one hundred and seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition. The maximum ceilings are not negotiable.

9. OPTIONS

A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful prime vendor is **mandatory**. Distribution Prices must be submitted for each option year, as well as for the base term. The distribution prices for each option year shall be offered as a percentage, increase or decrease, from the base year. The Distribution prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. **Percentage changes will not be accepted.**

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

B. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus option years 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. Failure to propose an increase or decrease of distribution prices in the option years will be considered, and evaluated as a 0% change per option year.

D. Offerors are reminded, that at any point during the base year, or one of the option years that the contract reaches its maximum monetary ceiling of 150% (175% in case of surge/mobilization), the Government reserves the right to exercise the option less than one (1) year after the award date including option years.

10. NON-COMPETITION PROVISION

The offeror warrants that he 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. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to re-solicit the contract and may not exercise the option to extend the term of the contract if he/she discovers that the successful Prime Vendor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

11. CATALOG

Unless otherwise specified, items catalogued are not considered proprietary.

12. FRESH FRUIT and VEGETABLES

Customers supported under this contract are expected to receive their Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO) under a separate award.

13. MARKET READY ITEMS

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are centrally procured by DSCP and are not expected to be ordered from the Prime Vendor. It is anticipated that DSCP will enter into contracts with local suppliers for the above stated items. Local vendors will deliver these items directly to the customers.

B. If, after contract award, the ordering activities have a need for Prime Vendor deliveries of some or all of these items, the Contracting Officer and Prime Vendor will determine the availability and establish a mutually agreed upon start-up period and negotiate a distribution price for this service with the Prime Vendor.

14. RELATED NON-FOOD ITEMS AND MANDATORY NON-FOOD ITEMS

A. The Government reserves the right to incorporate into resultant contract any consumable or disposable products (related non-food items) associated with the preparation or serving of food. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies. Under Public Law 41 U.S.C. 48, the Javits-Wagner-O'Day Act (JWOD), Department of Defense customers expending appropriated funds are required to obtain certain supplies from People Who are Blind or Severely Disabled.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

Numerous cleaning and janitorial supplies commonly stocked by food distributors are identical or essentially the same as the JWOD items. These competing supplies shall not be placed on the DoD Stores catalog for sale or sold to DSCP customers. The JWOD

catalog may be located at www.jwod.gov. When a customer requests your company to catalog a non-food item for them, it is requested you use due diligence to ensure the requested item is not identical or essentially the same as a JWOD item. You can contact your DSCP Account Manager if a question arises.

B. DSCP is currently working to add Non-Food (Relating to Foodservice) items to its' Prime Vendor contracts. Upon this implementation certain items will require sourcing via NIB/NISH centers/stores. The exact items will be furnished to the Prime Vendor when the program is finalized.

A separate contract number may be utilized to accommodate orders.

15. MANDATORY ITEMS - FOOD

A. The items listed below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH) and must become part of the prime vendor's catalog. The mandatory sources now have the ability to package these items in a wide variety of sizes. The Prime Vendor must contact the mandatory sources of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source.

<u>NSN</u>	<u>ITEM</u>	<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, No.10 can	8950-01-079-6942	Garlic Powder
8920-00-823-7221	Cake Mix, Devil's Food	Various	Dining Packets
8920-00-823-7223	Cake Mix, Gingerbread		
8950-01-079-6942	Paprika, Ground		

B. List of Suppliers

1. Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:
Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 615-432-5981
Fax: 615-432-5987
2. Garlic Powder and Paprika:
Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY 14610
POC: Mr. Jack Pipes
Voice: 1-800-864-7835 X252

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

3. Dining Packets:

National Industries for the Blind
1901 N. Beauregard Street - Suite 200
Alexandria, VA 22311-1727
POC: Mary Johnson
Voice: 603-578-6512

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

16. REBATES / DISCOUNTS

A. The following instructions for rebates and discounts refer to those, which are in addition to NAPA and Food Show Discounts. As discussed in the following sections, all NAPA's and Food Show Rebates must be given in the form of a deviated price.

B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Governmental organization shall be returned to DSCP or its customers in the form of an up-front price reduction (resulting in a lower delivered invoice price to the customer/reduced STORES price) via the weekly 832 catalog change transmission.

C. It is a requirement of this solicitation that the Prime Vendor shall aggressively pursue all rebates including mail in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or any other Government customer, of similar size and dollar value.

17. NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA)

A. **Definitions:**

1. **Agreement Holder** - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.
2. **National Allowance Pricing** - the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's unified buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.
3. **National Allowance Pricing Agreements (NAPAs)** - agreements between DSCP and suppliers/manufacturers, which identify product category, allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way. **All applicable allowances are deducted prior to the Prime Vendor's distribution fee for the life of this contract. However, this would not be applicable during evaluation purposes.**

NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA) (CONT'D)

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 to distribute its products to ordering activities under the Prime Vendor Program.
2. Offer discounts on the delivered 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. NAPA's neither obligate the Prime Vendor to carry, or the ordering activity to purchase, any of the agreement holders products, however NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then the contractor 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 Ed Lees, Point of Contact, NAPA Team, (215) 737-9238. 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 practices. However, DSCP will attempt to facilitate any resolution of such disputes.

G. The NAPA Program is for the exclusive use of DSCP customers under the resultant contract.

H. The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPA's and shall provide the required product information to support the NAPA allowance and sales tracking web site. The Prime Vendor will be required to forward sales and report data to DSCP as often as the data may change but no more than weekly. (See Section entitled Management Reports for specific information.)

18. 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/or Account Manager 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.

Note: Customers will receive food show discounts even if they are unable to attend the show.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager with the following information:

1. List of brokers/manufacturers attending the Food Show;
2. Map showing the locations of booths;
3. Effective period of the 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.
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 exhibitor and the products they represent

D. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report, by customer. This report must also include the total amount saved and the total dollar value of all sales in the allowance period to its Prime Vendor customers. This shall be completed within 2 weeks of the ending of the allowance period.

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 transaction. All decreases in price must be submitted via the 832 the week prior to the beginning of the allowance period.

19. CUSTOMER SERVICE

A. The Prime Vendor shall treat each and every customer covered under this contract as one of its 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 customers in this solicitation have periodic food menu board meetings and the Prime Vendor may be invited to attend these meetings. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have.

20. CUSTOMER SUPPORT

A. The Prime Vendor shall provide at least one (1) full time customer service representative to maintain continuous contact with the ordering activities and especially with regard to emergency service requirements, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives are required to have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which may occur. The name of the representative and the phone number, beeper number, e-mail address, or any other method of communicating with the representative, shall be furnished to the customers after award.

B. At a minimum, monthly visits to the customers under the contract are required. The customer service representative will be responsible for providing product preparation information, 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 customer locations if requested by the customer.

C. Since many of our customers only have access to the government phone network, offerors are required to have a toll free telephone and toll free FAX to accommodate all customers outside of the local calling area.

21. 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 total of thirty (30) days to source the items, obtain a stock number from DSCP (if required) excluding Government processing time, and add the items to its Vendor Item Catalog via 832 catalog transaction. The Prime Vendor must notify DSCP and the requesting activity when new items are available for distribution. These items should then become a permanent part of the Prime Vendor's inventory, if it appears that these items will be ordered on a regular basis, and if the customer guarantees a minimum movement of twenty (20) cases or more per month.

B. The successful offeror shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. Your company would still be required to perform your normal supplier selection process to include your analysis/comments/recommendations of the new products prior to the product sampling/taste testing.

C. If product is terminated or replaced by a new item due to customer preference; the customer will be instructed to draw down the existing inventory before ordering the new replacement item.

22. RECALL PROCEDURES

In addition to the required recall procedures detailed in the Addendum to Clause 52.212-4, Contract Terms and Conditions – Commercial Items, the Prime Vendor will be required in the event of a product recall initiated by the Prime Vendor, supplier or manufacturer, to follow these procedures: immediately, notify the customers that have received the recalled product, the DSCP Contracting Officer, the DSCP Account Manager and the DSCP Consumer Safety Officer. The Prime Vendor will provide that following information to the DSCP Consumer Safety Officer: the reason for recall, level of recall, i.e. Type I, II or III, description of product, amount of product, and list of customers that have received the product, name and phone number of responsible person (Recall Coordinator). The Prime must provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.

23. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add DoD and non-DoD customers in the solicited area to the Prime Vendor contract based on a mutually agreed upon implementation plan.

B. The additional customers cannot increase the dollar value of the contract by more than 25%. It should be noted that the 25% new business would also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contract do not meet the estimated dollar value, the Contracting Officer reserves the right to add more than 25% additional business.

D. Additional customers are limited to those that receive Federal funding.

24. BREAKING CASES

You are required, at a minimum, to break cases for all SPICE items under this proposed contract. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

25. CENTRAL CONTRACTS

A. DSCP's Central Contracting Office administers the contracts for Coca-Cola, Pepsi, and Dr. Pepper Bag-in-Box and canned soda, Food Service Equipment, and the MUSIC items. Additional information and points of contact can be located on the DSCP web page using the following web address:

<http://www.dscp.dla.mil/subs/beverage.htm>

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

B. During the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTC's) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTC's. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At that time of the award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTC's awarded and their terms and conditions. The Prime Vendor shall have 30 days in which to implement the terms and conditions of the awarded IDTC's. Currently, there are three (3) contracts in place for several types of French Fry and Hash Brown items.

DESCRIPTIONS / SPECIFICATIONS

1. DEFENSE APPROPRIATIONS ACT

A. The 1997 DoD Appropriations Act, at Section 8091, has revoked the exception to the requirements of the **Berry Amendment** for subcontracts for commercial items, which was found in DFARS 225.7002-2(1), except that in accordance with Section 8136 of the DoD Appropriations Act for Fiscal Year 2003 (Pub. L. 107-248), the following foods are subject to the restrictions in 225.7002.1: Fish, Shellfish, or seafood manufactured or processed in the United States; and fish, shellfish, or seafood contained in foods manufactured or processed in the United States, and DFARS 252.225-7012. Accordingly, all items supplied under the contract awarded as a result of this solicitation must comply with the **Berry Amendment** (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012.

THE FOLLOWING ITEMS ARE EXEMPT:

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	
Olives (green), pitted or un-pitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.	

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

DEFENSE APPROPRIATIONS ACT (Cont'd)

B. For additional information, please consult the DoD FAR Supplement at 225.7000

“Appropriations Act Restrictions” 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.

2. ORDERING SYSTEM

A. All customers listed within this solicitation are currently using the Subsistence Total Order and Receipt Electronic (STORES SSI) System or the STORES on the Web System, accessed via the Internet. **IT IS A REQUIREMENT OF THIS SOLICITATION THAT OFFERORS MUST BE ELECTRONIC DATA INTERCHANGE (EDI) CAPABLE.** The Government reserves the right to verify EDI capability prior to award. The offeror will be required to interface with the Government’s established translation package, STORES and support the Electronic Data Interchange transaction sets listed below. Offerors who are importing EDI capability from a Corporate system must have a functional EDI system one month prior to the date shown herein for the first order in order for DSCP to conduct testing of your EDI system to ensure capability. The EDI Implementation Guidelines for Subsistence Prime Vendor (STORES) is an attachment to this solicitation.

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

1. STORES is the Government’s ordering system which is capable of accepting orders from any of the Services, i.e. Army, Air Force, Navy, Marines, individual ordering systems and translating the orders into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing.

2. 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, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items. 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 Prime Vendor shall be required to interface with STORES. In order to interface with STORES, the offeror must be able to support the following EDI transaction sets:

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

ORDERING SYSTEM (CONT'D)

4. A complete description of these transaction sets is included in the “EDI Implementation Guidelines” attached to this solicitation.

5. The vendor MUST have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted two (2) places to the right of the decimal point. STORES WILL NOT ACCOMMODATE POSITIONS 3 AND BEYOND THE DECIMAL POINT.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction). The Government's format begins with the broad category of item and then continues with a more specific item description. For example: “Crinkle Cut Carrots”, would be listed as “Vegetable, Carrots, Crinkle Cut”. For Job Corp Centers offerors are reminded that separate catalogs are required to be maintained in addition to the main catalog used for all other customers.

NOTE: Attachment 2 provides EDI information.

3. ORDER PLACEMENT

A. Customers shall place their orders to accommodate a “skip day” delivery. An order placed on March 1st would have a required delivery day of March 3rd. Orders may be placed with a longer lead-time; however the minimum lead-time is “skip day”.

B. The Prime Vendor shall advise the customers of the non-availability of an item by 12 noon on the skip day. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer. You are required to advise customers of manufacturer's backorders (i.e. long term product non-availability and your strategy for replacement/substitution of the item).

4. FORCE PROTECTION

A. The Defense Supply Center Philadelphia (DSCP) Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. During these times, 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 prevent the deliberate tampering and contamination of subsistence items. The contractor will insure that product or packaging have not been tampered or contaminated throughout the manufacturing, storage, and delivery process. The contractor will inform DSCP immediately of any attempt or suspected attempt to tamper with or contaminate subsistence items.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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

5. 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. 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.

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

C. Level of Product Quality

1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weights (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15 lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

2. When the STORES cataloging function of matching your part number to a Government National Stock Number (NSN) or Local Stock Number (LSN) is performed, the item must meet or exceed the Government item description, which includes the Unit of Issue. If the item does not meet the Government description, or if there are any new items that the customer requests, then a LSN may be requested.

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

6. QUALITY PROGRAM**A. Supplier Selection**

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 equal 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 contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

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

7. WAREHOUSING AND SANITATION/STORED PRODUCTS PEST MANAGEMENT PROGRAM

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items. Records of inspection 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. Accepted industry standards for the above programs include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

8. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

A. 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).

B. For detailed information see Clause 52.246-9P31 “Sanitary Conditions” in this solicitation and/or go to the following Internet Link, “VETCOM”S Directory of Sanitarily Approved Food Establishments”.

<http://domino1.hcssa.amedd.army.mil/vetcom.nsf>

9. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for the “Market Basket” items identified in this solicitation if product being priced is not an “identical match” (excluding pack size changes) to the item we requested.

B. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to that solicited in the schedule of items. Bid sheets are not considered technical descriptions. 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 but do not require submission of the technical description.

C. The Subsistence Prime Vendor Office will determine if the item offered meets the minimum quality standard described.

NOTE: Meat items that are considered an “identical match” shall meet all the general and detailed requirements of the NAMPS Meat Buyers Guide (i.e. Purchases Specified Options (PSO)). Fat and trim, weight and thickness tolerance, and the specified quality grade. Reference: NAMPS/IMPS and grade standards for commercial use.

10. PRIME VENDOR QUALITY FOOD AUDITS**A. National Food Audits****B. Basic Audits:**

The DSCP National Food Audit Program, covering all Food Classes within a Prime Vendors' catalog (Meat, Poultry, Seafood and Processed Products) 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:

- (1) Prime Vendors adherence to contract requirements.
- (2) The quality level of the materials supplied is at a satisfactory quality level and uniform throughout the DSCP-H Prime Vendor Regions.
- (3) There is no product misrepresentation or substitution.

The Audit objectives are accomplished utilizing the expertise of the USDA AMS Meat, Poultry and Processed Products Graders, USDC National Marine Fisheries Service and DSCP-HFS Quality Assurance personnel. Representatives from the above agencies form the DSCP National Food Audit Team.

The DSCP National Food Audit is a technical product review and is intended to be a partnership between the customer, Prime Vendor and DSCP-H, providing a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from, or compliance with, established quality requirements, is provided during the product review. This technical discussion makes possible an understanding of the customers' need for certain quality requirements so that systems supporting the manufacturing and distribution of the item can be tailored to meet these requirements. This approach makes it a win-win for the customer, Prime Vendor and DSCP-H.

For each Prime Vendor it is expected that an audit would be conducted once per contract year. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. The Audits are conducted in a seminar setting with participation from you and your suppliers. The average cost of a Food Audit is approximately \$9,500.00.

As a Prime Vendor you will be expected to provide samples of the government's choice up to a dollar value ceiling of \$9,500.00. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

C. Audit Results:

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.

PRIME VENDOR QUALITY FOOD AUDITS (CONT'D)**D. Follow-up Audits:**

Follow up audits may be scheduled within a one-year period of the initial audit, based on the recommendation of the evaluators of the Basic Audit. If a follow up is required due to observation and/or outcome of the initial audit all samples are to be at the expense of the Prime Vendor.

Non-routine follow up audits may be scheduled if several items do not meet the government's requirements as presented in the catalog descriptions.

11. JUICE AND DRINK DISPENSERS AND SOFT SERVE/YOGURT MACHINES

A. When requested, the contractor shall furnish beverage dispensing machines, beverage products, and soft serve/yogurt machines as specified herein. All management, labor, transportation, and supplies required to repair and maintain the contractor's 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, frozen juices, drinks, coffee, and soft serve/yogurt machines. 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 who will 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.

12. CEREAL DISPENSERS

When requested, the contractor shall furnish cereal dispensers suitable for the type of cereal requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice.

13. BRAND NAME ITEMS

A. Based on the ordering habits of the customers listed in the solicitation, the current STORES catalog includes numerous Brand Name items. These are items that the customers have expressed a preference for and have been added to the catalog at the customers' request.

B. In an effort to enhance the commercial aspects of the Prime Vendor Program, some items contained in this solicitation's Market Basket are Brand name items.

C. Offerors are required to submit pricing and technical descriptions for the specific brand name item listed in the item description, if applicable.

Types of dispensing equipment:

PACKAGING AND MARKING

1. 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 regulation promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

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 will 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 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.

2. 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. All food and beverage products shall be identified with readable (open code dates), or coded dates. For both perishable and semi-perishable products, open dating is preferred, but code dating is acceptable. **Prime Vendors that do not use open dating shall provide a product code number key to the Account Manager, DSCP Food Service Office, and each customer facility prior to the first delivery.**

INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE

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

B. All deliveries are subject to Military Veterinary Inspector. In addition, the delivery vehicles will be inspected for cleanliness and condition.

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed upon by the receiving activity (customer). All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

D. 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.

2. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such 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.

3. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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.
5. All items must be frozen for 72 hours.

4. REJECTION PROCEDURES

A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official/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 their representative.

C. In the event an item is rejected, 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 their food service requirements do not go unfulfilled for that day. The re-delivered items will be redelivered 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 after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager.

REJECTION PROCEDURES (CONT'D)

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, Purchase Order Number, and Material Number (LSN/NSN) of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

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 non-conforming supplies or latent defects.

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

1. EFFECTIVE PERIOD AND TERMS OF INDEFINITE QUANTITY CONTRACT

The duration of the contract(s) is for a one (1) year period beginning at the first significant STORES order. **The first order under the resultant contract is expected to take place on April 19, 2006.** The Contractor's start up period will take place prior to the first order. The contractor shall have a proposed implementation schedule within forty-five (45) days after date of award in order to implement a fully functional distribution account for all customers covered by this solicitation. This schedule is to be forwarded to the Contracting Officer upon completion. A minimum of forty-five days for actual implementation will be provided. No more than thirty days will be permitted for the prime vendor to have fully functional distribution accounts in place for all customers.

2. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum.

3. 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. It is a requirement of the solicitation that each delivery point receive entire order, within a scheduled delivery period, at the same time. The contractor shall remove all excess pallets used for delivery from the delivery point

B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a **post award** basis by the contractor.

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

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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/Troop Issue" activity of the installation.

D. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, points of contact, and instructions.

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.

G. Specific delivery point information is provided below:

<u>INSTALLATION</u>	<u>TIME OF DELIVERY</u>	<u>FREQUENCY</u>
Hill AFB, Utah		
1) <u>Hillcrest Dining Facility</u> 75 th SPTG/SVMF Bldg # 519 Hill AFB, UT 84056	6:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
POC: Judy Kline 801-777-3428 Ship to DODAAC: FT9114		
2) <u>Fast Eddies Flight Kitchen</u> 7984 Canberron Drive Hill AFB, UT 84056	7:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
POC: Marla Burns 801-777-1010 Ship to DODAAC: FT9256		
3) <u>Oasis Dining Facility</u> Exit # 62 – I80 West Hill AFB, UT 84056	7:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
POC: Patricia 801-777-1528 Ship to DODAAC: FT9257		

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

DELIVERY INSTRUCTIONS (CONT'D)

<u>INSTALLATION</u>	<u>TIME OF DELIVERY</u>	<u>FREQUENCY</u>
4) <u>Child Development Center</u> 5708 Mitchell Lane Bldg # 470 Hill AFB, UT 84056 POC: Beverly Hemmert 801-777-6321 Ship to DODAAC: FT9451	7:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
5) <u>Youth Center</u> 7712 6 th Street Bldg # 883 Hill AFB, UT 84056 POC: LaDonna Davis 801-777-2419 Ship to DODAAC: FT9506	7:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (no loading dock)
6) <u>729th ACS/LGCA</u> 6476 Lemon Lane Bldg # 1910 Hill AFB, UT 84056 POC: TSGT Hemp 801-777-0659 Ship to DODAAC: FT9168	7:00 AM – 10:00 AM	1 delivery per month as required
7) <u>419th MSS SVS</u> 5713 Lahm Lane Hill AFB, UT. 80456 POC: Cindy Ross 801-777-9663 Ship to DODAAC: FT6659	7:00 AM – 10:00 AM	1 delivery per month as required (no loading dock)

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

<u>INSTALLATION</u>	<u>TIME OF DELIVERY</u>	<u>FREQUENCY</u>
8) <u>Utah Air National Guard</u> 765 North 2200 West Bldg # 820 Slat Lake City, UT 84116	7:00 AM – 10:00 AM	1 delivery per week Monday, Wed, or Fri (no loading dock)
POC: Rick Carbuhn 801-245-2314 Ship to DODAAC: FT6441		
9) <u>Utah Army National Guard</u> TISA Account Camp Williams 17800 Camp Williams Road Riverton, UT 84065	7:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Fri (no loading dock)
POC: John Lloyd 801-253-5464 Ship to DODAAC: W62K2R		

4. 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/Account Manager. At a minimum, the DSCP fill rate is 98% without substitutions. The fill rate shall be calculated as follows:

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

B. The fill rate shall be calculated with and without substitutions.

C. Substitutions must be approved by authorized customer personnel prior to delivery.

5. HOLIDAYS

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

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

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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

B. Holidays celebrated by your firm, other than those specified above, must be listed below. Also, specify your policy for celebrating holidays that fall on the weekend.

6. **SURGE/MOBILIZATION**

A. **Readiness Plans - Surge/Mobilization**

1. **Surge:**

The capability to handle a large increase in quantities for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given day (s) notice. The timing of these types of surges will be impossible to anticipate. The absolute ceiling for these surges would be 175% of the estimated dollar value. Pricing constraints for items furnished in this fashion shall be the same as those for routine, non-surge orders.

2. **Mobilization:**

Offeror must have the capability to handle full-scale military mobilization or national emergency wherein consumption could easily double or triple the case requirements at any site for a protracted period of time. The offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items, furnished in this fashion shall be the same as those for routine, non-mobilization orders.

3. The Government reserves the right to test the Prime Vendor's Readiness Plan.

4. When units deploy for training exercises outside their zone, their current Prime Vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the Prime Vendor supporting the area in which training will occur.

7. **EMERGENCY ORDERS**

The contractor shall provide a maximum of two emergency orders (excluding mobilization actions) per month, per individual ordering activity, at no additional charge to the government. All emergency orders for supplies must be same day service. Expedient fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities the name of the contractor

representative responsible for notification of receipt and handling of such emergency service and their toll free phone number, Fax number, e-mail and/or pager number.

8. 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
- B. Any other condition not specified above that is deemed to be a valid reason for return.

9. SHORT SHIPMENTS / SHIPPING ERRORS

- A. Short shipment(s) will be annotated by the receiving official on the delivery ticket/invoices accompanying 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.

CONTRACT ADMINISTRATION DATA**1. CONTRACTING AUTHORITY**

The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract.

A. 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.

B. 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.

2. INVOICING

A. In order to facilitate prompt payment DLA's new operating system, Business System Modernization (BSM) requires strict adherence to data within the 810-transaction set. For orders that the prime vendor has to manually key in without a purchase order number, the vendor must use the term emergency in the purchase order field. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies

(an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return Original copy to the vendor.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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 2). 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 its 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. You will be required to submit test 810 transactions sets 30 days prior to 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. <5, rounded down; >or=5, 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) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

I. Although invoices must be submitted electronically, the following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice.

DFAS – BVDP (SL4701)
P. O. Box 369031
Columbus, OH 43236-9031

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

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 Items listed in numerical sequence (also referred to as CLIN order)
4. Item Nomenclature
5. LSN or NSN - MATERIAL NUMBER
6. Quantity purchased per item and Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Clean invoices must be submitted
9. Total dollar value of invoice reflecting changes to the shipment, if applicable.

K. **ADD-ON ITEMS BY PRIME VENDOR CONTRACTORS** –When a prime vendor customer adds an item to an existing order (e.g. 9999 clin), the Prime Vendor contractor should add these items to the end of the original invoice. An “add-on” is an item or items ordered after the original electronic order has already been released and must be placed through other means, e.g. by telephone, fax, etc., but will be delivered along with the original order. When add-ons are invoiced separately in lieu of the invoice with the original order, it greatly complicates the payment process. A clean invoice, i.e. an invoice that totally matches what was delivered, expedites the payment process considerably. Therefore, we strongly encourage our Prime Vendors to invoice as above. Compliance with the above will help us help you receive your payments in a timely manner.

L. **Keyed in Orders-** When the system does not provide for electronic ordering, vendors are encouraged to take orders verbally. If the customer is unable to supply a purchase order number, the vendor can still submit an invoice using the word “emergency” in the purchase order field for invoicing purposes.

3. **PAYMENTS**

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 “Contract Terms and Conditions - Commercial Items”, appearing in the section of this solicitation entitled “Contract Clauses”.

C. Payment 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, it

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

is mandatory that the vendors view what the customer has or has not receipted, via the BSM website. The vendor will have access to “un-reconciled” 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 un-reconciled invoice information for approximately (10) calendar days.

The STORES / BSM Reconciliation tool is available from the DSCP Subsistence Website at <http://www.dscp.dla.mil/subs/>. This tool is only for vendors that have a DSCP contract and are invoicing using the 810-transaction set. Both invoice and receipt information will be available for review on the BSM website by the Prime Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers’ receipts to the vendors’ electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.

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.

4. ADMINISTRATION

A. Administration of the contract will be performed by the DSCP Prime Vendor Office.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of **20%** 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.

2. MANAGEMENT REPORTS

The following reports are required to be furnished by the Prime Vendor. Those reports marked with an asterisk (*) are to be submitted electronically on a monthly basis. 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, reports **must be** received by February 7. All other reports are to be submitted upon request.

***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. This report shall be submitted by individual customer accounts AND also by the total customer base.

B. Product Line Item, Stock Number Order - 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.

***C. Descending Case Volume Purchases** - 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, pack or size, brand description, quantity, and total dollar value of units shipped. The dollar amounts will be subtotaled by product category and overall total.

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 not 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. This report should list all 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), HUB Zone small businesses, women-owned small businesses and women owned small disadvantaged businesses, veteran owned small business, service disabled veteran owned small businesses, and JWOD. This should be sorted by manufacturer/supplier and include quantity and dollar value and should be sorted by the applicable business size category of the manufacturer/supplier. NIB/NISH firms are not to be categorized under Small Disadvantaged Businesses as they are non-profit organizations and should be considered their own separate category. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs, and 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, Labor Surplus Areas, historically Black Colleges or Universities and Minority Institutions.

G. Product Line Manufacturer/Supplier Listing - 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** - The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.

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

1. Fill Rate without Substitutions
2. Fill Rate with Substitutions
3. Damaged and mispicks cases should not be included in the calculation

I. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from the ordering activities and their respective resolutions by providing a summary from customer visits.

***J. Rebate Reports -**

1. **General Rebates** - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

2. **Food Show Rebates** - 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 and should be received by the Contracting Officer no later than two weeks after the end of the special pricing period. 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, it is requested that a summarized accounts receivable and/or a “days of outstanding sales” 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. Napa Tracking Program-** The Prime Vendor agrees to comply with the requirements of DSCP’s Tracking Program for NAPA’s and shall provide the required product information to support the NAPA allowance and sales tracking web site. Data shall be submitted as follows:

1. **Format:**

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

2. **Transmission of Data:**

Information shall be submitted electronically via –

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

OR

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

3. **Frequency of Submission:**

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

*** L. Napa Tracking Program (Cont'd)**4. Contents of the Data File:

The contents of the data file shall include the information shown below for all 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.

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

*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 of the product. Please note that this is the manufacture, 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 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.

*** L. Napa Tracking Program (Cont'd)**

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.

3. 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, the contractor's part number, and the product brand for each item.

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)

(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 non-conforming supplies or re-performance of non-conforming 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.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payments 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.

52.212-4 (Continued)

(g) Invoice.

(1) The Contractor shall submit an electronic invoice to the subject address designated in the contract to receive subject 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 be notified in event of defective invoice;
- (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.

52.212-4 (Continued)**(i) Payment.****(1) Items Accepted.**

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

(2) Prompt Payment.

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

(3) Electronic Funds Transfer (EFT).

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that 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

52.212-4 (Continued)**(l) Termination for the Government's Convenience (Cont'd)**

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. 327, 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.

52.212-4 (Continued)**(s) Order of Precedence.**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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

(t) Central Contractor Registration (CCR).

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

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

52.212-4 (Continued)**(t) Central Contractor Registration (CCR) (Cont'd)**

(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 52.212-4 CONTRACT TERMS AND CONDITION 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.”

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 (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 follow the procedures as outlined below:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product
- (ii) DSCP Contracting Officer
- (iii) DSCP Account Manager

(c) DSCP Consumer Safety Officer at 215-737-3845

ADDENDUM 52.212-4 (Continued)

- (2) Provide the following information to the DSCP Consumer Safety Officer:
- (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator).
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DPSC Consumer Safety Officer.”

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

ADDENDUM 52.212-4 (Continued)

5. Paragraph (u), *Price Changes*, is added as follows:

(u) *Price Changes*.

(1) Definitions.

(i) Unit Price – The total price charged to DSCP per unit for a product delivered to the Government consists of two components: delivered price and distribution price. The price shall not extend more than two (2) places beyond the decimal point.

(ii) Delivered Price – The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.

(iii) Distribution Price – The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. The distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs and any other projected expenses associated with the Prime Vendor function. Offeror's may only include the cost of moving product to the port if this service is not provided for by the carrier when using a commercial carrier.

(2) Effective Period of Prices. The offeror warrants that the unit prices in effect **at the time of order** will be honored for a period of six (6) days.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and conditions. Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each category of items, which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items, which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines for more information of the various EDI transaction sets required under this contract.

ADDENDUM 52.212-4 (Continued)

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices that it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor's commercial business as well as suppliers' quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As minimum, the Contracting Officer shall review the invoice in conjunction with the distribution to verify the accuracy of the delivery order unit price (i.e. the unit price in effect with the contractor's electronic catalog at the time of delivery order placement).

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the contractor should note the following: Variable weight items (such as meat and poultry roasts, turkey, etc.) and lump sum billing cannot be receipted in decimals, e.g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

ADDENDUM 52.212-4 (Continued)

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor with a request for payment, if appropriate. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (JUNE 2004)**

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: **52.233-3**, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(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:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUB Zone Small Business Set-Aside (Jan 1999)
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) **Alternate I** to (MAR 1999) to 52.219-5.
- (4)(iii) **Alternate II** to (JUN 2003) to 52.219-5.
- (5)(i) **52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15U.S.C. 644).
- (5)(ii) **Alternate I** (OCT 1995) of 52.219-6
- (5)(iii) **Alternate II** (MAR 2004) of 52.219-6
- (6)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C 644).
- (6)(ii) **Alternate I** (OCT 1995) of 52.219-7
- (6)(iii) **Alternate II** (MAR 2004) of 52.219-7
- (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3))
- (8)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (a) (4)).
- (8)(ii) **Alternate I** (OCT 2001) of 52.219-9.
- (8)(iii) **Alternate II** (OCT 2001) of 52.219-9
- (9) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

52.212-5 (Cont'd)

- _____ (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (10)(ii) **Alternate I** (JUNE 2003) of 52.219-23.
- _____ (11) **52.219-25**, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- _____ (12) **52.219-26**, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- _____ (14) **52.222-3**, Convict Labor (JUN 2003)(E.O. 11755).
- X (15) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- X (16) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (17) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246).
- X (18) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- X (19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- _____ (21)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (21)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (21) through (23) are not applicable and have been deleted.
- X (25) **52.225-13**, Restrictions on Certain Foreign Purchases (DEC 2003)(E.O.s), proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.
- _____ (28) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 2307 (f)).
- _____ (29) **52.232-30**, Installment Payments for Commercial items (OCT 1995)(41 U.S.C. 225(f). 10 U.S.C. 2307 (f)).

52.212-5 (Cont'd)

- (30) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (31) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (32) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (34)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241).
- (34)(ii) **Alternate I** of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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:

- (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

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

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

52.212-5 (Cont'd)

(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) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (iv) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -- --

(i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);

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

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

(v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) 46 U.S.C. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (JUN 2004) DFARS**

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (JAN 2004) (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).

252.212-7001 (Continued)

- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003))10 U.S.C. 2534 (a)(3)).
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003)(Section 8021 of Pub. L. 107-248).
- 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).
- 252.232-7003** Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III)(MAY 2002) (10 U.S.C. 2631).
- 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).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

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

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

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

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

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

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

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

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.

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

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

Name and Address of Contractor(s)

Vendor fill-in 1

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

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

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

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

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror) *Vendor fill-in 2*

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations 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.

**52.215-9006 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT
CONTRACTOR REPORTING (DEC 1997) DLAD**

The contractor shall submit periodic progress reports in the required monthly Socioeconomic Report 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 specified in its offer.

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY
ORDERS (AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product non-conformances.

52.216-9P04 (Cont'd)

In these cases, the applicable agency, commissary, or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDC.

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

(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 that differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four [4] additional one [1] year period(s) by written notice to the contractor within the time specified in the schedule; 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.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the 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. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract-- Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

52.217-9P12 (Cont'd)

(h) The total duration of any options exercised under this clause shall not exceed one year.

(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 \$550,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

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

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

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

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

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES

Utilization of Indian Organizations and Indian-Owned Economic Enterprises (June 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601). "Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"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, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

52.226-1-(Continued)

(1) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the—

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW, MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

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

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

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service.

The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required.

Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or deleted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

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

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

52.246-9P31 (Continued)

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof

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

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

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

52.246-9P31 (Continued)

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

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

(b) Delivery Conveyances

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

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

(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 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.

52.246-9P32 (Continued)

(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 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 right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

ADDENDUM

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.208-9	Contractor Use Of Mandatory Sources Of Supply Or Services	Feb 2002
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999
52.247-34	F.O.B. Destination	Nov 1991

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)**SOLICITATION PROVISIONS****(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;
- (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 pre-award testing.

52.212-1 (Continued)**(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.

52.212-1 (Continued)

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

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

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

(i) Availability of Requirements Documents Cited in the Solicitation.

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(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.

52.212-1 (Continued)

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernmental (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000, and offers of \$25,000 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 parent 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 call 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(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://ccr.gov> or by calling 1-888-227-2423 or 1-269-961-5757.

52.212-1 (Continued)**(I) 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 52.212-1 INSTRUCTIONS TO OFFERORS –
COMMERCIAL ITEMS****1. Paragraph (b) *Submission of Offers.***

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

b. **Faxed offers are NOT authorized for this solicitation.**

c. Add the following:

(12) Proposal Preparation- See Instructions, Conditions, and Notices to Offeror Section L, General Information in this Solicitation.

2. Paragraph (c) *Period for Acceptance of Offers.*

Period of acceptance is 423 days.

3. Paragraph (f) *Late Submissions, Modifications, Revisions, and Withdrawals of 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.

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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2004)
--

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

4. Paragraph (h) *Multiple Awards.*

The Government intends to make one award.

(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 North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

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

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

“Service-Disabled Veteran-Owned Small Business Concern”—

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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.

52.212-3 (Continued)

“Veteran-Owned Small Business Concern” means a small business concern—

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

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

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

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

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

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

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN)

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government.

52.212-3 (Continued)*(4) Type of Organization*

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

(5) Common Parent.

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

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern.

The offeror represents as part of its offer that it **is**, **is not** a small business concern.

(2) Veteran-Owned Small Business Concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.)

The offeror represents as part of its offer that it **is**, **is not** a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)

The offeror represents as part of its offer that it **is**, **is not** a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents, for general statistical purposes, that it **is**, **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern. **(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)**

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

52.212-3 (Continued)

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-Owned Business Concern* (other than small business concern).

(Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it **is** a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.*

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

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

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

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

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

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

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

52.212-3 (Continued)

(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 on its disadvantaged status.)*

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

(A) It **is**, **is not** certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concerns 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 in 13 CFR 124.104(c)(2): or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(I) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *(The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*

_____.)

(10) *HUBZone small business concern.*

(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents as part of its offer that

(i) It **is**, **is not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership

52.212-3 (Continued)

and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It **is**, **is not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(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.

(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.

(d) Representations required to implement provisions of Executive Order 11246--**(1) Previous Contracts and Compliance.**

The offeror represents that--

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

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

52.212-3 (Continued)**(2) Affirmative Action Compliance.**

The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act -- North American Free Trade Agreement – Israeli Trade Act Certificate. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)**(h) Certification Regarding Debarment, Suspension or Ineligibility for Award**

(Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals **are**, **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

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

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

52.212-3 (Continued)

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

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

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

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

ATTACHMENT OF 52.212-3

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (APR 2003) DFARS**

(a) *Definitions.*

“Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product,” 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)
_____	_____
_____	_____
_____	_____
_____	_____

<p align="center">252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (NOV 1995) DFARS</p>
--

(a) *Definitions.*

As used in this clause --

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

(2) "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 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."

52.211-9P38 PLACE OF PERFORMANCE (OCT 2003) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-6) information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

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

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

In addition to any subcontracting plan required by the Clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting officer regarding your support of small, small disadvantaged, and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

**52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION (OCT 1996)
DLAD**

(a) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposed a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for

52.215-9003 (Cont'd)

socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions.

(b) Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

**52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997)
DLAD**

(a) Provide 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.

(b) 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 businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

You shall be required to submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. 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 businesses).

**52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT
EVALUATION (DEC 1997) DLAD**

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 51.215-9004 will be evaluated on a comparative basis among all offerors. 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 on this factor during the source selection process. Offerors' 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 as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

**52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN
INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT
(JAN 1992) DSCP**

(a) For award purposes, in addition to an offeror's response to the base ordering period, the Government will evaluate its response to all options, both technical and price. To evaluate price, the Government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or sub-line item number in the Supplies or Services and Prices Section 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.

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

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

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

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

ADDENDUM

The following ADDITIONAL PROVISIONS are set forth in FULL TEXT:

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

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

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of Contracting Office. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer)

Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

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

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

52.233-9001(Cont'd)

(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 (Vendor fill-in 1 _____). Alternate wording may be negotiated with the contracting officer.

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

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

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: Please list names, titles, telephone, fax, and email addresses of the authorized negotiators:

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

A. The Government is committed to applying **Source Selection** contracting 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. Two (2) different techniques shall be utilized when submitting the technical proposal, a Structured Plant Site Visit, to include an exchange of dialog and a Written Proposal. Except where otherwise noted, the Technical Proposal shall be presented in accordance with the instructions outlined in these “Instructions, Conditions, and Notices to Offerors.” The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

<u>Written Volume</u>	<u>Title</u>	<u>No. Of Copies</u>
I	Technical (Written)	5
II	Business	3

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 Price information shall only be contained in Volume II, Business Proposal . Each volume shall be bound separately and labeled appropriately.

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 more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes significantly 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 and Poor. A Neutral rating for socio-economic consideration within the past performance factor may also be used.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR (Cont'd)

C. For each factor the agency will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. Risk to the Government will be considered on the rating for any factors and/or sub-factors.

D. 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. **REMINDER: Your structured site visit is part of your technical proposal. Please address each sub-factor within each factor to be evaluated during your structured site visit. Information presented orally at the site visit may be requested in writing. A checklist will be provided so that all areas are covered.**

E. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. ***The Government does, however, reserve the right to incorporate into the resultant contracts, those elements of an offeror's technical proposal that exceed solicitation requirements.*** The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes; however, the market basket items will become part of the catalog. These prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

F. As required by 52.215-9003 Socioeconomic Evaluation, 52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation, and 52.219.9002 DLA Mentoring Business Agreements (MBA) Program, the Socioeconomic Proposal will be made a part of any resulting contract.

G. 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.**

H. 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. VOLUME I, TECHNICAL PROPOSAL

The following applies to both the written portion of the Technical Proposal as well as the Formal Structured Plant Site Visit.

A. The written technical proposal and Formal Structured Plant Site Visit 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 may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub-factor, element or sub-element.

B. Firms should prepare written proposals and address elements in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

C. The complete technical proposal will be comprised of the following components:

- 1. Written Technical Proposal**
- 2. Structured Plant Site Visit**

III. STRUCTURED PLANT SITE VISIT/INSTRUCTIONS FOR STRUCTURED PLANT SITE VISIT

A. The purpose of a site visit is to view the offeror's facility(ies) and business operations and provides offeror's with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The Structured Plant Site Visit is NOT a restatement or replication of the written proposal information but IS IN ADDITION TO IT.

The purpose of using the Structured Plant Site Visit technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means.

B. One of the benefits of the Structured Plant Site Visit is that it permits the evaluators to receive information as to the capability of the offeror, generally demonstrating its understanding of the work. It also allows the evaluators to view the offeror's facility(ies) and business operations, allowing the offeror and key members of the offeror's team to describe how the work will be performed while evaluators observe the offeror's team that will actually perform the work.

III. STRUCTURED PLANT SITE VISIT/INSTRUCTIONS (Cont'd)

C. Instructions For Structured Plant Site Visit

1. The Structured Plant Site Visit will be conducted at each facility to be used in the performance of any resulting contracts. A list of all facilities from which product will be shipped must be included in the written proposal.

2. The order in which the Structured Plant Site Visit occur among the offerors will be randomly selected, with adjustments to facilitate Government travel plans, if appropriate. The Structured Plant Site Visit will be conducted at the offeror's plant location. The date of the Structured Plant Site Visit will be confirmed within (5) working days after the solicitation closing. Offerors are requested to indicate in the written technical proposal what days would not be convenient. All attempts will be made to accommodate such scheduling conflicts. Once the date for the Structured Plant Site Visit is set requests for changes of the date WILL NOT BE entertained. It is anticipated that the Structured Plant Site Visit will begin approximately 10 working days after solicitation closing. The Government reserves the right to schedule the Structured Plant Site Visit sooner.

3. During the "structured" tour of your facility you will be asked various questions regarding your facility and its day to day operation. At least one key member of your company should be in attendance throughout the entire tour. The topics to be covered during the "structured" plant visit have been identified as "site" in the "Submission Requirements" section of this solicitation. You should assure those personnel capable of answering questions and/or demonstrating methods, systems etc. used in your day to day operations are available.

4. The Structured Plant Site Visit will be conducted at each facility to be used in the performance of any resulting contracts.

5. 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.

6. The offeror is required to submit detailed directions/maps to their facility from the closest major airport at time of closing of offers. It is also requested that offerors send recommendations and direction to lodging, convenient to your warehouse/facility to accommodate Technical Evaluation Panel members.

7. DSCP reserves the right to request all, or parts of, the Technical Proposal that were not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

THE FOLLOWING INFORMATION MUST BE SUBMITTED IN WRITING:

- a. SF 1449 [Page 1 of solicitation] and any subsequent amendments to the solicitation with original signatures
- b. Certifications and Representations (All clauses that require a response must be returned);
- c. All pages of form entitled “FACTOR I – PAST PERFORMANCE/CORPORATE EXPERIENCE” and any attachments, filled out in its entirety.
- d. Written Technical Proposal;
- e. The offeror is required to submit DLA MBAs, which are currently in place under the DLA MBA Program Evaluation Factor.
- f. Subcontracting Plan (if applicable); Note: This is required for those offerors who are large business concerns.
- g. Written Business Proposal to include Pricing and Small Business Factors.

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. 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.

(i) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

(ii) 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 all attachments except the attachment containing your Past Performance/ Corporate Experience.

FAILURE TO PROVIDE THE WRITTEN TECHNICAL PROPOSAL AND YOUR BUSINESS PROPOSAL MAY RENDER THE PROPOSAL UNACCEPTABLE AND MAY LEAD TO A REJECTION OF THE OFFER.

NOTE: The Government reserves the right to make an award without discussions. Your best efforts should, therefore, be placed on your offer as originally submitted.

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I

The following information, which must be submitted in writing as part of the Written Technical Proposal will state, “written” above the paragraph. Likewise, information that must be supplied during the site visit will be identified as “site”.

FACTORS I THROUGH III ARE EQUAL IN IMPORTANCE.

The written information for Factor 1, Past Performance/ Corporate Experience is to be annotated on the form entitled, “Past Performance/ Corporate Experience” unless noted. **PLEASE DO NOT CHANGE THIS FORM. IF ADDITIONAL SPACE IS NEEDED, YOU MAY ATTACH A CONTINUATION SHEET TO THE FORM.**

FACTOR I - PAST PERFORMANCE/ CORPORATE EXPERIENCE

(All *sub-factors* are in descending order of importance)

A. Past Performance

WRITTEN

1. Provide your past performance information, as requested, on the attached form. In the Past Performance section, provide, as a minimum, your **five (5)** highest dollar value contracts over the last three (3) years. If you have government contracts that are not included with the five highest dollar value contracts, then use blocks entitled “Account 4” and “Account 5” for your government contracts regardless of their dollar value. The offeror should also use the attached form to submit information regarding socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information for any contracts referenced.

Note: Past Performance evaluation contains elements of both business and technical nature, but will be evaluated by the Business Panel with input from the Technical Panel.

Past Performance (Cont'd)

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (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.

Note:

The term Prime Vendor/Regular Dealer on this form refers to those accounts for which your company was the exclusive distributor, or had an agreement in place to provide exclusive support for certain commodities.

B. Corporate Experience

WRITTEN

1. Provide your Corporate Experience information on the attached form.
2. Identify the key personnel, or caliber of personnel to be assigned to the **day-to-day** management of the Prime Vendor Program. This may be done by submitting a short summary identifying each person to be assigned to this endeavor and listing their years of experience in food distributing or identifying the caliber of personnel you expect to assign to this endeavor. This information will not be rated within the Technical Proposal, however, the information provided will be used to substantiate your company's experience as a full-line supplier.

Corporate Experience (Cont'd)

PRIME Vendor = Exclusive distributor or had an agreement to provide exclusive support for a certain commodity.

FACTOR I PAST PERFORMANCE/CORPORATE EXPERIENCE

A. THE FOLLOWING PAST PERFORMANCE 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					

*The fill rate shall be calculated as follows:

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

A. PAST PERFORMANCE (Continued)

	Account 1	Account 2	Account 3	Account 4	Account 5
Average number of line items per location per week					
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

A. PAST PERFORMANCE (Continued)

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					

FACTOR I PAST PERFORMANCE/CORPORATE EXPERIENCE (Continued)

B. THE FOLLOWING IS YOUR CORPORATE EXPERIENCE INFORMATION

**-
OPERATING COMPANY/CORPORATE INFORMATION LOCAL BRANCH
INFORMATION**

<p>Number of year's experience as a Prime Vendor/regular dealer</p>		
<p>Number of accounts serviced as a Prime Vendor/regular dealer similar in complexity to the proposed contract</p>		
<p>The total number of customers/accounts currently serviced under a prime vendor/regular dealer arrangement</p>		
<p>The total number of delivery points currently Serviced under the prime vendor/regular dealer arrangement cited above.</p>		
<p>Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period for the above accounts.</p>		
<p>Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period.</p>		

SUBMISSION REQUIREMENTS**TECHNICAL PROPOSAL – PART I(CONT'D)****FACTOR II- DISTRIBUTION SYSTEM/FORCE PROTECTION/QUALITY ASSURANCE/INSPECTION AND SANITATION/SUPPLIER SELECTION**

(All *sub-factors* are equal in importance)

A. DISTRIBUTION AND RESOURCES**SITE VISIT**

1. Provide your firm's total warehouse capacity (dry, chill and freeze) and your firm's *OPEN* warehouse capacity (include pick slot and reserve slot) as it relates to the volume of this contract. Provide your facility's design maximum capacity expressed in annual dollar value. Discuss your capability to ship and receive simultaneously. Discuss and/or demonstrate related temperature and/or humidity controls.
2. As it relates to this contract, be prepared to discuss and/or demonstrate distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Include in the discussion if additional equipment/resources would be required to handle the proposed contract. Include lead-time to acquire additional equipment as applicable.
3. It is expected that you will coordinate and develop a delivery route and stop-off sequence with all customers upon receipt of award. Discuss performance methodologies used to ensure 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.

WRITTEN

- a. In conjunction with the above, the following performance data, in terms of cases for the last year to date is requested in writing:
 1. % On-time delivery
 2. % Damage
 3. % Mispicks
 4. % Short on truck
 5. % Returned
 6. % Other (explain)

The above data is to be substantiated with actual reports for, as a minimum, the current month.

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I(CONT'D)

B. FORCE PROTECTION

WRITTEN

The Offeror will submit a security plan describing what steps your firm has taken and will take to prevent product tampering and contamination. The offeror will also describe what steps have been or will be taken that relate to overall plant security and food safety. The offeror must describe in detail the types of measures in place or scheduled to be put in place for the performance period of the contract. Firms should include specific security measures relating to but not limited to the following areas: employee identification, background checks where applicable, control of access to the plant facility, control of gates and doors at the facility, internal security, training and security awareness, product integrity, transportation security.

C. QUALITY CONTROL AND ASSURANCE PROCEDURES

SITE VISIT

1. Discuss the quality control procedures to be used under the proposed contract. Include in your discussion procedures used during receipt, storage and outbound movement of product. Discuss your firm's inventory control systems, including the level of automation. Include in the discussion your reserve inventory and/or let down control procedures and that level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify the caliber of personnel responsible for ensuring that quality procedures are monitored.
2. Provide inventory turnover rate information for overall warehouse by category, excluding fresh fruit and vegetables, as a minimum, for the last year. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items.

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I (CONT'D)

D. INSPECTION AND SANITATION PROCEDURES

SITE VISIT

1. During the plant site visit the offeror must thoroughly 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. During the plant site visit you will be asked to discuss the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm. Include in the discussion (for both Sanitation and Pest Management) a description of your 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. Be prepared to furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, you will be asked to furnish recent sanitary inspection reports for all parties involved, at each individual site.

E. SUPPLIER SELECTION PROGRAM

SITE VISIT

1. Discuss your firm's policies, procedures, and criteria used for selecting quality suppliers and the processes used by your firm to purchase products of consistent high quality with minimum variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria are 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. Discuss how you plan to control adherence to the Berry Amendment as it relates to your suppliers.

Note: You are still required to supply this information even if the function is performed at the corporate level.

**FACTOR III-CUSTOMER SUPPORT/PRODUCT AVAILABILITY/SURGE
MOBILIZATION AND READINESS/LOCATION**

(All Sub-factors are in descending order of importance)

A. CUSTOMER SERVICE APPROACH**WRITTEN**

1. Explain your customer service strategy for this acquisition. Indicate how the performance of your firm will be monitored internally. Specify what performance-related aspects will be tracked and the frequency for each. Does your firm chart your companies' customer satisfaction? If so, how?

2. Explain how your customer service representative will ensure that all the customers' needs are accommodated. Specify the number of customer service representatives to be assigned to the contracts and explain how they will ensure that all the customers' needs are accommodated. Also, indicate any value added services the sales representative will perform in addition to those required by the solicitation. Discuss the procedures followed by the customer service representative regarding the identification and correction of discrepancies and the resolution of customer complaints at the customer's level. (i.e. not in-house quality control).

3. Electronic ordering is an integral part of our program. Discuss how deviations from the order, such as add-ons, and cancellations will be handled and any charges associated, if applicable. Include the time lines in which deviation to orders and cancellations will be accepted. Indicate what actions will be pursued in the face of anticipated delays.

4. If awarded this contract you are required to break cases of spices. In addition to spices, discuss your firm's policy on breaking cases of other product, indicating the number or type of items for which this can be done. Also, indicate any fees for breaking cases.

B. PRODUCT AVAILABILITY/TECHNICAL DESCRIPTION**WRITTEN**

1. The current item catalogs in use for the customers under this solicitation can be found as attachments to this solicitation. You are expected to provide all of the items, or their equivalent. If you are able or unable to supply any of these items, so state. Your inability to furnish all items may affect your overall rating. It is a requirement of this solicitation to ensure that only products that comply with the Berry Amendment will be

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas
shipped to the customers. Describe the procedure you firm will put in place to ensure adherence to this requirement (for cataloged items and possible substitute items).

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I(CONT'D)

C. SURGE/MOBILIZATION/READINESS

WRITTEN

1. Surge/Mobilization/ Readiness Plan – Discuss in detail your ability to react to surge demands that may occur, or experience in supporting surge demands that may have occurred, as a result of the increase in troop strength or increase in commercial customer demands. Also, describe your ability to respond to full-scale military mobilization wherein consumption may double or triple for a protracted period of time during a period of national emergency or mobilization. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the time frames for the increased capacity to be achieved. The offeror should demonstrate its ability to handle a longer term requirement with significant increase in quantity. The offeror must state the level of increase (percentage) that can be reached, the time frame required to attain the increase, and the length of time the enhanced requirement can be sustained. If surge and mobilization demands should exceed the offeror's current capability to meet these demands, discuss capability to obtain additional resources, i.e. warehouse space, distribution equipment, personnel, etc. Discuss plans to replenish inventory under emergency situations; discuss sources and time frames. The offeror must submit a readiness plan indicating how increased requirements will be supported with additional suppliers, subcontractors, warehousing, etc., which may become involved in supporting this effort.

D. LOCATION.

SITE VISIT

1. Discuss how the location of your firm's warehouse(s) will enable you to support the customers during normal deliveries as well as emergencies. Your location(s) should allow for deliveries to the customer's location in the time frames specified by the customer.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II
THIS PORTION MUST BE SUBMITTED IN WRITING

A. AGGREGATE PRICING

1. An evaluation will be made using items selected from the highest usage items and general food supplies provided by the customers supported under this solicitation, as well as items listed under the Basic Daily Food Allowance (BDFA) listing. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The items will be weighted against the estimated yearly requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government. A separate evaluation will be made of the offeror's distribution pricing, using the same market basket of items.

2. Offerors are to submit the most current unit prices (valid within four weeks prior to submission of proposal) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formulated as follows:

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

- Do **NOT** Submit only the Unit Price; the two (2) elements must be shown separately as two separate evaluations are being performed.
- Do **NOT** deduct any NAPA or Food Show allowances from the delivered price on your business proposal.
- **Prices for Market Basket Items are to be submitted according to the Government's Unit of Issue (THERE ARE NO EXCEPTIONS).** The Market Basket will ultimately become part of the catalog.

3. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For example, a delivered price of \$4.578 plus a distribution price of \$.232 should be rounded to \$4.58 plus \$.23.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II (CONT'D)

A. AGGREGATE PRICING (CONT'D)

4. 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 requirements. However, Brand Name items must be priced according to the exact brand that is listed in the Market Basket.

5. ALL offered delivered prices must be substantiated with a copy of the manufacturer's invoice for each item in the Market Basket (Schedule of Items). The Market Basket Item No. must be reflected on each invoice so as to identify what item each invoice corresponds to. **The preferred documentation is the manufacturer's invoice.** If you do not have a manufacturer's invoice, a written quote from the manufacturer will be accepted. However, the quote must be presented in the following manner:

- a. Detailed on manufacturer/company letterhead;
- b. Date price quote was supplied;
- c. Time period price quote is effective;
- d. Quantity covered by price quote;
- e. Manufacturer part number; and
- f. Manufacturer's point of contact: including name, title, address, and phone number.

6. The invoices should reflect the prices effective within four (4) weeks prior to closing. If invoices are not available for those four (4) weeks then the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within four (4) weeks from closing over earlier dates. For evaluation purposes only, the offeror is required to submit invoice pricing for Market Basket items, from their inventory, that will meet the government's minimum requirement except for Brand Name items, which must be priced according to the exact brand name product.

7. All prices submitted **MUST NOT** be more than two [2] places to the right of the decimal point. If in any column prices appear having more than two [2] decimal places, the government will automatically round your prices using standard rounding procedures.

8. Offerors are required to complete and submit the Prime Vendor market basket of scheduled items, distribution categories and option year pricing. Option year prices must be submitted as a percentage (increase or decrease, e.g. +/-0.25%) from the base year. The firm may also elect to offer no change in the distribution prices over the life of the contract (including option years).

9. For evaluation purposes of the market basket of items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound". For pricing analysis purposes, the Distribution Price may be listed to the extent of two (2) places to the right of the decimal point only.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II (CONT'D)

B. DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items. ***The distribution price must be offered as a dollar/cents 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 by the prime vendor for each food and beverage product to the manufacturer or supplier.

2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph E of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section. As previously stated, there is a fifty (50) category limit, which will include any sub-categories.

3. For Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case. Whereas, if you sell the product by the pound or by the each, the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount, with not more than two places to the right of the decimal point.

4. The distribution prices shall remain constant for the first complete term of the contract. (Base Year) However, the distribution prices may remain the same, increase, or decrease for each subsequent option year.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II (CONT'D)

C. PRIME VENDOR MARKET BASKET (SCHEDULE OF ITEMS)

Please note that all items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to, the Berry Amendment, procured from a Sanitarily Approved Source, etc.

1. Delivered prices for the following items should be based on the last delivered price ("landed cost") during the full week (Monday through Friday) four weeks prior to the issuing date of this solicitation. If no price is available for that particular time frame, the delivered cost used shall be based on the last available price prior to the time specified above. If the price used is not based on pricing for the period four weeks before the issue date of this solicitation, your invoice should include the date of purchase.

2. For those items in the Market Basket that are not normally stocked, you must obtain approval from the Contracting Officer (Maureen Steffani, 215-737-2915) or the Contract Specialist (Patricia Viglione, 215-737-3692) prior to submitting quotes. It is DSCP's preference that quotes are obtained from manufacturers wherever possible.

**THE PRIME VENDOR MARKET BASKET (SCHEDULE OF ITEMS)
CAN BE FOUND ON ATTACHMENT #6. YOUR MOST CURRENT SUPPLIER
INVOICE FOR THESE ITEMS MUST BE SUBMITTED WITH YOUR OFFER.**

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

TOTAL DOLLAR VALUE FOR THE BASE YEAR: \$ _____

TOTAL DOLLAR VALUE FOR THE OPTION YEAR 1: \$ _____

TOTAL DOLLAR VALUE FOR THE OPTION YEAR 2: \$ _____

TOTAL DOLLAR VALUE FOR THE OPTION YEAR 3: \$ _____

TOTAL DOLLAR VALUE FOR THE OPTION YEAR 4: \$ _____

ESTIMATED GRAND TOTAL (BASE YEAR + 4 (1) YEAR OPTIONS):

\$ _____

NOTE: OFFEROR MUST INCLUDE A BOTTOM LINE \$ FIGURE FOR THE BASE YEAR AND EACH OPTION YEAR.**D. OPTION PRICING****FAILURE TO INDICATE ACCEPTANCE OF THE OPTION BY ANNOTATING THE OFFEROR'S YEARLY OPTION PERCENTAGE CHANGE MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND MAY RESULT IN REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL.**

The distribution prices for the option years are calculated as a percentage increase or decrease from the base year distribution price as applied to the previous year's distribution prices. Therefore, if your percentage change is the same for each option year, the dollar value of the change will remain a constant change over the option year periods. For example: Base year distribution price of \$1.00, with a 5% increase per option year would yield a \$0.05 increase each option year. Base is \$1.00, Option Year 1 is \$1.05, Option Year 2 is \$1.10, Option Year 3 is \$1.15, Option Year 4 is \$1.20. Likewise, if you offer a different percentage each year, each year will be calculated as a percentage of the base year. Your offer will be evaluated using this method in determining your overall aggregate total price for the base year and all option years. Offerors are required to stipulate their distribution price rate of change (percentage) for all items for the four option years, in the event the option years are invoked.

OPTION YEAR ONE: _____**OPTION YEAR TWO:** _____**OPTION YEAR THREE:** _____**OPTION YEAR FOUR:** _____

E. PLACE OF PERFORMANCE

(a) The offeror must stipulate information pertinent to the place of performance. **Failure to furnish this information with the offer may result in rejection of the offer.**

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

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

(d) The offeror 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 as indicated in this proposal or quotation.

(e) If the offeror checks “intends” in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than
Offeror or Quoter

NOTE: The following factors F, G, and H will be comparatively rated and must be submitted in writing.

F. SOCIOECONOMIC CONSIDERATIONS

*Note: Under socioeconomic considerations (and subsequent management reports), offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. **No indirect costs for equipment or services are to be included.***

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), Veterans Owned Small Business (VOSB), Service Disabled Veterans Owned Small Business, (SDVOSB), and Hub Zone 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 extent of SB, SDB, WOSB, VOSB and HZSB concerns

**SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – PART II (CONT'D)**

participation in the performance of this contract at the subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract will be provided by a SB, SDB, WOSB, VOSB, (SDVOSB), or HZSB manufacturer. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms, 5% from SDB firms, 5% from WOSB firms, 2% for HUBZone Small Business and 3% for Veterans Owned Small Business Concerns. The offeror shall describe the proposed extent of SB, SDB, WOSB, VOSB, (SDVOSB), and HZSB participation in the performance of the contract at the subcontractor level.

In addition, firms shall also state whether they are a large or small foodservice distributor. A small distributor is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.

A. The following is the preferred format for the submission of socioeconomic data.

	<u>DOLLAR</u>	<u>PERCENT</u>
1. Total Contract Price	_____	_____
2. Total to be subcontracted:	_____	_____
a. To Large Business	_____	_____
b. To Small Business	_____	_____
1. To SDB	_____	_____
2. To WOSB	_____	_____
3. To VOSB	_____	_____
4. To HUBZone	_____	_____
5. To SDVOSB	_____	_____

Note:

When calculating socioeconomic goals, for socioeconomic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent/distributor that may have supplied the product to the prime vendor.

If the offeror is a Small, Small Disadvantaged, Women-Owned Small, Veterans Owned Small Business or Hub Zone Small Business, the offeror may NOT include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition.

Offerors who are Small Business will receive additional credit under this factor for evaluation purposes.

Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women-Owned Small, Veteran Owned Small and Hub Zone Small Businesses will be part of past performance evaluation.

**SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – PART II (CONT'D)**

3. Organizational Efforts

a. The offeror shall discuss 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.

b. The offeror shall discuss 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 complete for contracts or supplier selection.

c. 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 Small, Small Disadvantaged, Women-Owned, Veteran Owned, Service Disabled Veterans Owned Small Business, and Hub Zone Small Business concerns.

d. 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.

e. 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 Veterans Owned Small Business, and Hub Zone Small Business concerns.

Note:

Large business offerors are required to submit the Small, Small Disadvantaged, Women-Owned Small, Veteran Owned Small and Hub Zone 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, Small Disadvantaged, Women-Owned Small, Service Disabled Veterans Owned Small Business, Hub Zone Small and Veterans Owned Small business subcontracting percentages and dollar levels for the base year as well as each option year.

**SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – PART II (CONT'D)**

G. DLA MENTORING BUSINESS AGREEMENT (MBA)

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

2. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged or women-owned small business 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.*

3. An MBA shall be a written agreement between the prime contractor and the small, small disadvantaged or women-owned small business or JWOD workshop involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

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

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

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

3) The number of people employed by SB/SDB/WOSB/HZSB or JWOD concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

b. Agreement Type

1) Describe the type of agreement executed by the contract holder and the SB/SDB/WOSB/HZSB or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans, which identify new business ventures rather than expansion of existing agreements, are preferred.*

**SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – PART II (CONT'D)**

G. DLA MENTORING BUSINESS AGREEMENT (MBA) (Cont'd)

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

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

c. Measurement and Reporting

1) Provide milestones for program implementation.

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

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

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

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

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

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – PART II (CONT'D)

H. JAVITS-WAGNER-O'DAY ACT

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 other support that will be provided to you by JWOD concerns.

2. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

3. The offeror shall be required to submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS. PLEASE DOUBLECHECK THAT ALL ASPECTS OF TECHNICAL AND BUSINESS PROPOSALS ARE ADDRESSED, THAT MATHEMATICALLY YOUR BUSINESS PROPOSAL IS CORRECT, AND THAT YOU HAVE PRICED THE PROPER UNIT OF ISSUE FOR THE PRODUCT.

NOTE: You are reminded to make sure that personnel capable of addressing various aspects of the site visit be available to the Technical Panel. Please be prepared to discuss and/or demonstrate, in the detail required in "Submission Requirements", those factors identified by "SITE VISIT".

NOTE: The Government reserves the right to make an award without discussions. Your best efforts should, therefore, be in your original offer.

EVALUATION FACTORS FOR AWARD**GENERAL**

A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Specifically, offerors will be individually evaluated and rated against the criteria defined herein.

The following Technical factors are equal in importance and shall be used to evaluate offers:

- I Past Performance/ Corporate Experience
- II Distribution System / Force Protection/Quality Assurance/Inspection and Sanitation/Supplier Selection
- III Customer Support/Product Availability/Surge Mobilization Readiness/Location

The Technical proposal is significantly more important than cost or price. However, when *proposals* become equal in technical merit, the evaluated cost or price may become more important. As technical merit and the evaluated cost or price become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers.

They are listed in descending order of importance:

1. Small Disadvantaged Business Concerns;
2. Small Business Concerns which are also Women Owned Small Business Concerns;
3. Other Small Business Concerns;
4. Other concerns which are Women Owned Business Concerns

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 the 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.

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 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. Only the highest rated offerors will be included in the competitive range. The Government reserves the right to make award based on initial proposals.

If award is not made based on initial proposals the Contracting Officer will make a competitive range determination and submit it to the Source Selection Authority for approval. Written discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 and 15.506, 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. Finally, a proposal will be selected for award by the SSA, as described in paragraphs below.

2. EVALUATION PROCESS

(a) **Technical Evaluation Process** – Offerors are required to present a portion of the technical information during the structured plant site visit and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified 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.

(b) **Business Evaluation Process** - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate the offeror's total unit price on a market basket of items (Schedule of Items). A separate evaluation will also be made of the distribution prices provided for the market basket items. Distribution prices for all categories will also be evaluated for reasonableness. The Government will evaluate limited pricing information in accordance with FAR 15.4. The Government will evaluate each offerors proposals to determine cost or price realism. Cost or price realism will demonstrate an offerors understanding of the requirements of the solicitation. The estimated quantities will be multiplied by the unit prices to determine the lowest total aggregate price to the Government. Aggregate

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

distribution prices will be calculated in the same manner. Option prices will be evaluated using the same method. All five (5) totals (base year and four (4) options) will be combined to determine the lowest overall cost to the Government. In addition, raw figures will be computed for the evaluation of the Category Distribution Prices. The total aggregate price is relatively more important than the aggregate distribution price, which is more important than the Category Distribution Pricing. **However**, as the differences in the total aggregate prices of technically equal offers decrease, the importance of aggregate distribution prices will increase.

(c) Socioeconomic Evaluation Process – Paragraphs G, H and I are considered socioeconomic programs and will be evaluated against the requirements of the solicitation.

3. SELECTION PROCESS

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Evaluation Panels. 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

EVALUATION FACTORS FOR AWARD

TECHNICAL PROPOSAL EVALUATION CRITERIA – PART 1

The following evaluation criteria are equal in importance at the factor level. Each factor will state the importance of its sub-factor. 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.

FACTOR I - PAST PERFORMANCE/ CORPORATE EXPERIENCE**The Sub-factors for Past Performance/Corporate Experience are in descending order of importance.****A. Past Performance**

1. When evaluating Past Performance, the offeror's written proposal (attached forms), Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror will be taken into account. This agency's personal experience with the offeror (if any) in terms of performance will be considered to be more significant than information provided by any other references.

2. The Government will evaluate the offeror's record of performance both as a regular dealer/prime vendor and with Government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service at fair and reasonable prices. Offerors will also be evaluated on socioeconomic issues of past and present contracts (both Government and Commercial). Offerors that do not have records of past performance on socioeconomic issues will neither be rated favorably nor unfavorably. This evaluation will also be performed for any partner involved in the proposed contract.

3. The Government will access the prime vendor's, or partners experience on contracts that in whole or when combined with other contracts, replicate the size and complexity of this solicitation. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.

4. The above evaluation will also be performed for any joint venture, partnership, etc. involved in the proposed contract.

B. Corporate Experience

1. The Government will evaluate the offeror's corporate experience in fulfilling requirements or similar dollars and volume for other customers in a Prime Vendor/Regular Dealer capacity and other Government contracts, if any. This assessment will be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract. This evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.

2. The offeror's identification of key personnel, or caliber of personnel, who will be key to the day to day management and overall success of the Prime Vendor Program will be used to substantiate the company's experience as a full-line foodservice supplier.

FACTOR II – DISTRIBUTION SYSTEM/FORCE PROTECTION/QUALITY ASSURANCE/INSPECTION AND SANITATION/SUPPLIER SELECTION

The sub-factors for Distribution System, Force Protection, Quality Assurance, Inspection and Sanitation, and Supplier Selection are equal in importance as follows:

A. Distribution Resources

1. The firm's available capacity and resources will be evaluated as to how the requirement of the solicitation will be supported. Included, but not limited to, are warehouse space, distribution resources, delivery vehicles and equipment. In addition, offeror will be evaluated to see if orders can be filled accurately and completely (Fill Rate, NIS Items) to meet the delivery schedule.

B. Force Protection

The Government will evaluate the offerors' security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The steps taken to insure that products and/or packaging have not been tampered with or contaminated throughout the entire manufacturing/distribution process will be evaluated.

C. Quality Control and Assurance Procedures .

The offeror's overall quality control and assurance procedures to assure quality products are acquired and supplied will be evaluated.

D. Inspection and Sanitation Procedures

The offeror's overall inspection and sanitation procedures assures proper procedures are maintained

E. Supplier Selection Procedures

The offeror will be evaluated on their ability to provide a continual supply of quality products with minimal variation and their methods to assure that standardized product quality will be maintained.

FACTOR III - CUSTOMER SUPPORT/PRODUCT AVAILABILITY/SURGE MOBILIZATION AND READINESS/LOCATION

The Sub-factors for Customer Support, listed as follows, are in descending order of importance:

A. Customer Service Approach

The offeror's commitment to customer satisfaction, to include customer service strategy and the role of the customer service representative. In addition, the offeror's ability to adapt to deviations to the electronic ordering system and associated charges. Also, the offeror's policy on breaking cases and any associated fees.

B. Surge/Mobilization/Readiness

1. The Government will evaluate the offeror's ability to support "surge/mobilization" requirements, including time frames and overall completeness and ingenuity in a readiness situation.

C. Product Availability/Technical Descriptions

The offeror's technical descriptions meet our requirements.

D. Location

The offeror's location as it relates to the support for the customer for regular deliveries and emergency deliveries.

**EVALUATION FACTORS FOR AWARD
BUSINESS PROPOSAL EVALUATION**

The following evaluation criteria are listed in descending order of importance. Aggregate Pricing is relatively more important than Distribution Pricing, which is more important than Category Pricing. However, as the difference in the aggregate prices of technically equal offers decrease, the importance of distribution pricing will increase. Cost or Price is more important than Socioeconomic programs. Socioeconomic programs are listed in descending order of importance and together are of least importance among all non-price factors and are less important than Cost or Price.

PRICING

A. Aggregate Pricing

The Government will evaluate the offeror's proposed pricing on the items selected from the list of the highest usage items provided by the customers listed in this solicitation. See Market Basket "Prime Vendor 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 then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. There will also be a comparative analysis of item prices to identify unusually high or low pricing on individual items.

B. Distribution Prices

The Government will evaluate each offeror's distribution prices by determining an aggregate dollar value. This will be determined by multiplying the distribution prices by the estimated yearly requirements for the items listed in the Schedule of Items. The aggregate dollar value will then be evaluated for reasonableness and overall low cost to the Government. Distribution prices, for all years and categories will be evaluated for fairness and reasonableness. The percentage of distribution fee to total aggregate cost will also be evaluated.

C. Category Distribution Pricing

The Government will evaluate each offeror's distribution prices for each category by determining an aggregate distribution price dollar value based on each category and its corresponding distribution price. The aggregate dollar value will then be evaluated for overall low cost to the Government. There will also be a comparative analysis of distribution to identify price fairness and reasonableness.

D. Product Listing

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

NOTE: E, F, AND G WILL BE COMPARATIVELY RANKED.

E. Socioeconomic Considerations

The Government will evaluate the offeror's proposed socioeconomic participation and goals to plan to ensure that, to the maximum extent practical, small, small disadvantaged, women-owned small business, hub-zone small business and veteran-owned small business are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar values and comparatively assess the goals among the offerors.

The Government will also perform a risk analysis of the offeror's Socioeconomic goals by evaluating organizational efforts – the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small business (SB), veteran owned small business (VOSB), service disabled small business (SDVOSB), small disadvantaged business (SDB), women-owned small business (WOSB) and Hub zones small business (HZSB) firms will be evaluated. This assessment can enhance or detract from the overall factor ranking. 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 businesses 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.

Large business concerns must include a Small Business and Small Disadvantaged Business Subcontracting Plan when requested.

F. DLA Mentoring Business Agreement (MBA)

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 ranking; this ranking 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, HZSB's, VOSB's, and SDVOSB's, concerns in expanding their businesses.

G. Javits-Wagner-O'Day Act (JWOD)

The Government will evaluate the offeror's JWOD participation and goals to ensure that, to the maximum extent practical, JWOD entities are used as both suppliers and subcontractors in support of the Prime Vendor contract. The Government will evaluate the participation levels in terms of percentage and dollar value and comparatively assess and rank the goals among the offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified non profit agencies for the blind and other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating.

DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment 1: NAPA Holders Listing

Attachment 2: Subcontracting Plan

Attachment 3: Standard Operating Procedures For Prime Vendor System Management Visits

Attachment 4: STORES EDI Information & 810 Transaction Set

Attachment 5: Current Catalogs-Hill AFB, Utah

Attachment 6: Market Basket Items

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

ATTACHMENT #1NAPAS**NATIONAL ALLOWANCE PROGRAM (NAPAs)**

- List of NAPAs:

Agreement No.	Vendor
0001	Kraft and Nabisco (merged)
0002	Kellogg Sales Company
0003	Jimmy Dean & Bryan Foods
0004	Sara Lee Refrigerated Foods
0006	Schwan's Food Service
0007	Simplot
0008	Campbell Soup Co.
0010	Diversified Food Products
0011	General Mills Bakeries & Food Service Inc.
0012	Readi-Bake, Inc.
0013	Tyson Foods, Inc.
0014	McIlhenny Inc.
0015	Nestle Brands Foodservice Co.
0017	Bunge Food Group
0018	Hillshire Farm & Kahn's
0020	M & M Mars
0022	Sara Lee Bakery
0024	Con Agra Frozen
0025	Smithfield Foods Corp
0026	Danner Company Inc

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0028	Natural Seasoning
0029	Otis Spunkmeyer
0030	Con Agra Refrigerated Foodservice
0032	Heinz
0034	J. M. Smuckers Co.
0036	Tones Brothers, Inc.
0038	McCormick & Company
0040	Brakebush Brothers Inc.
0042	Vitality Foodservice, Inc.
0043	McCain
0045	Land O Lakes
0047	Ferrante Brothers/Nick's Sausage
0048	Aurora Foods, Inc.
0049	French's Foodservice
0055	Simply Fresh Fruit
0056	Lyons Magnus
0057	Michael Foods, Inc.
0058	G & A Food Service
0060	Perdue Farms, Inc.
0063	Portion Pac, Inc.
0068	Awrey Bakery Food Service
0070	Pepsico Foodservice & Vending
0072	Continental Mills, Inc.
0075	J & J Snack
0077	Rose Packing Co.
0080	Fernando's Food Corp

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0082	Chef America / Nestle Handheld
0087	Custom Food Products
0091	Devault Foods
0095	Unilever Best Foods
0096	Pilgrims Pride
0098	Daily Foods, Inc.
0100	Trident Seafoods Corp.
0102	The Minute Maid Co.
0105	Sugar Foods Corp.
0107	Par-Way/Tryson Co.
0108	Precision Foods, Inc.
0109	Lamb-Weston, Inc.
0112	Pierre Foods
0113	Kronos Products, Inc.
0114	Del Monte Foods
0119	Very Fine Products, Inc.
0124	Zartic, Inc.
0125	Country Pure Foods, Inc.
0127	Bridgford Foods Corporation
0130	First Food Company
0133	Dean Foods
0139	Ocean Spray
0140	Berks Packing Co., Inc.
0142	Rich Products Corp.
0144	Hebrew National
0147	Cloverdale Foods, Inc.
0150	Castleberry/Snow's Brands

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0152	Basic American Foods
0154	Lemon X
0157	Advance Food Company
0159	Reilly Foods
0160	Atkins
0161	Martha Olson's
0164	Chicken Of The Sea International
0166	S & W International Food Specialties
0169	Fontanini Italian Meats
0171	Con Agra Foods, Inc. - Con Agra Poultry Co.
0173	C.H. Guenther & Sons
0177	Costa Macaroni
0179	Quantum Foods
0180	Cargill Inc./SunnyFresh
0181	Citrus Group, Inc.
0183	Bruce Foods Corporation
0187	Windsor Frozen Foods Company
0191	Richmond Peak Quality
0196	American Pride Seafood
0197	Vanee Foods Company
0200	Terry's Comfort Foods
0204	J.O.Y. Foods Inc
0210	GFF Inc. (Girard's Foodservice)
0211	Hatfield Quality Meats
0214	S & K Industries, Inc.
0216	Bakery Chef

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0217	Coffee Express
0218	Super Bakery, Inc.
0221	Baltimore Spice Inc.
0226	Alrod Enterprises, Inc.
0227	Military Food & Beverage Specialists
0230	Mott's Inc.
0231	Victoria Packing Corp.
0232	Yocream International
0233	Hormel Foods
0234	Sara Lee Dressing & Sauces
0235	Kan Pac, LLC
0237	House-Autry Mills, Inc.
0238	State Fair Foods, Inc.
0240	Escalon Premier Brands
0241	Chicagoland Foods
0243	Conagra Signature Meats
0244	Gilardi Foods, Inc.
0245	Viking Seafoods, Inc.
0246	Oregon Chai, Inc.
0247	MultiFoods
0248	Hope's Country Fresh Cookies
0249	Clement Pappas Co, Inc.
0251	Box Lunch L.P.
0252	Rastelli Fine Food
0253	Sweet Streets Desserts, Inc.
0254	Larsen Farms

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0255	Pepe's Incorporated
0256	Baumer Foods, Inc.
0257	Boja's Foods, Inc.
0258	Con Agra Dairy FoodService
0259	Ruiz Food Products, Inc.
0260	Mann's LLC
0261	Quantum Culinary, LLC.
0262	Rich Products Beverage Division
0263	Schwan's Bakery Division
0264	Snow Ball Foods
0265	Chattanooga Bakery/Moonpie
0266	Millennium Custom Foods
0267	Farmland Foods
0268	Monterey Mushrooms, Inc.
0269	Truitt Brothers, Inc.
0270	Snyder's of Hanover
0271	Cuisine Solutions
0272	Darlington Farms
0273	C & R Foods, Inc. / Eyas Inc.
0274	RDV Ventures, Inc.
0275	Truserve Products, Inc.
0276	Kings Delight
0277	Wm H Leahy Associates/Carbotrol Foods
0278	Syracuse Italian Sausage Company

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

0279	Buena Vista Food Products Inc.
0280	Lea & Perrins, Inc.
0281	Southstream Seafoods, Inc.
0282	Clement's Pastry Shop, Inc.
0283	King & Prince Seafood Corp
0284	Dole Packaged Foods
0285	Johnsonville Sausage
0286	BD&K Foods, Inc.
0287	Grand Brand/True Lemon
0288	Shasta Sales Incorporated
0289	S&D Coffee, Inc.
0290	Hawaii Coffee Company, Inc.
0291	Domino Foods, Inc.
0292	Tulkoff Food Products, Inc.
0293	Coastlog Industries Limited
0294	Klement's Foodservice
0295	Starbucks Coffee

ATTACHMENT #2

**SAMPLE SUBCONTRACT PLAN
FOR
UTILIZATION OF SMALL BUSINESS (SB)
SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS
WOMEN-OWNED SMALL BUSINESS (WOB) AND
HISTORICALLY BLACK COLLEGES/UNIVERSITIES AND
MINORITY INSTITUTIONS (HBCU/MI) AND
HUBZONE SMALL BUSINESS CONCERNS
VETERANS GOAL**

Submitted By:

Company Name
Address
City, State, Zip Code

Prepared By: _____
Date: _____

Approved By: _____
Date: _____

Prepared By:

DCMC Baltimore Small Business Office
217 East Redwood Street
Baltimore, MD 21202-5299
(410)962-9735
Revised October 2000

GOAL FORM – COMPANY NAME

SOLICITATION/PFP NUMBER:

1. In presenting goals, the contractor’s plan should include an estimate of the total dollar amount of subcontracts to be awarded to large and small businesses under the individual contract, and identify both the dollar amount and percentage of this total that is expected to be awarded to all small (including disadvantaged) business firms. The contractor’s plan, as illustrated in the example below, should then identify both the dollar amount and percentage of this latter estimate that is expected to be awarded to disadvantaged small business, WOB concerns and Hubzone Small Businesses, and Veterans Goals.

2. The following is a DCM Baltimore Sample Format for presenting goals that are generally accepted by most DoD buying offices:

	DOLLARS	PERCENT
Total Contract Price	_____	_____100%
Total Amount to be Subcontracted*	_____	_____ % of Total
To Large Business Firms	_____	_____ % of Total
Subcontracting		
To Small Business Firms* (To include all SBs, SDBs, WOBs & HBCU/MI’s & Hubzones)	_____	_____ % of Total
To Small Business (Non-disadvantaged)	_____	_____ % of Total
To Small Disadvantaged*	_____	_____ % of Total
To Women-Owned Small Business*	_____	_____ % of Total
To Hack’s/MI’s* (Subset of SDB goal)	_____	_____ % of Total
To Hubzone Small Business Concerns (+ % of Total)	_____	_____ % of Total
To SDVOSB	_____	_____ % of Total

*These dollars and percentages are goals required by law to be included in each plan. This format clearly present what is intended for each category of Small Business concerns.

3. Principal Products & Services (PP/S) to be subcontracted: (Indicated dollar amount under appropriate business column.)

PP/S	\$Other LARGE	\$SB	\$SDB	\$WOB	%HBCU/MI	Hubzone	\$Vet
------	------------------	------	-------	-------	----------	---------	-------

TOTAL	\$	\$	\$	\$	\$	\$	\$
-------	----	----	----	----	----	----	----

(Use separate sheet if required as attachment)

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

4. Rational for developing goals:

(You must be specific on how your major subcontracts were developed and if you have complied with FAR 52.219-9(d)(11)(iii). Do not use a boilerplate statement or plan will be rejected.)

5. Sources for subcontracting were identified by review of (company name) source lists, DLA Procurement Technical Assistance Center (PTAC) and SBA-PRONET. (Include others as appropriate.)

6. Indirect costs are included in the goals. The proportionate share to SB, SDB and WOB, Hub Zone SB is based on prorated percentages of this solicitation in relation to total dollars. Indicate the formula you used and the specific dollars in paragraph (2) above.

7. Mr. I.M. Shore, Assistant Director of Procurement will administer this subcontracting plan. His duties are to assure SB, SDB, WOB & HBCU/MI, Hub Zone, and Veterans SB of the following:

- a. Provide an equitable opportunity to compete for (company name) subcontracts
- b. Supervise or conduct employee training and motivation regarding utilization of all the above concerns; assure all personnel are included, i.e., Program/Project Managers, Contracts/Marketing, Buyers, Subcontracting/Purchasing.
- c. Contact appropriate organizations (i.e., SBA-PRONET, PTA Centers) to identify sources;
- d. Arrange corporate participation in trade associations, business development organizations, and conferences and trade fairs to locate sources;
- e. Counsel and discuss subcontracting opportunities with potential SB concerns, arrange appropriate assistance (i.e., technical, financial, management, etc.) to these firms as required and practicable. Procurement Technical Assistance (PTA) is further defined as:

(1) Assure that company's solicitation terms and conditions (i.e., format, wording, response, time specifications, quantities, delivery schedules, terms of payment, etc.) are sufficiently simple and attainable to attract maximum SB participation.

(2) Discuss/clarify other solicitation terms and conditions as required, but especially to those SB concerns that bid but will not receive award.

(3) Refer SB concerns to appropriate activities (i.e., Small Business Administration, Procurement Technical Assistance Centers) for non-solicitation assistance.

- f. Serve as member of (company name) make or buy committee to assure timely consideration of the potentialities of all the above concerns.
- g. Review each planned procurement (subcontract or purchase order of \$1,000 or more) to assure maximum solicitation from SB concerns and as a minimum, all reasonable efforts are made to:

(1) Identify and solicit at least (one) SB source for each item or service previously procured from a large business "single source".

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

(2) Solicit at least three SB and one SDB for each procurement where adequate competition is known to exist.

(3) Assure that when SB source lists are excessively long, reasonable efforts are made to give all these firms an opportunity to compete over a period of time.

(4) Give each newly identified SB source an opportunity to compete at the earliest possible date.

- h. Review each subcontract of \$500,000 or more planned for award to a Large Business to assure that the solicitation included the FAR 219-9 clauses or equivalent.
- i. Review, approve and monitor Large Business subcontractor subcontracting plans when required. Assure procedures are in place to meet individual goals on each SB Plan incorporated into resulting contract.
- j. Perform (semi-annual) internal audit of (company name) compliance with all current SB program requirements, and semi-annual review of progress toward attaining goals. Assure processes are in place to provide timely reporting.
- k. Assure (company name) compliance with the records and reporting requirements outlined in 10 and 11 below.

8. Efforts (company name) will make sure that SB concerns have an equitable opportunity to compete for subcontracts are outlined in paragraph 7 above and demonstrated by the reports and records outlined in paragraphs 10 and 11 below.

9. (Company name) included the FAR 52.219-8 – “Utilization of SB and SDB concerns” clause in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except SB concerns) who receive subcontracts in excess of \$500,000 to adopt a plan that complies with FAR 52.219-9 and appropriate agency supplements.

10. (Company name) will:

- a. Cooperate in any studies or surveys as may be required by the customer.
- b. Submit periodic reports in order to allow the customer to determine compliance with this plan.
- c. Submit SF294/SF295 per the instructions on the forms.
- d. Ensure that its subcontractors agree to submit SF294/SF295 when applicable and monitor compliance by receipt of the SF294 reports.

11. (Company name) will maintain the following records:

- a. Source lists, guides and other data that identify and certify size of all categories of SB concerns.
- b. Organizations contacted to locate above SB concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000 and assure the subcontract/purchase order file(s) contain the following written summary:

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

- (1) Whether SB concerns were solicited and if not, why not
 - (2) Whether SDB concerns were solicited and if not, why not
 - (3) Whether WOB concerns were solicited and if not, why not
 - (4) Whether Hubzones were solicited and if not, why not
 - (5) If applicable, the reason award was not made to SDVOSB and if, why not
- d. Records of outreach efforts and contacts with trade associations, business development organizations and conference and trade fairs to locate SB sources.
 - e. Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with program requirements.
 - f. On a contract by contract basis, records to support award data submitted to the customer, including the name, address and business size written certification of each subcontractor.

ATTACHMENT #3PVQSMV
21 JAN 98**STANDARD OPERATING PROCEDURE
FOR
PRIME VENDOR SYSTEMS MANAGEMENT VISITS
TO
PRIME VENDOR DISTRIBUTORS****I. INTRODUCTION:**

A Prime Vendor Systems Management Visit (PVSMV) is a review of a contractor's management methods used to effectively meet the terms of the contract.

II. PURPOSE AND SCOPE:

This document prescribes the general guidelines and procedures for conducting Prime Vendor Systems Management Visits to Prime Vendor Distributors assigned to DSCP-HF Prime Vendor Regions, Directorate of Subsistence for contract administration. This document applies to the personnel of DSCP-HF and any other individual performing a PVSMV on behalf of DSCP-HF.

III. REFERENCE

American National Standard ANSI/ASQC Q92, Quality Systems – Model for Quality Assurance in Production and Installation

IV. BACKGROUND:

A. PVSMVs is comprehensive reviews of contractor methods and procedures used for contract performance. The key elements for effective Prime Vendor Systems Management are organizational structure, contract review, purchasing, production, inspection, and servicing.

B. Reviews will focus on (as appropriate within the terms of the contract);

1). Organizational Structure:

a. Management Responsibility for implementing an organizational structure capable to effectively perform the contract.

b. Control of documents: such as those used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.

c. Training needs are identified and training is given to employees.

2) Contract Review:

Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

3) Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DOD prescribed items, and should include verification of purchased products.

4) Production:

a. Product identification and traceability, especially in respect to DOD shelf life requirements, date of pack limitations, DOD approved sources, and product recalls.

b. Assurance those nonconforming product and customer complaints are identified and corrective actions taken.

c. Handling, Storage, Packaging, and Delivery. The contractor should have some established methods to control stored products, product selection, loading configuration, etc.

5) Inspection:

a. Process controls: Work instructions, especially where absence of instructions would adversely affect quality are developed and communicated.

b. Inspection and Testing procedures.

c. Internal Auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

6) Servicing:

Procedures for customer servicing to include: Not-In-Stock notification, product substitution authorization, complaints resolution, ordering system assurance, customer satisfaction evaluation, etc. are developed and communicated.

V. POLICY

A. PVSMV schedules will be approved by the Prime Vendor Regional Manager.

B. Scheduling visits with the contractor will be made by the Account Representative/Buyer for the contract.

C. PVSMVs is to determine that the contractor management methods designated for the contract are sufficient to meet the terms of the contract. Visits will not include overzealous reviews or recommendations to change contractor methods, policies, or procedures when those procedures are working satisfactorily.

D. Findings will be documented and reported as stipulated in this Standard Operating Procedure.

E. A Team leader for the visit will be selected when more than one individual are involved. The Team leader will hold a government pre-meeting with the individuals assigned to establish areas of responsibility, goals, and objectives for the visit.

F. Unless specifically referenced in the contract, contractor methods and procedures are not required to be documented.

VI. PERSONNEL PERFORMING PVSMVs

A. Personnel performing Prime Vendor Systems Management Visits should have an in-depth working knowledge of the contractor's responsibilities under the contract, and current problems being encountered in administration of the contract.

It is preferable to use a teaming approach to include individuals in the Procurement, Supply, Technical, and Quality Assurance disciplines assigned to the administration of the contract participate in the reviews.

Teaming will make the reviews more comprehensive and professional because of individual expertise in certain performance aspects.

B. Because of the complexity of the contractual relationships and customer service issues involved in Prime Vendor contracts, PVSMVs should not be performed by third party personnel representing DSCP-HF Prime Vendor Regions unless there is no other alternative. If a third party individual or activity is requested to perform a PVSMV, care should be taken to assure all aspects of the contractual requirements, status of problems, agreements or remedies are fully understood before designating the review. It may be necessary to limit the areas to be reviewed if a third party individual or activity is requested to perform a PVSMV. However use of subject matter experts is encouraged. For instance USDA-USDC Graders/Inspectors, or Veterinary Food Inspectors may be requested to perform product exams of selected products to verify that the product conform to the product technical descriptions.

VII. PROCEDURES FOR PERFORMING PVSMVs

A. SCHEDULING

Prime Vendor Systems Management Visits will be scheduled semiannually, or more frequently, if needed.

B. PREPARATION

1) Individuals performing PVSMVs shall review the current contract requirements and review with the Account Representative, Buyer, Supply, Quality Assurance, and Technical personnel, those areas requiring special attention. Planning for use of subject matter experts should be done in advance to schedule their presence on-site for other uses of their services. Individuals performing the PVSMV will review the contractor's proposal to familiarize themselves with the negotiated terms.

2) Visits will be announced. The Account Representative/Buyer will schedule the visit on mutually agreed dates of the DSCP representatives and the contractor to assure the visit is productive and necessary contractor personnel are available during the visit.

3) Review of problem or special interest areas will be made with the personnel assigned to administer the contract before departing to conduct the visit.

4) Necessary references, exhibits, or other material will be gathered before departing.

VIII. CONDUCTING THE VISIT

A. The individual or team will brief the contractor's management on the purpose of the visit before starting the review. If possible, a current organizational chart and contractor program manuals may be obtained from management. It should be noted that the contractor is not required by contract to possess a "program manual" or procedures documents. However, if they were available they would be useful when conducting the visit.

B. It is recommended that the review be started by having the contractor's representative walk the team through the facility so the review team can ascertain where functional responsibility is assigned.

C. The Prime Vendor PVSMV check lists are to be used to assure consistent review during visits. However, the checklists are not within themselves more than a tool for the visitors to assure necessary areas have been reviewed. The depth of the review of any area will be predicated upon the findings of the visit. If key indicators for the performance characteristic or function are satisfactory, usually that area will not require an extensive review.

D. The review factors for a PVSMV, the definitions of the baseline for compliance, and the key factor(s) relating to those base lines are as follows:

FACTOR 1. Organizational Structure:

a. Management responsibility for implementing an organizational structure capable to effectively perform against the contract.

Definition: The contractor's policy for supplying a product or service is implemented by assigning organizational responsibility and authority to all personnel who manage, perform, and verify work affecting the contract.

Key factors: the organizational structure assigns responsibility and authority for contract review, purchasing, production, and inspection.

b. Control of documents:

Definition: Documents when used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.

Key factor: Procedure and policy documents "when used" in contract review, purchasing, production, and inspection are controlled.

c. Training needs are identified and training is given to employees.

Definition: Methods or procedures exist for identifying and providing necessary training.

Key factor: Employees demonstrate through their work activity knowledge of their job responsibilities.

FACTOR 2.

Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

Definition: The contractor has an individual or activity assigned to review DSCP contracts and modifications to assure work solicited can be performed.

Key factor: An individual or organization is assigned contract review.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

FACTOR 3. Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DoD prescribed items, meet DoD shelf life requirements and date of pack limitations, domestic source products, etc., and should include verification of purchased products.

Definition: Review of purchasing instruments and procedures verifies DoD prescribed items and requirements are being met.

Key factor: Items as prescribed in the solicitation/contract is being purchased for DoD deliveries.

FACTOR 4. Production:

a. Product identification and traceability, especially in respect to DoD shelf life requirements, date of pack limitations, DoD approved sources, and product recalls.

Definition: Methods or procedures used account for DoD specific requirements.

Key factor: Identification and traceability of items allows selection of products meeting DoD requirements.

b. Assurance that nonconforming product and customer complaints are identified and corrective actions taken and recalls can be effected.

Definition: Methods or procedures exist for nonconforming product, customer complaints and their resolution and recalls.

Key factor: The organizational structure assigns responsibility and authority for nonconforming supplies.

c. Handling, Storage, Packaging, and Delivery.

Definition: The contractor should have established methods to control stored products, product selection, loading configuration, etc.

Key factor: Selection and delivery of products are made properly and delivered in the correct quantity and condition.

FACTOR 5. INSPECTION:

a. Process controls:

Definition: Work instructions, especially where absence of instructions would adversely affect quality are developed.

Key factor: Work instructions for special procedures are communicated.

b. Inspection and Testing procedures:

Definition: Procedures for condition of receipts, verification of purchased products, sanitation, stock rotation, etc. are communicated.

Key factor: Inspections and tests are completed for products, processes, or functions affecting quality of life or service.

Prime Vendor Solicitation: Hill AFB, Utah and Surrounding Areas

c. Internal auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

Definition: Documented procedures are reviewed for their adequacy and personnel's compliance to them.

Key factor: "When" an audit program is established it is being accomplished. NOTE: An internal auditing program is not required by the contract.

RECORDING FINDINGS:

The PVSMV checklist will be completed for each review. Notes documenting status of factors or elements on the checklist may be recorded on the checklist. The checklist provided in this SOP is only an example. Check list should be developed for each contract.

Findings requiring action by the contractor to modify methods or procedures to bring performance into contract compliance will be documented on a DD Form 1715 and a copy provided to the contractor during the visit, as soon as the discrepancy is noted. Or documented as determined by the team leader or Regional manager.

The DD Form 1715 will be completed and signed by the team leader or individual conducting the PVSMV. The specific contract reference shall be stated for the noncompliance, with a short summary of the finding and a statement of action required. (See example)

Other suggestions for improvement of processes or procedures affecting support to DoD under the contract may be discussed with the contractor's representatives, and documented on the PVSMV checklist. It is important to advise the contractor that these types of observations are only suggestions for improvement, and are not procedures requiring modification for contract compliance.

IX. REPORTING:

A. The individual or team will out-brief with the Respective Prime Vendor Regional Manager, the Account Representative, Buyer, and Contracting Officer for the particular contract involved.

B. The completed PVSMV checklist and Quality Deficiency Reports DD Form 1715 shall be provided to the Account Representative for the contract file and documentation of deficiencies noted.