

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER N/A		PAGE 1 OF					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER N/A		5. SOLICITATION NUMBER SPM300-06-R-0005		6. SOLICITATION ISSUE DATE 07/10/2006			
7. FOR SOLICITATION INFORMATION CALL: SUSAN BUDMAN, CONTRACT SPECIALIST				b. TELEPHONE NUMBER (No collect calls) 215-737-8324		8. OFFER DUE DATE/ LOCAL TIME 07/31/06					
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DSCP-HFVM DIRECTORATE OF SUBSISTENCE - BLDG 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092				CODE SPO102		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: 4224 SIZE STANDARD: 500		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)		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE				FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260				CODE S33150	
TELEPHONE NO.				<input 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	
		ACQUISITION FOR FULL LINE FOOD DISTRIBUTOR FOR AUTHORIZED CUSTOMERS IN THE SAN FRANCISCO/SACRAMENTO, CA/RENO,NV 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 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. <u>SPM300-06-R-</u> OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED	
						WARREN BROWN					

CONTINUATION OF THE BLOCKS ON PAGE 1(SF 1449)

BLOCK 8 (continued):

Offer due date/local time:

September 27, 2006, 3:00 p.m. Local Philadelphia Time

BLOCK 9 (continued):

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

Send **Mailed Offer** to:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Deliver **Handcarried Offer**, Including Delivery by Commercial Carrier to:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, Second Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

All handcarried 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 “handcarries” the package 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: FACSIMLE OFFERS ARE NOT ACCEPTABLE

BLOCK 17a. (continued):

OFFERORS: SPECIFY FAX NUMBER (S): _____
EMAIL ADDRESSES _____

BLOCK 17B. (CONTINUED)

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

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

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

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

CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

NOTE TO OFFERORS:

**THE CONTENT AND STRUCTURE OF SOLICITATION
SPM300-06-R-0005
HAS BEEN CHANGED.**

**PLEASE, READ CAREFULLY BEFORE SUBMITTING
YOUR OFFER.**

CAUTION NOTICE

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

Number	Reminder	Check
1	Fill in and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Return one (1) completed copy of the solicitation?	
4	Prepare and return 6 copies of the Technical Proposal briefing charts, 6 copies of the written portion of the Technical Proposal and 2 copies of the Business Proposal?	
5	Submit copies of technical descriptions for every item listed in the Market Basket Schedule of Items for each of the Zones being offered on?	
6	Submit manufacturer’s invoices for every item listed in the Market Basket Schedule of Items? <u>Note*</u> : A supplier’s quote is acceptable but an invoice is preferable. The invoice or supplier’s quote that you submit must be dated within two weeks of submission of your proposal. * Refer to solicitation for actual requirements.	
7	Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit hard copies as well as a copy on CD?	
8	Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Include two (2) copies of your most complete and current product listing for all items (food, beverage, and non-food) as part of the Business Proposal for informational purposes?	
10	Indicate the name(s) of presenter(s) for the Oral Presentation?	
11	Specify any dates that would not be acceptable for your firm to present your Oral Presentation at DSCP?	
12	Mark your calendar with the date scheduled for the Pre-proposal Conference at DSCP?	
13	Check your math for accuracy on your Business Proposal?	
14	Submit your best offer?	
15	Submit a Subcontracting Plan if your firm is a large business?	
16	For your Business Proposal, adjust your quantities to reflect the length of the base term and each option period in your spreadsheet calculations?	

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DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1: Subcontracting Plan
- Attachment 2: STORES EDI Information & 810 Transaction Set
- Attachment 3: Current Catalogs for San Francisco/Sacramento/Reno Areas
- Attachment 4: National Allowance Program Agreements
- Attachment 5: SOP for Prime Vendor System Management Visits/Site Visits
- Attachment 6: One2One Supplemental Data-Revised
- Attachment 7: Federal Stock Class List for Related Non-Food Items for DSCP
- Attachment 8: Modified LSN Request Form
- Attachment 9: Modified FSOS Request Form
- Attachment 10: Market Basket of Items-448 Items-Two Year Base
- Attachment 11: Market Basket of Items-448 Items-First Option Year
- Attachment 12: Market Basket of Items-448 Items-Second Option Year
- Attachment 13: Market Basket of Items-448 Items-Third Option Year

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(SEPT 2005)**

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

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

(e) *Definitions.*

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

(f) *Excusable Delays.*

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

(g) *Invoice.*

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

FAR 52.212-4 (CONTINUED)

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

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

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

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

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

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

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

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

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

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

FAR 52.212-4 (CONTINUED)

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

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

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

transportation is f.o.b. destination.

(k) *Taxes.*

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

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

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

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

FAR 52.212-4 (CONTINUED)*(p) Limitation of Liability.*

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

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

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

FAR 52.212-4 (CONTINUED)

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

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

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

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

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

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

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

(c) *Changes*.

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

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

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

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

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

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

3. Paragraph (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
- (iv) DSCP Consumer Safety Officer at 215-737-3845

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

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

ADDENDUM 52.212-4 (CONTINUED)

- (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”.

5. Paragraph (u), Subsistence EPA – Actual Cost of Materials, is added as follows:

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

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

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

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

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

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

(2) “*Delivered price*” means the current net price per unit charged to the Contractor for supplying the Contractor a representative weekly requirement for an item covered in the ordering catalog to the Contractor’s distribution point not later than the Wednesday, 3:00 PM ET cutoff for updating the following ordering week’s ordering catalog price. The last (most recent) vendor price for an item should usually meet this definition if covering a substantial quantity of the

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

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

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

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

(c) PRICE ADJUSTMENTS

(1) General.

(A) All ordering catalog prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. If the Contractor’s applicable delivered price changes after the contract date, the corresponding contract unit price shall be changed (increased or decreased) by the same amount. The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DSCP will be charged the contract unit price at time of each order regardless of any changes in the unit price occurring in any subsequent ordering week. In the event the Contractor finds a price recorded in the ordering catalog was not computed in accordance with this clause, the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter submit a refund proposal.

ADDENDUM TO FAR 52.212-4 (CONTINUED)

The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect the change.

(B) The Contractor shall submit a request weekly for approval of price changes and for the retention of current prices, no later than Wednesday, 3:00 PM ET to be effective in the following ordering week's ordering catalog prices. The Contractor shall notify the Contracting Officer of its request in the form of an EDI 832 transaction set or via an update to the USDA web-ordering tool, as applicable. The notice shall include the Contractor's adjustment in the delivered price component of the applicable contract unit price.

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

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

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

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

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

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

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

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

(d) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT**. The aggregate of contract unit price increases for each item under this clause during any single performance period (base or option period) shall not exceed 10 percent (%) of the initial contract unit price in such performance period except as provided hereafter. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

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

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

(e) **EXAMINATION OF RECORDS**.

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

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

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

(v) Price Warranty and Verification.

(1) The offeror 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.

(2) The Government intends to 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 three (3) years after issuance of the applicable delivery order, or as otherwise required by the terms of the contract. The Contracting Officer will normally 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), and may conduct a more extensive review. The contractor shall promptly refund any overcharges discovered during this process. Overcharges will probably also result in more frequent price verification analyses.

(3) 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.

(4) In conjunction with the above, the contractor should note the following: Variable (catch) 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 mathematical rounding procedures.

(5) 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 price.

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

(iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor 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.

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

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 an 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))

FAR 52.216-18 -ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through two (2) years thereafter.

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

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

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

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

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period.

(c) The contracting officer may extend the term of this contract for 3 additional option period(s) (Option 1 is an 18-month period; Option 2 is a 12-month period; Option 3 is an 18-month period) by written notice by close of business to the contractor within three (3) days before the expiration date of the contract, provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

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

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

(f) 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.

(g) The total duration of any options exercised under this clause shall not exceed 18 months for Option 1, 12 months for Option 2, and 18 months for Option 3.

(h) 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.

DSCP 52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992)

To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

ADDENDUM TO FAR 52.212-4 (CONTINUED)

DSCP 52.211-9P36 FDA COMPLIANCE (JAN 1992)

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

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

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 nonconformance's. In these cases, the applicable agency, commissary, or activity may reprocur 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 reprocurement 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.

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

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.

ADDENDUM TO FAR 52.212-4 (CONTINUED)

DSCP 52.246-9P31 SANITARY CONDITIONS (JAN 1998)

(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.

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

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

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers." published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the 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.

ADDENDUM TO FAR 52.212-4 (CONTINUED)

52.246-9P31-SANITARY CONDITIONS (CONTINUED)

(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.

(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.

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

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

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

ADDENDUM TO FAR 52.212-4 (CONTINUED)

DSCP 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) (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 thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

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

DLAD 52.217-9017 TAILORED LOGISTICS SUPPORT PURCHASING REVIEWS (JUN 2006)

1. From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency, Defense Contract Audit Agency, and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.

2. The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

ADDENDUM TO FAR 52.212-4 (CONTINUED)

- a. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.
- b. The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.
3. When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.
4. If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.
5. At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

ADDENDUM TO FAR 52.212-4 (CONTINUED)

“To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor’s name) furnished all supplies or services called for by Contract No. _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause).”

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

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

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

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

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	Central Contract Registration	July 2006
52.208-9	Contractor Use Of Mandatory Sources Of Supply Or Services	June 2006
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999
52.247-34	F.O.B. Destination	Nov 1991
52.251-1	Government Supply Services	Apr 1984

ADDENDUM TO FAR 52.212-4 (CONTINUED)

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

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

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

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

The following additional provisions are incorporated by REFERENCE:

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

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2006)

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

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

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

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

- (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 (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) {Reserved}
- (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 (JUL 2005) (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)).
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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** (SEPT 2005/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).

FAR 52.212-5 (CONTINUED)

- (15) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (17) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246).
- (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).
- (19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- ___ (21) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (22)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (23) through (25) are not applicable and have been deleted.
- (26) **52.225-13**, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
Paragraphs (27) and (28) are not applicable to DoD acquisitions and have been deleted.
- ___ (29) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 2307 (f)).
- ___ (30) **52.232-30**, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 225(f). 10 U.S.C. 2307 (f)).
- (31) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (32) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (33) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (34) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (35)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. 1241).
- ___ (35)(ii) **Alternate I** (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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 (JUL 2005) (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.).

FAR 52.212-5 (CONTINUED)

___ (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.

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

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

(vii) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (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.

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

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

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

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

- 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 (JUN 2005) 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 (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JUN 2005) (__Alternate I) (JAN 2005) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (JUN 2005)10 U.S.C. 2534 (a)(3).
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEPT 2004)(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).

DFARS 252.212-7001 (CONTINUED)

- 252.232-7003** Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- 252.237-7019** Training for Contractor Personnel Interacting with Detainees (SEPT 2005)
(Section 1092 of Pub. L. 108-375).
- 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).
- 252.237-7019** Training for Contractor Personnel Interacting with Detainees (SEPT 2005)
(Section 1092 of Pub. L. 108-375).
- 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)

STATEMENT OF WORK

SUPPLIES / SERVICES AND PRICES

1. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into one (1) contract and one zone, to supply Subsistence products to the customers supported by this solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor will also be requested to provide related non-food items to some customers.

B. This solicitation contains the estimated food and beverage requirements for DoD and non DoD customers in San Francisco and Sacramento, CA and Reno, NV.

C. Customers in Zone 1 are located in San Francisco and Sacramento, CA and Reno, NV.

D. The resulting contracts made against Solicitation SPM300-06-R-0005 will be Indefinite Quantity Contracts that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractors (FAR 16.504(a)). These contracts will be for a two (2) year base term and contain provisions for an 18-month term for Option 1, 12-month term for Option 2 and 18 month term for Option 3. The combined length of the contract, including option terms, may total six (6) years. The Government intends to award one contract to the same firm. The resultant contract is for separate requirements and is not subject to the fair opportunity ordering requirements in FAR 16.505 and DFARS 216.505-70.

E. Estimated Value / Guaranteed Minimum/Maximum

1. The estimated dollar value of this total acquisition is \$72.8 million, (two-year base term plus three option periods, 18 months, 12 months, 18 months, respectively) with a maximum ceiling of \$109,200,000. See below for the figures.

Estimated Value / Guaranteed Minimum/Maximum (Continued)

2 YEAR BASE	\$ 14,549,396.00
10% MINIMUM	\$ 1,454,939.60
150% MAXIMUM	\$ 21,824,094.00
OPTION 1 (18 MONTHS)	\$ 10,912,047.00
10% MINIMUM	\$ 1,091,204.70
150% MAXIMUM	\$ 16,368,070.00
OPTION 2 (12 MONTHS)	\$ 7,274,698.00
10% MINIMUM	\$ 727,469.80
150% MAXIMUM	\$ 10,912,047.00
OPTION 3 (18 MONTHS)	\$ 10,912,047.00
10% MINIMUM	\$ 1,091,204.70
150% MAXIMUM	\$ 16,368,070.00
TOTAL (6 YEARS)	\$ 43,648,188.00
10% MINIMUM	\$ 4,364,818.80
150% MAXIMUM	\$ 65,472,282.00
ANNUAL ESTIMATE	\$ 7,274,698.00

2. The guaranteed minimum will be ten percent (10%) of the estimated award dollar value per contract period.

3. The maximum ceiling will be one hundred and fifty percent (150%) of the estimated dollar value per contract period.

4. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling in the event of emergencies, natural disaster, and/or mobilization for each Zone 1, and 2, is 350%, of the estimated dollar value per term for each zone.

E. Individual Customer Yearly Estimates

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>
Travis AFB, CA (Troop)	Air Force	\$ 1,665,565.30
Travis AFB, CA Child Development & Youth Centers	Air Force	\$ 201,048.07
Beale AFB, CA (Troop)	Air Force	\$ 603,575.08
Beale AFB, CA Child Development & Youth Centers	Air Force	\$ 56,282.82
Defense Language Institute, Monterey, CA	Army	\$ 1,795,372.56

Individual Customer Yearly Estimates (Continued)

<u>Installation</u>	<u>Service</u>	<u>Approximate Annual Total Purchases</u>
Defense Language Institute, Monterey/Monterey Rd, CA, CDC's	Army	\$ 73,862.78
NAS Fallon, NV	Navy	\$ 332,379.92
San Jose Job Corps Center, CA	JCC	\$ 597,303.87
Treasure Island Job Corps Center, CA	JCC	\$ 445,574.28
Fort Hunter-Liggett, CA	Army	\$ 548,608.88
Camp Parks Army Reserve Center, CA	Army	\$ 513,114.54
Ships in the San Francisco Bay Area	Navy	\$ 261,963.25
United States Coast Guard in the San Francisco Bay Area	USCG	\$ 310,741.55
Total Estimated Annual Dollar Value		\$7,405,392.30

2. **ITEMS**

A. This solicitation is for total food and beverage support and covers a broad range of items. The successful Prime Vendor will be expected to provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs, and other dairy products and non-food Food Service Operating Supplies. Currently fresh fruits and vegetables, fresh milk, and fresh bread/bakery items, do not have stated requirements within this solicitation, but they are within the scope of this procurement and the offerors may be required to provide them during the course of contract performance. However, distribution fees for these categories will be negotiated under this solicitation should the need arise. Prior to the actual addition of these items to the contract they must be determined to be at a fair and reasonable price by the Contracting Officer.

3. **PRICING**

Pricing will be based on the following formula:

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

A. **Definitions:**

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

PRICING (CONTINUED)

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

3. Distribution Price - The “distribution price” is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price, other than the delivered price. The distribution price typically consists of the 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. The price shall be formatted to no more than two (2) places to the right of the decimal point.

B. All of the customers listed within these zones will be utilizing the Government's ordering system, STORES, (the Subsistence Total Order and Receipt Electronic System). It is a requirement that pricing be fixed at the time the order is placed.

C. Vendors may change prices in their STORES Vendor Item Catalog on a weekly basis at a maximum, in accordance with the Subsistence EPA clause in these contracts. The submissions are to be made by Wednesday, 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 Wednesday, 3:00 PM Philadelphia time. See Attachment 2, “EDI Implementation Guidelines” for more information on the various EDI transaction sets 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 not submit an 832 transaction to add any item or to change an existing part number of an item without prior approval of the Contracting Officer. Requests to add any new item or to change part numbers of an existing item must be submitted via a completed “Modified” Request for New LSN form with invoice documentation attached, 72 hours prior to the planned 832 transmission. See additional information provided in Section XVIII. Catalog.

E. Vendors may submit alternate price change transmission timeframes (832 updates). However, it should be noted that prices cannot be updated more than once a week. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Wednesday’s. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

4. **OPTIONS**

A. The terms on this solicitation are as follows: Option 1 is an 18 month-term; Option 2 is a 12-month term; and Option 3 is an 18-month term. Acceptance of these options by the successful Prime Vendor(s) is mandatory. Distribution Prices must be submitted for each option term, as well as for the two (2) year base term. The Distribution Price for each option term must be offered as a dollar amount, formatted with no more than two (2) places to the right of the decimal point.

OPTIONS (CONTINUED)

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 terms will be considered, and evaluated, as no dollar value change (\$0.00 change) per option term.

5. CATEGORIES OF ITEMS

A. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. 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. If items in a specific distribution category are sold in more than one unit of measure, then distribution prices for each unit of measure applicable under that category must be offered. For example, if items in Category #1 are sold by the pound and some items are sold by the case, then a distribution price per pound and per case should be stated. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$1.50. Offerors must utilize the Government’s 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 missed, the offeror must bring it to the attention of the Contracting Officer **BEFORE** the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

B. Distribution Categories:

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 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, Breaded

Distribution Categories (Continued)

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, Hot Dogs, Pizza Toppings
20. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons
21. Fresh Bread and Fresh Bakery Products
22. Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces
23. Fats and Food Oils, Butter, Margarine
24. Sandwich/Meal Kits
25. Fruits, Juices, Nectar, Vegetables- Chilled
26. Fruits, Juices, Nectar, Vegetables- Frozen
27. Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products- Can, Jar or Bottle
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
29. 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
30. Desserts- Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers
31. Dairy Foods- Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk- Fresh, Chilled, or Frozen
32. Fresh Processed, Prepared, Chilled Salads
33. Soups, Frozen
34. Confectionary, Candy, Nuts, Sugars
35. Cocoa, Hot Chocolate, Coffee, Tea
36. Appetizers, Pizza, Pizza Crust, Desserts, Breads/Doughs, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish- Frozen
37. Entrees- Frozen
38. Entrees, Meats, Fish- Canned
39. Frozen Beverages, BIB- Requiring Dispensers
40. Beverages (Non-dispenser Type)- To include Canned Soda, Sports Drinks, Water
41. Mixes- Ice Cream/Soft Serve, Yogurt, Milk Shake
42. Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons
43. Other Grocery Items Not mentioned
44. Other Perishable (Frozen/Chill) Items not mentioned
45. Related non-Foods Products (FSOS)
46. Mandatory Items, as listed on Paragraph 15
47. Fresh Fruits and Vegetables

6. **BACKUP PRIME VENDORS**

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

7. **EFFECTIVE PERIOD OF CONTRACT- INDEFINITE QUANTITY CONTRACT**

A. The effective period for the base term of this contract if from the first order placed (excluding test orders) through two (2) years thereafter.

8. **NON-COMPETITION PROVISION**

A. 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.

9. **FRESH FRUIT and VEGETABLES**

A. Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from produce contracts awarded by DSCP under a separate contract.

B. If, after contract award, the ordering activities have a need for the Prime Vendor to deliver 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 price for these additional items. Prior to adding the items to the contract, they must be determined to be at a fair and reasonable price by the Contracting Officer.

10. **MARKET READY ITEMS**

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are 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. However, the distribution prices for these items will be evaluated, so that they will be pre-priced should the need arise for the Prime Vendor to deliver some or all of these items. Prior to adding to the catalog the Contracting Officer will review pricing for a fair and reasonable determination. The offeror **MUST** provide a distribution fee for these categories.

11. **RELATED NON-FOOD ITEMS**

A. This solicitation includes disposable products (related non-food items) associated with the preparation or serving of food for the DoD and non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies. A list identifying all stock classes related to non-food items can be found under Attachment 12.

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

12. **MANDATORY FOOD ITEMS AND DINING PACKETS**

A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).

B. The mandatory products are required to be purchased from the manufacturers listed in paragraph H. The listing of required mandatory products and manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”^{*} product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

C. Any other commercial equivalent product with “essentially the same”^{*} product characteristics can not be sold to the DSCP customers under this contract.

D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.

E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.

F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”¹ product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.

¹“Essentially the Same”

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

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

MANDATORY FOOD ITEMS AND DINING PACKETS (CONTINUED)

G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph H. below. Payments shall be made directly to the Designated Source making delivery.

H. Mandatory Products and Designated Sources:

NOTE TO OFFERORS- The following items are on the Mandatory Source Listing; however, there is currently no manufacturer/supplier as appointed by NISH. Commercial equivalent products may be used until a JWOD source is provided.

1. Pancake Mix, Devil’s Food Cake Mix and Gingerbread Cake Mix, Dehydrated Cottage Cheese, Whole Egg Crystals, and Milk Nonfat Dry:

2. Garlic Powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole):

Unistel Continental Development Service, Inc.
 650 Blossom Road
 Rochester, NY 14610
 POC: Mr. Jack Pipes
 Voice: 1-800-864-7835 X252
 585-224-0960 x6256

<u>STOCK NUMBER</u>	<u>ITEM</u>
8950-01-E60-5751	Garlic Powder, 1 lb co, 12/cs
8950-01-E60-5752	Garlic Powder, 6 lb co, 3/cs
8950-01-E60-5753	Garlic, Granulated, 25 oz co, 6/cs
8950-01-E60-5754	Garlic, Granulated, 12 oz co, 12/cs
8950-01-E60-5749	Paprika, Ground, 1 lb co, 12/cs
8950-01-E60-5750	Paprika, Ground, 4.5 oz co, 24/cs
8950-01-E60-7765	Pepper, Blk,Grd, Gourmet
8950-01-E60-7766	Pepper, Blk,Grd, Gourmet
8950-01-E60-7767	Pepper, Blk,Grd, Gourmet
8950-01-E60-7768	Pepper, Blk,Grd, Gourmet
8950-01-E60-7769	Pepper, Blk,Grd, Gourmet
8950-01-E60-7770	Pepper, Blk,Grd, Gourmet
8950-01-E60-8234	Pepper, Blk
8950-01-E60-8235	Pepper, Blk
8950-01-E60-8236	Pepper, Blk
8950-01-E60-8237	Pepper, Blk
8950-01-E60-8238	Pepper, Blk
8950-01-E60-8239	Pepper, Blk
8950-01-E60-8240	Pepper, Blk
8950-01-E60-8241	Pepper, Blk

MANDATORY PRODUCTS AND DESIGNATED SOURCES (CONTINUED)

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

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

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

13. REBATES / DISCOUNTS

A. The following instructions for rebates and discounts refer to those, which are in addition to NAPA's 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 discounted price.

B. Rebates and discounts are to be returned to DSCP when they are attributable to sales resulting from orders submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Government organization shall be given to DSCP or its customers in the form of an up-front price reduction. The discount/allowance shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that cannot be applied as an up-front price reduction must be coordinated with the Contracting Officer. The rebate must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

C. The Prime Vendor shall be as aggressive as possible in pursuing 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 other Government customer.

D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This rebate report shall be a break out of all rebates by manufacturer, and then sorted by customer/dining facility. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that monies due to the Government have been properly returned in accordance with the offer.

14. 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 Program: The program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.

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

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

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, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832-catalog transaction.

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

E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then 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 John Steenberge, Program Manager, NAPA Team, (215) 737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

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

NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA) (CONTINUED)

G. 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.

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

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

Notes:

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

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

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

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

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

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

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

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

15. 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 Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and Acquisition Specialist 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.

FOOD SHOWS (CONTINUED)

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 Contracting Officer/Acquisition Specialist a Food Show savings report, by customer. This shall be completed within 2 weeks of the ending of the allowance period. A total sales report for the same period shall also be submitted.

E. Food Show Allowances **must be passed on to the customers directly as a discounted price**. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted 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.

16. CUSTOMER SERVICE AND SUPPORT

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 Prime Vendor shall provide at least one (1) full time customer service representative to maintain continuous contact with the ordering activities. 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.

C. 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. Offerors shall address how they will take part in these forums and the value added services they will employ to enhance these meetings, as requested in the section entitled "Submission Requirements".

D. Since many of our customers only have access to the Government phone network, it is required that a toll free telephone number be provided.

17. 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.

18. CATALOG

The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process will become the basis of the catalog. It should be noted that this Market Basket represents 80% of the customers' requirements. After award additional items will be added as required by our customers. Any item added to the catalog after award will be determined fair and reasonable prior to its addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all weekly 832 updates in the catalog.

(A) Additions to the Catalog: All catalog updates via 832 transmissions for additions of any/all new item(s) and/or change(s) to vendor part numbers to any existing item(s) currently on the prime vendor catalog must have written approval from the Contracting Officer prior to any transmission for any/all addition(s) and/or changes(s). This written approval from the Contracting Officer shall authorize the specified addition(s) and/or change(s) and represent the Contracting Officer's determination of price reasonableness.

Under no circumstance shall a prime vendor transmit any catalog update addition or change without the Contracting Officer's approval. Vendors shall submit their request for approval for such additions and/or changes no later than seventy-two hours prior to the planned 832 transmission update. Vendors shall utilize the attached Modified Local Stock Number Request Form, completed in full, when requesting all item approvals. (See Attachment 3)

Each request must, at the same time, have the following documentation attached:
Copy of the manufacturer's original invoice signifying the delivered price, or Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, and manufacturer's point of contact information, and Distribution Price Category and distribution price dollar amount per unit of measure annotated on the invoice or price quote submitted for review by the Contracting Officer. Requests and their supporting documentation shall be faxed or emailed to the Contracting Officer for immediate review. The approved price for any/all items as submitted on the Modified Local Stock Number Request Form MUST be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

CATALOG (CONTINUED)

(B) Price Change:

Price changes will be in accordance with the Economic Price Adjustment (EPA)-Actual Material Costs (May 2006) DSCP included in this solicitation. The DSCP Contracting Officer will review all price changes to determine fair and reasonableness when 832 transmission updates are received, but prior to release of catalog to customer. As part of this review the Contracting Officer may require you to submit substantiated proof of your cost prior to his/her final approval.

(C) New Item Introduction: 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. The 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. 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. 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, excluding Government processing time, to source the items, obtain DSCP contracting officer approval for the item and price, obtain a stock number from DSCP (if required), 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 indicates a minimum movement of twenty (20) cases or more per month, or otherwise specified minimum case requirement.

19. 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 increase of the new business, will be reflected in the 150% maximum guarantee and the higher alternate ceiling.
- C. Additional customers are limited to those that receive Federal funding.

20. CENTRAL CONTRACTS

- A. DSCP's Central Contracting Office administers the contracts for Coca-Cola, Pepsi, and Dr. Pepper Bag-in-Box and canned soda. 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>
- B. From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTCs) to various suppliers for specific products to be distributed by the Prime Vendor. It is not mandatory for the Prime Vendor to order directly from these contracts. However, these contracts will provide the price ceiling for these items in same similar packaging.

CENTRAL CONTRACTS, (CONTINUED)

If the Prime Vendor chooses to catalog items from another source, other than that of the IDTC, the price charged by the Prime Vendor to the ordering activity will not exceed the IDTC price, plus the Prime Vendor’s negotiated distribution price. At time of award, and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. Currently, there are three (3) contracts in place for several types of French Fries and Hash Brown items.

DESCRIPTIONS / SPECIFICATIONS

1. ORDERING SYSTEM

A. All customers listed within this solicitation are currently using the Subsistence Total Order and Receipt Electronic Systems (STORES SSI) System or the STORES Web, accessed via the Internet.

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

1. STORES is the Government’s translator/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

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

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).

ORDERING SYSTEM, (CONTINUED)

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 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".

2. ORDER PLACEMENT

A. Customers orders are placed 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. As part of its Technical Proposal, the Prime Vendor shall submit a plan describing how it intends to notify customers of the non-availability of an item. It should be noted that the maximum time frame is 24 hours. 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.

3. FORCE PROTECTION

A. The Defense Supply Center Philadelphia (DSCP) Subsistence Directorate provides world-wide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DSCP to prevent the deliberate tampering and contamination of subsistence items. The contractor/vendor must insure that product and/or packaging have not been tampered or contaminated throughout the manufacturing, storage, and delivery process. The contractor/vendor must immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

B. As the holder of a contract with the Department of Defense, the contractor/awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the contractor/awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations. The Government strongly recommends that all firms review their security plans relating to plant security and security of the product, especially in light of the heightened threat of terrorism.

4. 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.

PRODUCT QUALITY (CONTINUED)

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).

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

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

5. SUPPLIER SELECTION PROGRAM/ACQUISITION PLAN

A. A Supplier Selection Program/Acquisition Plan shall be used. It should demonstrate the effectiveness of the program to provide a continued supply of quality products with minimal variation to product appearance, grade, yield, taste, texture, etc. The offeror’s methods to ensure that standardized product quality will be maintained when products are received from various suppliers must be included. Internal audits or management audits, training, and policies and procedures for the purchasing department to ensure the integrity of the purchasing system must be addressed.

Policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract. Include an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the most economical cost from responsible/reliable sources. Selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements. Price or cost analysis performed with every purchasing action. Procedures to ensure that proper types of subcontracts are selected and that there are controls including oversight and surveillance of subcontracted effort.

SUPPLIER SELECTION PROGRAM/ACQUISITION PLAN (CONTINUED)

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

1. Standardized product quality;
2. 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.

6. WAREHOUSING AND SANITATION STORED PRODUCTS PEST MANAGEMENT PROGRAMS

A. The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, as well as all pertinent state and local laws and regulations. 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.

7. 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.

8. 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.

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.

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

9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. The Subsistence Prime Vendor Branch will conduct Prime Vendor Quality System Management Visits (QSMV’s) to review the contractor’s methods used to comply with the terms of the contract and to verify that those terms are being met. QSMV’s may include on-site visits to subcontractors and/or product suppliers. The contractor shall make all arrangements for visits by DSCP Prime Vendor Personnel to contractors, subcontractors and suppliers. A copy of DSCP’s Standard Operating Procedure for QSMV’s is incorporated as Attachment 5.

B. National Meat and Seafood Audits:

a. Basic Audits:

1. 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:

- (a) Prime Vendor’s adherence to contract requirements.
- (b) The quality level of the materials supplied is at a satisfactory quality level and uniform throughout the DSCP-FT Prime Vendor Regions.
- (c) There is no product misrepresentation or substitution.

2. 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-FT Quality Assurance personnel. Representatives from the above agencies form the DSCP National Food Audit Team.

3. 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.

PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS (CONTNUED)

b. Audit Process:

1. During the audit the DSCP Quality Assurance representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DSCP NSN/LSN stock catalog. This includes, but is not limited to, adherence to the Berry Amendment and approved source requirements. Deviations from the contract or stock number requirements will color code-classified based on the severity of departure from requirements as follows:

GREEN = Acceptable no departures from the contract or the item description stock number requirements.

YELLOW = Needs Work to be fully acceptable, these minor departures from requirements have some impact on the usability of the item for the food service requirements however, can be tolerated by the services for short period of time not more than 30 days. (Some examples: are cataloging issues, **minor** - workmanship, weight issues, packaging issues, marking issues or labeling issues that would not necessitate a regulatory market suspension.)

BLUE = STOP- Supply To Other Programs or use Undesirable are deviations from contract or stock number requirements that materially affect, or are likely to materially affect the acceptability or serviceability, condition, or continued storage of an item for further use. Product is not desirable for DOD customer food service application. (Some Examples: are Domestic Source Violations, Regulatory Violations, Approved Source Violations, Wrong Item, Grade Failures or Mismatch, Expiration Date or Shelf Life, Major Workmanship or Fabrication Violations, Gross Weight Violations, Major Portion Control Violations, Labeling, Packaging Packing Violations)

RED = CONDITION STOP issue to DOD customers immediately (Recall Product) issues that materially affects or are likely to affect the serviceability or continued storage of an item for further use. (Some Examples: are products that exhibit off condition, decomposition, freezer burn, Dehydration or otherwise render an item not suitable for consumption or continued storage.)

2. 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 to include item corrective action, as well as corrective action to the system that caused the deficiency to occur.

c. Follow-up Audits

1. 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.

d. Audit Results

1. The audit results are performance indicators that will be used in conjunction with a firm's past performance. DSCP considers that 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) is the minimum standard for acceptable performance.

10. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

A. HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from “farm to table”. Food and Drug Administration (FDA) and Food Safety and Inspection Service (FSIS) HACCP regulations require industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The regulatory agency responsible for designing and enforcing its agency’s food safety programs will review each plant’s records and conduct other in-plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment’s HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

B. USDA-FSIS HACCP Regulation/Requirements:

1. Sanitation Standard Operating Procedure (SSOP): All plants
2. HACCP Plans:
 - a. Large establishments (500 or more employees)
 - b. Small establishments (more than 10 employees but less than 500)
 - c. Very small establishments (less than 10 employees or annual sales of less than \$2.5 million).

C. The FDA HACCP Regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be currently operating under a HACCP-based program.

11. JUICE AND DRINK DISPENSERS

A. When requested, the contractor shall furnish beverage dispensing machines, without additional charge to the Government as well as beverage products, as listed in the STORES Vendor Item Catalog. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor.

B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor’s bag-in-the-box juices, drinks. A sufficient number of machines and dispensing heads shall be installed in the customer’s facility to accommodate the specific needs of each ordering activity. The contractor will provide a technically qualified service representative to perform maintenance and quality control inspections as required and upon notice on each dispensing.

C. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and will be returned to the vendor at the conclusion of the contract in the same condition in which it was received, fair wear and tear excepted. Any concerns of excessive “wear and tear”, as noticed during routine maintenance and/or customer problem notification shall be immediately be brought to the attention of the Contracting Officer for further investigation.

12. 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.

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.

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

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.

MARKINGS (CONTINUED)

C. For Land Based customers: 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 no later than (3) three months after the award of the contract.

D. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.

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 delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. The authorized receiving official’s signature on the delivery ticket denotes acceptance of the product.

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

A. The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties that the contractor or its suppliers, as applicable, gives to any customer. The warranty 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.

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 and the Prime Vendor shall promptly pay the claimed amount. 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 Acquisition Specialist.

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

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

A. The duration of the contract(s) is for a two (2) year base term with an 18-month term Option 1, a 12-month term Option 2 and an 18-month term Option 3. The ordering period begins with the day after the end of the start up period.

B. The contractor’s start up period is defined as the timeframe which begins immediately after award and ends as the first order is place. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. An additional 30 days, will be granted for actual implementation. The total days allotted for the preparation and submission of the implementation plan, and the implementation (i.e. fully functional distribution accounts in place for all customers) shall not exceed forty (40) days.

C. Price changes to the contract catalog will be made in accordance with the Subsistence EPA – Actual Cost of Materials clause, as specified in this solicitation.

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. The contractor shall remove all excess pallets used for delivery from the CONUS customer’s location. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer’s timetable as listed below.

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

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central “Accounting/Troop Issue” activity of the installation after all drops have been made and prior to the carrier’s departure from 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.

DELIVERY INSTRUCTIONS (CONTINUED)

E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All product shall be segregated by drop-off point. 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:

Delivery Point/Name & Address/Special Delivery Instructions/POC's:

Defense Language Institute Monterey, CA: (W81X4F)

POC: Mr. Bent Ramskov/Nancy Labindalaua (Troop)

Phone: (831) 242-7949/7951

Address: DLI Monterey
Monterey, CA 93944-5006

Delivery Points:

Building 627- Combs Hall
Rifle Range Road

Building 838 –Belas Hall
Mason Road

Deliveries for the above will be Monday, Wednesday and Friday between 5:00 A.M. and 8:00 A.M.

Delivery Point:

Defense Language Institute Monterey, CA ,CDC/YOUTH (W62KP4 & W912A8)

POC: Ms. Amber Holt/Teresa Johnson/Elaine Vrolyks

Phone: (831) 583-1050

Address: Child Development Center-
Building 7693
7693 Monterey Road
Monterey Annex, CA 93944-5006

Deliveries will be made on Monday & Wednesday between 5:00 A.M. and 8:00 A.M.

Delivery Point:

Travis AFB, CA (Troop) (FT9092/FT6608)

POC: Mr. Martin Walker

Phone: (707) 424-5870

Address: 349 MAS,210 Goodall Street
Travis AFB, CA 94535-1155

Delivery Points:

Sierra Dining Facility (FT9090)

POC: SSGT Ramon Munoznuno

Phone: (707) 424-2720

Address: 1301 Burgeon Street
Travis AFB, CA 94535

Deliveries will be made on Monday & Wednesday between 7:00 A.M. and 4:00 A.M.

Flight Kitchen (FT9092)

POC: Praxedes Miller

Phone: (707) 424-2720

Address: 1201 Balter Street
Travis AFB, CA 94535

Deliveries for the above will be made on Monday, Wednesday and Friday between 7:00 A.M. and 12:00 P.M.

Delivery Points (Cont'd)

David Grant Medical Center, CA (FT4427)

Travis AFB

101 Bodin Circle

Travis AFB, CA 94535

POC: Gary Morgan

Phone: (707) 423-3993/DSN: 799-3993

Travis AFB, CA, CDC & Youth Center

POC: Mr. Lester Goree

Phone: (707) 424-0341

Child Development Center #1 (FT9497)

Bldg 665, 2 Illinois Street

Travis AFB, CA 94535-1155

Child Development Center #2 (FT9498)

Bldg 668, 4 Illinois Street

Travis AFB, CA 94535-1155

Child Development Center #3 (FT9499)

Bldg 7690, 100 Upson Street

Travis AFB, CA 94535-1155

Deliveries for the above will be made on Friday between 7:00 A.M. and 10:00 A.M.

Travis AFB Youth Center (FT9500)

POC: Ms. Agnes Wiley

Phone: (707) 424-5392

Address: Bldg 7763

310 Fairchild Drive

Travis AFB, CA 94535-1155

Deliveries will be made on Monday between 8:00 A.M. and 12:00 P.M.

Delivery Points:

Beale AFB, CA

Contrails Dining Facility (FT9137)

POC: TSGT Chris Muir

Phone: (530) 634-3606

Address: Bldg 2490, 17853 16th Street

Beale AFB, CA 95903

Burch Dining Facility (FT9138)

POC: SSGT Kim Warfield

Phone: (530) 634-9154

Address: Bldg 1084, 19501 Edison Avenue

Beale AFB, CA 95903

Delivery Points (Cont'd)

Deliveries will be made on Monday, Wednesday & Friday by 8:00 A.M.

Note: No 40' trailer access. Parking 50' from building, hand trucked into building

Delivery Points:

Beale AFB, CA, Child Development Center (FT9474)

POC: Ms. Michelle Bunnett
Phone: (530) 634-2915
Address: Bldg 3306
5190 Camp Beale Hwy, SVYC
Beale AFB, CA 95903

Deliveries will be made on Tuesday at 10:00 A.M.

Beale AFB, CA, Youth Center (FT9475)

POC: Ms. Amy Tavernia
Phone: (530) 634-2915
Address: Beale Youth Center
Building 3340
15160 Gavin Mandery Drive, SVYY
Beale AFB, CA 95903

Deliveries will be made on Monday, Wednesday or Friday between the hours of 9:00 A.M. and 10:00 P.M.

Delivery Point:

Treasure Island Job Corps Center, CA- (164848)

POC: Ms. Marizen Tomas/Alison Freeman
Phone: (415) 352-2474
Address: Treasure Island Job Corps Center
Bldg 368 East Side Avenue "D"
Treasure Island, CA 94130

Delivery Points:

Building 368 (East Side)

Deliveries will be made Monday, Wednesday, and Friday between the hours of 7:00 A.M. and 12:00 P.M.

Property Dept Job Corp, 736 "C" Avenue, Bldg 364

Deliveries will be made Monday, Wednesday, and Friday between the hours of 7:00 A.M. and 12:00 P.M.

Delivery Point:

San Jose Job Corps Center-(1691AN)

POC: Mr. Timmie Tien
Phone: (408) 937-3213
Address: San Jose JCC
Bldg "F", 3485 East Hills Drive
San Jose, CA 95127

Deliveries will be made Monday, Wednesday and Friday between the hours of 7:00 A.M. and 12:00 P.M.

Delivery Points (Cont'd)

Delivery Points:

Polar Star, Ice Breaker

Deliveries will be made on Monday between the hours of 7:00 A.M. and 11:00 A.M.

Delivery Points:

Naval Air Station Fallon, NV (N60495)

POC: Mr. Bill Schilling/Mary Waller

Phone: (775) 427-5488

Address: Galley, Bldg 303

4755 Pasture Road

Fallon, NV 89496-5000

Deliveries will be made on Monday, Wednesday and Friday between the hours of 8:00 A.M. and 11:00 A.M.

Delivery Point:

Fort Hunter, Liggett, CA- (W81WYN)

POC: Mr. Tom Harris

Phone: (831) 386-3520/DSN: 686-3520

Address: Fort Hunter Liggett

Food Services

Bldg 196

Jolon, CA 93928-0000

Deliveries will be made on Monday, Wednesday and Friday between the hours of 8:00 A.M. and 10:00 P.M. to Building 206

Delivery Point:

BT Collins-Sacramento, CA (W81MBY/BTCLNS)

POC: Ms. Faye Jenkins

Phone: (925) 875-4207

Address: BT Collins Army Reserves Training Center

6201 Midway Street

Dining Facility-Bldg 650

Sacramento, CA

Camp Parks Army Reserve Center, CA (W81T4F)

POC: Ms. Faye Jenkins

Phone: (925) 875-4207

Address: Camp Parks Army Reserve Training Center

Bldg #332

Dublin, CA 94568-5201

Deliveries will be made on Monday through Friday between the hours of 8:00 A.M. and 12:00 P.M.

Delivery Points (Cont'd)

Delivery Point:

Ships in the San Francisco Bay Area (R21108, SANFRN)

FISC San Diego will place orders directly with the Contractor for subsistence items providing date and time of arrival, pier # and name of ship arriving in the Port of San Francisco, CA. FISC San Diego will attempt to provide 48 hours notification to the contractor prior to scheduled delivery. However, this may not be possible in all cases, because of schedule changes by the Navy. Points of contact at FISC San Diego are:

Theresa Magnuson- (619) 556-7696

Delivery Point:

United States Coast Guard (USCG) in the San Francisco Bay Area

USCG customers will place orders directly with the contractor for subsistence items. It is anticipated additional USCG customers will be added during the life of this contract.

Delivery Points:

USCG Sherman- (Z11406)

POC: Ms. Karen Swedo/Kevin Roberts

Phone: (707) 765-7164

Address: United States Coast Guard Training Center-Petaluma
Haley Hall, Bldg 560
599 Tomales Road
Petaluma, CA 94952

USCG Boutwell-(Z11405)

POC: Chief Rapp

Phone: (510) 437-3447

Address: United States Coast Guard Training Center-Boutwell
Food Service Advisory Team- Bldg 54A
Alameda, CA 94952

USCG Morgenthau-(Z11408)

POC: FSI Mike Simpson

Phone: (510) 437-3981

Address: United States Coast Guard Training Center- Morgenthau
Alameda, CA 94952

USCG Munro (Z11410)

POC: FSI David Kohn.

Phone: (510) 437-3451/619-556-4092

Address: United States Coast Guard Training Center- Munro
Food Service Advisory Team- Bldg 54A
Alameda, CA 94952

Delivery Points (Cont'd)

USCG Center Petaluma, CA-(Z61200)

POC: Ms. Karen Swedo/James Acord
Phone: (707) 765-7164
Address: United States Coast Guard Training Center-Petaluma
Haley Hall, Bldg 560
599 Tomales Road
Petaluma, CA 94952

USCG Cutler, Aspen- (Z15248)

POC: FSI Bulhorst/A Thompson
Phone: (415) 399-3590
Address: United States Coast Guard Training Center-Aspen
Food Service Advisory Team- Bldg 54A
Alameda, CA 94952

Deliveries will be made on Monday through Friday between the hours of 8:00 A.M. and 12:00 P.M.

Delivery Point:

Naval Mobile Construction Battalions

POC: Chief Delagente
Phone: (805) 982-2772; DSN: 551-2772
Address: Bldg 1479 Pit Stop
Port Huenene, CA 93043

Delivery Points:

- 3rd Naval Mobile Construction Battalion- (N55103)**
- 4th Naval Mobile Construction Battalion- (N55115)**
- 5th Naval Mobile Construction Battalion- (N55114)**
- 40th Naval Mobile Construction Battalion- (N55448)**

Note: These locations listed above order food on an as needed basis for field exercises, which occur once a year.

5. FILL RATE / SUBSTITUTIONS

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

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

B. Definitions:

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

FILL RATE / SUBSTITUTIONS, CONT'D

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

1. Fill rate with and without substitutions.
2. List of all items that were not-in-stock (NIS), returned, damaged, mis-picks, substitutions, etc.

D. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor’s electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

6. 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 |

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.

7. SURGE/MOBILIZATION

A. Surge/Mobilization

1. Surge:

The capability to handle 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.

SURGE/MOBILIZATION (CONTINUED)

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.

B. Readiness Plan:

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

C. Pricing Constraints and Delivery To Deployed Forces:

1. When a customer within one of the resultant contracts has a unit deploy to an area outside their normal delivery point their current Prime Vendor will be given the opportunity to supply the unit's requirements at their temporary mission site, should, they, the customer choose. However, 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 customers in the geographic zone in which training will occur.

8. EMERGENCY ORDERS

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. The offeror is required to submit their plan for handling emergency orders; as well as what they actually consider an emergency, and additional costs, if any.

9. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

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

10. 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

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

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

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

2. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return Original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 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. Vendors 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.

INVOICING (CONT'D)

G. **For catch weight items, standard rounding methods must be observed i.e. <5, rounded down;=5 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. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice.

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

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

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number
2. DoDAAC
3. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
4. Item Nomenclature
5. LSN or NSN
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. Vendors are required to use the Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.

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.**

PAYMENTS (CONTINUED)

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 is mandatory that the vendors have the ability to view what the customer has or has not receipted, via the BSM website https://131.82.243.43/recon_tool/Login.asp. 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 (30) calendar days.

F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, “Payment by Electronic Funds Transfer- Central Contractor Registration” 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 Supplier Operations 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.

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

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum 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, customers 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 contractor shall electronically transmit the following reports to the DSCP Contracting Officer and Acquisition Specialist on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the **seventh day of the following month**. E.G., reporting period of January 1 through January 31, reports must be received by February 7.

MANAGEMENT REPORTS (CONTINUED)

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 in each zone.

B. 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.

3. Javits-Wagner-O'Day (JWOD): This report must list all products supplied by JWOD firms. Total dollars and percentages should be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to JWOD entities are also required.

C. 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.

D. Fill Rate Report - The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill rates with and without substitutions. The report should specify fill rates per customer and an overall average fill rate for all customers under the contract for the month being reported.

E. 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.

MANAGEMENT REPORTS (CONTINUED)

F. 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.

***G. 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.

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.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(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 preaward testing.

FAR 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.

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

FAR 52.212-1 (CONTINUED)

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

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

(h) Multiple Awards.

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

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

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

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

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

FAR 52.212-1 (CONTINUED)

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

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

(Applies to offers exceeding \$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.

(l) Debriefing.

If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

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

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

(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

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

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

Faxed offers are NOT authorized for this solicitation.

Proposal Preparation

(i) Two (2) different techniques shall be utilized when submitting your proposal – an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be in accordance with the instructions outlined in the “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 and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>ALLOWABLE TIME LIMIT</u>
I	Technical (Oral)	6 sets of Briefing Charts*	3-4 Hours**
I	Technical (Written)	6	N/A
II	Business	2	N/A

*Include any presentation materials to be used (i.e., slides, videos, etc.).

**Refer to Submission Requirements for specific limitations.

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

(iii) Volume I, Technical Proposal

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

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

ADDENDUM TO FAR 52.212-1 (CONTINUED)

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

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

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

(iv) Volume II, Business Proposal

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

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

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

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

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

Period of acceptance is 180 days.

3. Paragraph (f), LATE offers is changed to read as follows:

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

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

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

ADDENDUM TO FAR 52.212-1 (CONTINUED)

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

It is the only proposal received.

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

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

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

4. Paragraph (h) Multiple Awards.

The Government intends to make one award per zone.

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

I. GENERAL INFORMATION

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

(i) Two (2) different techniques shall be utilized when submitting your technical proposal, Oral Presentation and a Written Proposal. Except where otherwise noted, the Technical Proposal shall be presented orally 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)	6
	Formal Oral Presentation	
	Briefing Charts	6
II	Business	2

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to 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 accordingly.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Technical factors listed in this solicitation are considered to be more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., **Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory**. A **Neutral** rating for Past Performance may also be used.

C. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

¹ To include any presentation materials to be used (i.e. slides, videos, handouts, etc). The names and titles of the presenters and copies of handouts must be included in the written proposals, either on your briefing charts or as an attachment to the written part of your technical proposal.

ADDENDUM TO FAR 52.212-1 (CONTINUED)

D. All plans submitted as part of the offeror’s Technical Proposal are to be followed during contract performance. The Government reserves the right to incorporate into the resultant contract(s) those elements of an offeror’s Technical Proposal that exceed solicitation requirements, as well as all Implementation and general Business Plans. The Business Proposal “Market Basket Schedule of Items” delivered prices are used for evaluation purposes; but, the market basket items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the start of the contract and shall be reflective of these prices at the time of first order. These prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

E. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

F. The Government reserves the right to verify any information presented in the Technical and Business Proposals. Site visits to assess the accuracy of the information provided in an offeror’s proposal will be conducted during the evaluation process.

II. ORAL PRESENTATIONS AND SITE VISITS

A. An Oral Presentation is a technique that provides offerors with an opportunity to present information through oral means as a substitute for information traditionally provided in written form under the cover of the offeror’s proposal. The Oral Presentation is not a mere restatement or replication of the written proposal information but is in lieu of it. The purpose of using the Oral Presentation 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. One of the benefits of the Oral Presentations is that it permits the evaluators to receive information demonstrating the offeror’s understanding of the work or describing how the work will be performed, directly from the key members of the offeror’s team that will actually perform the work. The Oral Presentation should demonstrate the offeror’s understanding of the work to be performed and should describe how the work will be performed.

B. The purpose of a site visit is to view the offeror’s facility(ies) and business operations to verify what is presented in the Technical Proposal (Oral Presentation and Written Technical Portion). Site visits will be conducted after all Oral Presentations have been completed. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

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

C. Instructions for Oral Presentations:

1. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via an Oral Presentation. The Oral Presentation will be conducted at the Defense Supply Center Philadelphia (DSCP). The date of the Oral Presentation will be confirmed in writing seven (7) working days after solicitation closing.

ADDENDUM TO FAR 52.212-1 (CONTINUED)

It is anticipated that the first Oral Presentation will be scheduled to take place approximately fourteen (14) to twenty-one (21) days after solicitation closing.

2. The Oral Presentation is to be made only by key members of the offeror's company, including any partner(s) whom will be directly involved in the successful performance of the resultant contract(s). The names and titles of presenters must be included in the written proposal. If the offeror fails to indicate in its offer the names of those people who will be presenting at the Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.
3. All Oral Presentations will be recorded on a VHS-format videotape. A copy of the videotape will be made available to the offeror, if requested. It should be noted that the awardee's Oral Presentation videotape may be used for future training sessions. Offerors will be allotted no more than three (3) hours to present information, as specified below, on the following technical factors:
 - a. Experience/Past Performance
 - b. Distribution System/Capacity
 - c. Quality Assurance
 - d. Socioeconomic Considerations
 - e. Javits-Wagner-O'Day Act Entity Support
 - f. DLA Mentoring Business Agreement
4. It should also be noted that the DSCP Technical Evaluation Panel (TEP) may audiotape the presentation for its immediate reference, in addition to the videotaping.
5. Offerors will be allotted no more than three (3) hours to present information. It should be noted that there will only be one (1) Oral Presentation per submission, i.e. if there is any type of joint venture or partnership, only one (1) Oral Presentation at the three (3) hour limit will be permitted. If a firm is submitting a proposal for more than one zone, only one (1) Oral Presentation is required and acceptable. However, a firm will receive an additional 30 minutes for each/any other zone being offered on. Therefore, if a firm is offering on one zone, the Oral Presentation is limited to three (3) hours; two zones- three and one-half hours; three zones- four hours. Any/all information must be clearly identified as to which zone it applies to.
6. The TEP will NOT ask any questions during the presentation, nor will any questions from the presenters be allowed. There will be a break of approximately 20 minutes at the end of the first 1½ to 2 hours, then a 30-60 minute break at the end of the presentation. The Question and Answer period will immediately follow the Oral Presentation; this portion will also be videotaped. During the Question and Answer period, the TEP will ask for any clarifications to the offeror's presentation. The offeror will not be permitted to ask questions of the panel other than to elicit a better understanding of the TEP's question(s). The Oral Presentation, or the Question and Answer session, will not constitute discussions as defined in FAR 15.306(d). DSCP reserves the right to award without discussions.

ADDENDUM TO FAR 52.212-1 (CONTINUED)

7. The order in which Oral Presentations occur will be randomly selected, by lottery. Within seven (7) days after the closing of the solicitation, offerors will be notified of the date when presentations are to be conducted. Once the date for the Oral Presentation is set, requests for changes will not be entertained. Offerors are reminded to specify in writing what dates would not be allowable for an Oral Presentation. The Oral Presentation dates will begin approximately fourteen (14) to twenty-one (21) days after solicitation closing. Oral Presentations may or may not be scheduled for consecutive days.
8. The briefing charts to be used during the Oral Presentation will become part of the official record and must be submitted by the date and time specified for the receipt of proposals. Briefing charts received after this date and time are subject to provisions of FAR 52.212-1(f). If briefing charts are not submitted by the date and time specified for closing, then the firm waives the right to use any charts during its Oral Presentation. **NO HANDOUTS WILL BE ACCEPTED DURING THE ORAL PRESENTATION.** The briefing charts may not be altered between the time of the closing and the Oral Presentation. Any changes to the briefing charts may result in a score of “Unsatisfactory” for the factor to which the chart applied.
9. Offerors are reminded that they should not develop overly elaborate Oral Presentations or presentation materials, including briefing charts.
10. No pricing information shall be included in the Oral Presentation.
11. The offeror shall use the Oral Presentation as a means to communicate its understanding, approach, and experience in accomplishing requirements similar to those stated in the solicitation.
12. Oral Presentations will begin approximately at 9:00 AM. If the offeror has not completed its presentation within 15 minutes prior to the required ending time, a warning will be given. At the end of the applicable time limit, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts that have not been presented within the allowable timeframe will not be considered as part of the proposal and will not be evaluated.
13. DSCP will make available for the Oral Presentations an overhead projector, screen, monitor, and VCR. Any additional audiovisual equipment that is required is the responsibility of the presenters. The offerors shall indicate in its proposal what equipment is needed for its Oral Presentation.
14. If technical difficulties are encountered during the taping of the Oral Presentation, or if it is discovered subsequent to the presentation that a technical difficulty occurred, the affected offeror(s) will be notified. However, the Government reserves the right to view the remaining videotapes during the evaluation process.
15. Any portion of the Technical Proposal that has been submitted in writing, but not listed in paragraph 18 below as being required in writing, must still be addressed in the Oral Presentation. Information pertaining to the Technical Proposal that is received in writing, but not required to be submitted in writing will not be evaluated unless it is orally presented.
16. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits.

ADDENDUM TO FAR 52.212-1 (CONTINUED)

If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that Offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

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

18. The following information and/or technical information must be submitted in writing:

- a. SF1449 (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. List of references and contracts referenced in Section I., A. and B. of the Experience/Past Performance Evaluation Factor;
- d. Supplier Selection Program/Acquisition Plan referenced in Section II., A. of the Distribution System/Capability Evaluation Factor;
- e. Information relating to the required minimum amount/velocity to add product to inventory referenced in Section II., A., 3. of the Distribution System/Capability Evaluation Factor;
- f. Information relating to the firm's policies regarding ordering timeframes and any fees associated with add-ons and cancellations referenced in Section II., E., 5. of the Distribution System/Capability Evaluation Factor;
- g. Readiness Plan referenced in Section II., G., 3. of the Distribution System/Capability Evaluation Factor;
- h. Quality Product Compliance Rate referenced in Section III., C., of the Quality Assurance Evaluation Factor;
- i. Sanitary Inspection Reports referenced in Section III., C., 3. of the Quality Assurance Evaluation Factor;
- j. Technical Descriptions referenced in Section III., E. of the Quality Assurance Evaluation Factor;
- k. Subcontracting goals as referenced in Section IV;
- l. Copies of awards and certifications;
- m. Signed DLA MBA's which are currently in place referenced in Section VI., B.,2.d., DLA MBA Program Evaluation Factor;
- n. Subcontracting Plan (if applicable). Note: This is required for those offerors that are Large Business Concerns. Attachment 6;
- o. Socioeconomic Proposal, Section IV;
- p. Organizational chart;
- q. Briefing charts;
- r. Javits-Wagner-O'Day Act Entity Support referenced in the Technical Proposal evaluation factors, Section V., A., 3;
- s. Fill rates – with and without substitutions referenced in Section II., A., 4. of the Distribution System/Capability Evaluation Factor;
- t. Emergency orders referenced in Section II., E., 4. of the Distribution System/Capability Evaluation Factor;

ADDENDUM TO FAR 52.212-1 (CONTINUED)

- u. Force Protection Policy as referenced in Section II., B.1., of the Distribution System/Capability Evaluation Factor.

19. Miscellaneous Submissions:

- a. List of all facilities from which product will be shipped, if applicable;
- b. Detailed directions/maps to offeror’s facilities. Recommendations and directions of lodging convenient to offeror’s warehouses;
- c. Certification of Distribution Prices.

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

Note: An asterisk (*) denotes information that must be submitted in writing as part of the Written Technical Proposal.

I. EXPERIENCE/PAST PERFORMANCE

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 of the party or 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.

A. *Experience

1. Discuss the extent of experience, not at a corporate level but at an individual house level, similar to the proposed contract’s requirements **for both your firm, and your partner’s, if applicable**. Provide the following information:
 - a. The number of years performing in a prime vendor/regular dealer capacity;
 - b. Prime vendor/regular dealer sales dollar volume for the latest yearly reporting period;
 - c. The total number of customers currently serviced under a prime vendor/regular dealer arrangement;
 - d. The average total number of prime vendor/regular dealer orders processed in a week for your largest customer based on the latest yearly reporting period;
 - e. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the proposed contract;
 - f. During the Oral Presentation, identify the key personnel, or the positions of personnel to be assigned, who will be key to the day-to day management, and overall success, of the Prime Vendor program. Discuss your key personnel’s experience with Prime Vendor and/or Government contracts.

ADDENDUM TO FAR 52.212-1 (CONTINUED)

B. * Past Performance

1. Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years, PLUS any Government contracts. Offerors that have previous Government contracts must include the information listed below in paragraph 2, regardless of dollar value. Specify which contracts you consider to be the most successful and why. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions.

The offeror should submit information regarding its socioeconomic accomplishments Javits-Wagner-O-Day Act Entity Support and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Address the following for each of the contracts:

- a. Annual Dollar Value;
- b. Fill rate, listed monthly for the most recent 12 months of the contract, with and without substitutions;
- c. Delivery frequency;
- d. Length of time that the account has been serviced;
- e. Points of contact and phone number;
- f. Problems/resolutions;
- g. Brief performance record.

2. If Government contracts are included , also furnish the following information:

- a. Contracting Agency;
- b. Contract Number;
- c. Contracting Officer and phone number;
- d. Socioeconomic, to include JWOD, and mentoring performance.

II. DISTRIBUTION SYSTEM/CAPABILITY

A. Supplier Selection Program/Acquisition Plan:

A. * Address your firm's Source Selection Program/Acquisition Plan. It should demonstrate the effectiveness of the program to provide a continued supply of quality products with minimal variation to product appearance, grade, yield, taste, texture, etc. The offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers must be included. Internal audits or management audits, training, and policies and procedures for the purchasing department to ensure the integrity of the purchasing system must be addressed. Policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract. Include an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the most economical cost from responsible/reliable sources. Selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements. Price or cost analysis performed with every purchasing action.

DISTRIBUTION SYSTEM/CAPABILITY (CONTINUED)

Procedures to ensure that proper types of subcontracts are selected and that there are controls including oversight and surveillance of subcontracted effort.

B. Product Availability

1. The current item catalogs for the customers under this solicitation can be found under Attachments #3. The offeror must state how many of these items:

- a. Are currently available;
- b. Will be sourced in the future; or
- c. Will not be sourced.

2. Discuss your firm’s current product mix, i.e. national branded items vs. private label items. Also indicate how many dietary products, nutritional supplements, and individual portion items are carried in your inventory. If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the post award cataloging process, will be available for issue at the time of the “first order”.

3. * State the minimum case quantity/velocity that is required in order for your firm to add products requested by the customer to normal inventory. A minimum of more than 20 cases per month is not acceptable. State the time frame in which the firm will add new items to the inventory. No more than thirty (30) days is acceptable.

4. * The offeror must provide fill rates that demonstrate the capability to meet proposed contract ordering and delivery requirements in a timely manner. The proposed fill rates shall be stated “with and without substitutions”. Provide a detailed plan on how you intend to meet these goals.

5. Describe your product accountability program. Thoroughly discuss the procedures employed to ensure that orders are filled accurately and completely.

6. Specify the proposed hours of operation in order to meet the delivery requirements for each customer. Discuss how your firm will make deliveries within the timeframe specified.

7. Provide inventory turnover rate information for overall warehouse and rate, by categories, excluding fresh fruits and vegetables, for the last three (3) years.

C. Force Protection

8. *Describe what steps your firm takes to insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. Describe in detail the types of measures in place or scheduled to be put in place for the performance period of the contract. You are to include specific security measures relating to but not limited to the following areas:

- a. Employee identification;
- b. Background checks where applicable;
- c. Control of access to the plant facility;
- d. Control of gates and doors at the facility;
- e. Internal Security;
- f. Training and security awareness.

DISTRIBUTION SYSTEM/CAPABILITY (CONTINUED)

D. Distribution Resources

9. Describe how your firm's available capacity would sufficiently support the requirements of this proposed contract, while providing the quality service expected. Discuss:
 - a. Your current warehouse capacity (Dry, Chill and Freeze) and the number and type of receiving docks you have in your facility.
 - b. The type and kind of distribution equipment your company utilizes (i.e. number of trucks, number of temperature controlled trucks, whether equipment is owned or leased, etc.). Discuss your capability to deliver products as one order on one truck.
 - c. Discuss how your firm will load trucks in order to provide expedient delivery to each delivery point.
 - d. Discuss human resources that are available to support this proposed contract.

E. Ordering System

10. It is required that the offeror's ordering system be able to interface with the Government's established translation package, STORES, and support the Electronic Data Interchange transaction sets listed in this solicitation. State whether your firm is currently capable of interfacing with the Government's ordering system. If the offeror is not currently capable of accepting orders via STORES, outline an implementation plan, including timeframes, to become EDI capable by contract start-up.

11. The offeror must describe its technical capability to establish the required interface with the Government via EDI. Prior to contract start-up, the Government may choose to test your support of the EDI transaction sets, by having the offeror transmit an 810, 832 and/or 997 transaction set.

12. The offeror must describe its plans to support the customers in the event the STORES system is not operational. Please describe plans on receiving orders so that these customers may be supported if the STORES system is not operational.

F. Customer Service Approach

13. Discuss routine customer support services that will be provided to all customers supported under this solicitation. Include any services that may add more value to this acquisition. Specify the number of customer service representatives to be assigned to the contracts and explain how they will ensure that all customers' needs are accommodated. Also indicate the number of site visits planned, and what services the sales representatives will perform. Discuss how the firm will participate in food menu board meetings regularly held by our military customers. Indicate the availability of a toll free phone number/fax number for all customers.

14. Describe the process for handling and advising customers of manufacturer's backorders, not in stocks (NIS), substitutions, cancellations and add-ons. Address how your firm will ensure that these situations will not occur frequently. Any associated fees will also be evaluated.

15. Indicate how the performance of your firm will be monitored internally. Specify what performance-related aspects will be tracked and the frequency of each. Indicate what actions will be pursued in the face of anticipated delays.

DISTRIBUTION SYSTEM/CAPABILITY (CONTINUED)

16. *Discuss your plans to handle emergency orders. Be sure to include not only how you will handle the orders, but also what you consider an emergency, and fees, if any, associated with “emergency orders”. Indicate your response time to an emergency order.

17. *Discuss timeframes that an order must be placed for skip day deliveries. Specify cut-offs for orders, add-ons, cancellations, etc. Also indicate any associated fees you firm may impose, if applicable.

18. Discuss the services offered by your firm to aid the customers in becoming more cost effective. Describe how these services will benefit the customers. Also, discuss services offered by your firm to aid the customers in their menu planning process.

G. Location

19. Provide a logistics plan that addresses how the location of your firm’s warehouse(s) will enable you to support the customers during normal deliveries as well as emergencies. Your locations should allow for skip day deliveries to all customers.

20. Access routes, travel time and mileage from the distribution point(s) to each of the customers’ locations shall be provided.

H. Surge/Mobilization

21. Surge: 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. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the timeframes for the increased capacity to be achieved. If surge demands should exceed the offeror’s current capability to meet these demands, discuss the capability to obtain additional resources, i.e. warehouse space, distribution equipment, personnel, etc. Discuss plans to replenish inventory under emergency situations; discuss sources and timeframes.

22. Mobilization: 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. The offeror must demonstrate its ability to handle a longer-term requirement with a significant increase in quantity. The offeror must state the level of increase (percentage) that can be achieved, the time required to attain the increase, and the length of time the enhanced requirements can be sustained.

23. * Readiness Plan: The offeror must submit a readiness plan indicating how increased requirements will be supported with additional suppliers, subcontractors, warehousing, etc., that may become involved in supporting this effort.

III. QUALITY ASSURANCE

A. Quality Control and Quality Assurance Procedures

1. Discuss the quality control procedures to be used under the proposed contract. Include a discussion on procedures used during receipt, storage and outbound product.
2. Describe your firm’s inventory control systems, including the level of automation or manual process involved.

QUALITY ASSURANCE (CONTINUED)

3. Discuss inventory rotation methods used by your firm. Describe the monitoring procedures, methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring that quality procedures are monitored.
4. Include a discussion on how proper temperatures are maintained in the dry, chill, and freeze storage areas, as well as the loading and receiving areas.

B. *Product Quality Compliance

1. Address your firm's ability to consistently comply with the quality requirements specified by the DSCP NSN/LSN stock catalogs. Include a proposed quality compliance **percentage rate** that realistically reflects your ability to meet the proposed levels of service for each of the categories (Meat, Poultry, Seafood, and Processed Product).

C. Inspection and Sanitation Procedures

1. 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. Also included shall be a discussion on the procedures used pertaining to inbound product.

2. Discuss procedures that will be used to ensure that delivered orders will conform to the following:

- a. Correct items ordered, in the correct quantity;
- b. Proper shelf life dating;
- c. Meets industry standards for product quality; and
- d. Defense Appropriations Act and Berry Amendment restrictions – describe how and what steps your firm takes to ensure that only products that comply will be shipped to the customer.

3. Describe the Sanitary Control Procedures and Stored Products Pest Management Program utilized by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Include in the discussion (for both Sanitation and Pest Management) a description of your in-house program, scheduling of duties and inspection certification. Include the frequency of service, service provided and monitoring procedures. Furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, furnish recent sanitary inspection reports for all parties involved, at each individual site.

QUALITY ASSURANCE (CONTINUED)

D. Recall procedures

1. In addition to the required recall procedures outlined in the Addendum to Clause 52.212-4, “Contract Terms and Conditions – Commercial Items”, thoroughly outline your procedures for notifying customers and DSCP of any and all types of recalls. Detail the timeframes involved and how recalled products will be identified, both at the customer’s facility and in your warehouse.

E. * Technical Descriptions

1. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions (specifications) for ALL items in the “Market Basket” Schedule of Items, whether sourced or supplied. Meat items shall meet all the general and detailed requirements of the Government’s item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch and trim, weight and thickness tolerances, and the specified quality grade.
2. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to that solicited in the schedule of items.
3. **Each technical description must be labeled with the corresponding market basket item number and its corresponding NSN/LSN.**
4. The contractor’s descriptions/specifications will be used by the Subsistence Prime Vendor Office/Technical Evaluation Panel to determine if the item offered meets the minimum quality standard described or preferred. It should be noted that the technical descriptions may also be used by the Business Panel for evaluation and confirmation of the item description as set forth in the Market Basket.
5. Technical descriptions submitted for Brand Name (NAPA) items must be an exact match to the specified Brand Name item/SKU (NAPA). You may not submit another manufacturer’s technical description as a substitute.

IV. SOCIOECONOMIC PROPOSAL

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns’ participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. 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 by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB firms, and 2% from HZSB firms.

SOCIOECONOMIC PROPOSAL (CONTINUED)

Socioeconomic Definitions:

1. Small Business Concern: a firm, including its affiliates, that is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning the number of employees, average annual receipts and other criteria as described by the Small Business Administration.
2. HUBZone Small Business Concern: a concern located in a “historically underutilized business zone”; is owned and controlled by one or more U.S. citizens; and at least 35% of its employees reside in the HUBZone.
A HUBZone is a historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.
3. Small Disadvantaged Business Concern: a firm (1) that is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals and (2) whose management and daily operations are controlled by one or more such individuals. The term “socially disadvantaged” means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians), Asian-Pacific Americans, and Subcontinent Asian Americans. The term “economically disadvantaged” means socially disadvantaged individuals whose ability to compete is impaired due to diminished capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for SBA 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence, is considered to be economically disadvantaged.
4. Women Owned Small Business Concern: a small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.
5. Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in any case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.
6. Service Disabled Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more service disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which are controlled by one or more service disabled veterans; and the management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

SOCIOECONOMIC PROPOSAL (CONTINUED)

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

A. * Socioeconomic Goals

1. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.
2. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL food service distributor. A small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation.
3. * The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	\$ _____	<u>100%</u>
2. Total to be Subcontracted:		
a. To Large Business:	\$ _____	_____
b. To Small Business: (Total Small)	\$ _____	_____
1. SDB	\$ _____	_____
2. WOSB	\$ _____	_____
3. VOSB	\$ _____	_____
4. SDVOSB	\$ _____	_____
5. HZSB	\$ _____	_____
6. OTHER SB	\$ _____	_____

Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disable Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

B. Organizational Efforts

1. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.

SOCIOECONOMIC PROPOSAL (CONTINUED)

2. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
3. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.
4. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
5. The offeror is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and HUBZone Small Business.

Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disable Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, “Small Business Subcontracting Plan” in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and Women Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

V. JAVITS-WAGNER-O’DAY ACT ENTITY SUPPORT

A. The offeror must provide the following:

1. A description of the efforts your company will make to assure that Javits-Wagner-O’Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. *Specify what portion of your proposal, **as a percentage of dollars**, will be subcontracted to JWOD entities.

JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT(CONTINUED)

4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

VI. DLA MENTORING BUSINESS AGREEMENT (MBA)

The DLA MBA Program was designed for prime contractors to provide developmental assistance to Small Business, Small Disadvantaged Business and Women Owned Small Business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

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

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

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

1. Name, address, and plant location for contract holder and potential or actual SB/SDB/WOSB or JWOD participant(s).
2. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
3. The number of people employed by the Small Business, Small Disadvantaged Business, or Women Owned Small Business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

A. Agreement Type

1. Describe the type of agreement executed by the contract holder and the Small business, Small Disadvantaged Business, Women Owned Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. Criteria in selecting firm(s) shall be included as previously stated. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred.

DLA MENTORING BUSINESS AGREEMENT (MBA) (CONTINUED)

Indicate whether or not signed mentoring agreements exist or are in the planning/development stage.

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

B. Measurements and Reporting

1. Provide milestones for program implementation.
2. Discuss and describe the measurement/yardsticks that will be utilized to determine if the program objectives have been met. Projections of successful measurements should result in:
 - a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
 - b. An improvement in the participation in DoD, other Federal agencies and commercial contracting opportunities.
 - c. Mentors will be required to submit periodic progress reports on their agreements.
 - d. * Copies of signed MBA's that are currently in place (and will apply to the proposed contract) are required to be submitted.

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

ADDENDUM TO FAR 52.212-1
SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II
THIS PORTION MUST BE SUBMITTED IN WRITING

A. AGGREGATE PRICING

1. An evaluation will be made against the market basket items, which are 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. 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. The invoices should reflect the prices effective within two (2) weeks prior to closing or within two weeks prior to final proposal revision, as applicable for these items. However, if invoices are not available for that time period, e.g., products not purchased within that time period, the most recent invoices shall be submitted reflecting the last purchase made for the item. This unit price submitted must reflect the delivered price separately and the distribution price separately, then added together. For example, if the delivered price is \$2.00 and the distribution price is \$0.50, pricing should be formulated to reflect a \$2.50 unit price 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. The prices submitted at the time of final revisions will be incorporated into the vendor's catalog. This means that the awardee(s) final prices will be the prices for the same items in the catalog when the contract becomes effective. This catalog will initiate the baseline prices.

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.

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 minimum requirements. However, Brand Name/NAPA items must be priced according to the exact Brand Name- SKU/NAPA that is listed in the Market Basket, as specified.

5. ALL offered delivered prices must be substantiated with a copy of the manufacturer's/distributor'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/distributor's invoice. However, if you do not have a manufacturer's/distributor's invoice, due to

the item not currently being carried in your inventory, a written quote from the manufacturer/distributor will be accepted. However, the quote must be presented in the following manner:

ADDENDUM TO FAR 52.212-1
SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II(CONTINUED)

- 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/distributor part number; and
- f. Manufacturer's/distributor's point of contact: including name, title, address, and phone number.

6. The invoices should reflect the prices effective within two (2) weeks prior to closing or within two weeks prior to final proposal revision, as applicable for these items. If invoices are not available for those two (2) weeks then the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within two (2) weeks from closing over earlier dates. 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. Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:

- a. Item: Item number and description as listed;
- b. Estimated Quantity: Quantity given;
- c. Unit of Issue: Self explanatory. Note: Unit of Issue must be the same as the Government's listed in the Market Basket of Items;
- d. Distribution Price Category: Identify by number, the distribution category each item falls under for purposes of establishing the distribution price. For example, if the market basket item is ground beef patties, #3 would be inserted;
- e. Delivered Price (DEP): The price you actually paid for the item, as substantiated by the manufacturer invoice (landed cost);
- f. Distribution Price (DIP): Your distribution price;
- g. Unit Price: Delivered Price + Distribution Price;
- h. Total: Estimated Quantity multiplied by Unit Price;
- i. DIP/DEP: Distribution Price divided by the Delivered Price
- j. DIP AGG: Quantity multiplied by the Distribution Price.

8. 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. Be sure that all formulas used within your Excel spreadsheet utilize prices with **no more than 2 decimals**.

9. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (#8) and the "DIP AGG" column (#10). Firms **MUST** use Microsoft Excel to prepare spreadsheets and submit a CD with the completed spreadsheet on it. Remember to include the offeror's name on the top of the spreadsheet.

10. Each firm must submit a hard copy of their spreadsheet, for the base term and each option term, as well as a copy of the spreadsheet(s) on a CD. (This means four spreadsheets or one workbook with a sheet labeled for each option term plus the base term).

ADDENDUM TO FAR 52.212-1
SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II(CONTINUED)

11. Option term prices must be submitted in dollars and cents for each item for each option period under the Market Basket Schedule of items.

12. 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.

13. The offeror must also submit option term prices, expressed as the delivered price plus the distribution price. All components of the option term unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option term prices, the offeror’s proposal may be rejected. Option term price increases or decreases are to be expressed in dollars and cents or a percentage increase or decrease from the base/previous option period. The firm may also elect to offer no change in the distribution prices over the life of the contract. If distribution prices per term are increased or decreased by a certain percentage, i.e., .5% decrease on option 1 from base term, the spreadsheet pricing data must reflect such percentage in dollars and cents.

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

14. Use the spreadsheet provided on DIBBS website, <https://www.dibbs.bsm.dla.mil/>, named “SPM300-06-R-0005- MARKET BASKETS FOR THE ONE ZONE, ALL TERMS.xls”

Each spreadsheet or sheet shall have a heading labeled as Base Term, Option 1, Option 2, etc.

B. DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items as they are listed in this solicitation. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the delivered price are not acceptable. The distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food, beverage, and/or non-food product.

2. Offerors must use the Government’s Category Listing contained in the section entitled “Supplies/Services and Prices” when submitting their distribution prices. However, offerors may contact the Contracting Officer **PRIOR TO THE CLOSING DATE** if an offeror feels that a specific category is missing from the list given. A determination will be made by the Contracting Officer on whether or not an additional category will be added via an Amendment, before closing.

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 each, the distribution price would be listed accordingly. If products are sold by the “case” and by the “pound”, then prices should be offered for both units of measures.

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

C. PRODUCT LISTING

A. The offeror shall submit two (2) copies of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

D. PRIME VENDOR MARKET BASKET (SCHEDULE OF ITEMS)

The Market Basket Schedule of Items is attached to this solicitation as Attachments 10, 11, 12, and 13, for Zone 1. Please refer to these attachments for all the required pricing submissions.

Zone 1 - 448 items

DLAD 52.215-9007 PREPROPOSAL CONFERENCE (FEB 2005)

A pre proposal conference will be held to explain the requirements of this solicitation, SPM300-06-R-0005, and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Susan Budman or Warren Brown
Phone: 215-737-8324 or 215-737-5896
Email: *susan.budman@dla.mil* or warren.brown@dla.mil

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

Date:
Time:
Location: 700 Robbins Avenue, Building 6, Philadelphia, PA 19111

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

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

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

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

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.

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

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following five factors shall be used to evaluate offers:

Experience/Past Performance, Distribution System/Capability, Quality Assurance, Socioeconomic Proposal, Javits-Wagner-O'Day Act Entity Support, DLA Mentoring Business Agreement (MBA), in descending order of importance.

Technical and past performance, when combined are, significantly more important than cost or price. Note that technical, not a factor, refers to the other factors under the Technical Proposal other than past performance.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

ADDENDUM TO 52.212-2 INSTRUCTIONS

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

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

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

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

(1) Summary

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

(2) Evaluation Process.

(i) Technical Evaluation Process – Offerors are required to present a portion of the technical information orally 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 in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing”. The Government will evaluate the successful offeror’s proposal to determine price reasonableness and cost or price realism. Cost or price realism will demonstrate an offeror’s understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror’s pricing on the items in the Market Basket/Schedule of items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. All four (4) totals will be added together to determine the lowest overall cost to the Government. Distribution prices that do not relate to the market basket items will be evaluated for fairness and reasonableness.

ADDENDUM TO 52.212-2 INSTRUCTIONS (CONTINUED)

The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process

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

ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD
TECHNICAL PROPOSAL EVALUATION

The following evaluation factors are listed in descending order of importance. Each factor will state the importance of its subfactor. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may derive from sources other than the proposal. The risk assessment will be evaluated in the rating for any factors and/or subfactors that place the Government at risk.

I. EXPERIENCE/PAST PERFORMANCE

The subfactors for Experience/Past Performance are of equal weight.

A. Experience

1. The Government will perform an integrated assessment of the offeror's individual house experience. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract. The Government will evaluate the offeror's experience in fulfilling requirements of similar dollars and volume for other customers in a Prime Vendor/regular dealer capacity and other Government contracts, if any.

This assessment will also be performed for any partner 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, and its individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers. This information should be addressed during the Oral Presentation.

B. Past Performance

1. When evaluating Past Performance, the offeror's written proposal, 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. Government in-house records will be considered more significant than information provided by other references.

2. The Government will evaluate the offeror's record of performance with both commercial and Government contracts. The Government will 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. If an offeror has performed on Government contracts, they will also be evaluated on their adherence to the requirements of various socioeconomic considerations of past and current contracts, to include Socioeconomic Proposal, Javits-Wagner-O'Day Act Entity Support and DLA Mentoring Business Agreements. Offerors that do not have records of past performance on socioeconomic issues will receive a "Neutral" rating. This evaluation will also be performed for any partner involved in the proposed contract. Government in-house records will also be used for this evaluation, if applicable, and will be considered more significant than information provided by other references.

3. The Government will evaluate the Prime Vendor's, or its partner's, experience on contracts similar in size and complexity to this solicitation. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

4. Offerors are encouraged to address unfavorable reports/problems of past performance. Your response, or lack thereof, will be taken into consideration.

II. DISTRIBUTION SYSTEM/CAPABILITY

The sub-factors for Distribution System/Capability are of equal weight.

A. Supplier Selection Program/Acquisition Plan

1. The Government will evaluate the offeror's Supplier Selection Program/Acquisition Plan, to include procedures and policies. This evaluation will demonstrate the effectiveness of the program to provide a continued supply of quality products with minimal variation to product appearance, grade, yield, taste, texture, etc. The offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers must be included. Internal audits or management audits, training, and policies and procedures for the purchasing department to ensure the integrity of the purchasing system must be addressed. Policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract. Include an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the most economical cost from responsible/reliable sources. Selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements. Price or cost analysis performed with every purchasing action. Procedures to ensure that proper types of subcontracts are selected and that there are controls including oversight and surveillance of subcontracted effort.

B. Product Availability

1. The number of items an offeror (and any partner(s)) currently carries in its inventory that meet the item descriptions, or commercial equivalent, in addition to those of the customer's requirements, (current Prime Vendor catalog), to include the Market Basket Schedule of Items will be evaluated. The Government will also evaluate the firms' ability to source those items that are not carried in stock. The firm's current product mix will also be reviewed.

2. The firm's proposed fill rate, with and without substitutions, and how it intends to satisfy this goal will be evaluated.

3. The offeror's product accountability system will be assessed in order to determine whether the firm is capable of supporting the requirements of the customers.

4. The Government will determine if the firm has the capability to support its customers in a timely manner by evaluating its hours of operation and the proposed method of delivery to each customer/individual dining facility.

5. The offeror's policy regarding minimum order quantities to add new products to inventory as well as the offeror's time frame in which new products will be added will be assessed.

6. The offeror's turnover ratio will be examined.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

C. Force Protection

1. The Government will evaluate the offeror's 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, storage, and distribution process will be evaluated.

D. 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, delivery vehicles and equipment, and other resources.

E. Ordering System

1. The Government will evaluate the offeror's ability to interface with STORES and transmit the transaction sets listed in the solicitation. A firm's EDI capability or plans to become EDI capable will be evaluated. The offeror may be required to transmit an 810, 832, and 997 in order to demonstrate its EDI capability.

2. The firm's ability to support the needs of the customers in the event the STORES system is not operational will be assessed. Highest consideration will be given to electronic "user friendly" ordering systems that have the capability to produce printed confirmation reports and to update prices.

F. Customer Service Approach

1. The routine customer support services offered by the firm will be assessed to determine its commitment to customer satisfaction and business like concerns for its customers.

2. Procedures for handling Not-In-Stock's (NIS's), manufacturer's backorders, substitutions, emergency orders, cancellations and add-ons, monitoring contract performance, and actions taken in response to anticipated delays will be evaluated.

3. The services offered to assist customers in their menu planning and services that assist customers in becoming aware of new products will be evaluated.

4. The services offered to assist customers in becoming more cost effective will be evaluated.

5. The offeror's plan to ensure that customers receive accurate, timely deliveries will be evaluated.

G. Location

1. The Government will assess the capability of the offeror to support customers in a timely manner, taking into consideration the offeror's location(s) in relation to the customers' locations. This includes response time to both regular deliveries and emergency deliveries.

H. Surge/Mobilization

1. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to swiftly react to this situation will be assessed.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

2. The offeror's ability to respond to increased consumption requirements for an extended period of time will be evaluated. Firms must demonstrate the ability to maintain a high level of performance for a span of time, usually less than thirty (30) days notice.
3. The firm's Readiness Plan will be assessed for realism and completeness.

III. QUALITY ASSURANCE

The sub-factors for Quality Assurance are in descending order of importance.

A. Quality Control and Quality Assurance Procedures

1. The Government will evaluate the offeror's Quality Control and Quality Assurance procedures, including its inventory rotation methods, identification and correction of discrepancies in inventory management and order preparation, and inventory control methods to ensure that quality products are acquired and supplied.
2. Procedures to maintain proper temperature controls in the storage, loading and receiving areas will also be assessed.

B. Product Quality Compliance

1. The Government will evaluate the offeror's proposed quality compliance percentage rate that realistically reflects the ability to consistently comply with the quality requirements specified by the DSCP LSN/NSN stock catalog. The supporting plan that offerors must provide will also be evaluated. This plan should include, but is not limited to, adherence to the Berry Amendment, approved source requirements, compliance with the Code of Federal Regulations Title 21, product stock number quality requirements (i.e. grade, fabrication, purchaser specified options, weight, portion control size, shelf life, marking, packaging and packing).

C. Inspection and Sanitation Procedures

1. The Government will assess the offeror's proposed inspection procedures, including type, frequency, and amount of inspection to ensure that proper procedures are maintained.
2. Procedures to ensure that the order conforms to the items ordered in the correct quantity, has the proper shelf-life dating, is free of damage and meets industry standards for product quality, will be evaluated.
3. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI).
4. The offeror's procedures/plans for ensuring compliance with the Defense Appropriations Act/Berry Amendment will be evaluated.

D. Recall procedures

1. The offeror's recall procedures will be assessed for timeliness and thoroughness. The methods used for notification and identification will be evaluated.
2. The firm's methods for handling various types of recalls will be assessed.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

E. Technical Descriptions

1. The Government will evaluate the offeror's product descriptions to determine if each of the items offered meet the minimum salient requirements of the items listed in the solicitation. The offeror will be evaluated for its ability to provide items that meet the item description (or commercial equivalent) and for Brand Name items, to provide the desired brand.

IV. SOCIOECONOMIC CONSIDERATIONS

Note: For Socioeconomic considerations under this factor, only product related direct costs are to be incorporated – NO INDIRECT OR SERVICE RELATED COSTS.

A. Socioeconomic Goals

1. The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of the percentages and dollar values and comparatively assess the goals amongst the offerors.

B. Organizational Efforts

1. The Government will evaluate the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small businesses. The offeror that has the highest percentage of participation with Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small Business combined, at the contract and subcontract level, will receive the highest rating. Offerors that are Small Business Concerns will receive additional credit under this factor.

V. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT

A. The Government will evaluate the offeror's JWOD proposal on a comparative basis among all offerors per 52.215-9004 DLAD. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating. Offeror's proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

VI. 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 rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's, WOSB's, and JWOD entities in expanding their businesses.

ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD
BUSINESS PROPOSAL EVALUATION

The following evaluation criteria are listed in descending order of importance. Aggregate Pricing (Factor I) is relatively more important than Aggregate Distribution Pricing (Factor II) and Aggregate Distribution Pricing (Factor II) is relatively more important than Category Distribution Prices (Factor III). However, as the difference in the aggregate prices of technically equal offers decrease, the importance of Aggregate Distribution Prices and Category Distribution Prices will increase.

I. AGGREGATE PRICING

- A. The Government will evaluate each offeror's aggregate pricing by determining the total price offered. This dollar value will be calculated by multiplying the individual unit prices by the estimated usage requirements for each of the items listed in the Market Basket Schedule of Items. The aggregate dollar value, to include individual unit prices, will then be evaluated for reasonableness and overall lowest price to the government. The Market Basket Schedule of Items for each Zone is selected from the usage figures of primary customers provided by data obtained from the STORES MIS and Vendor Management Reports and consists of products from nearly all FSC Classes.

II. AGGREGATE DISTRIBUTION PRICES

- A. The Government will evaluate each offeror's distribution prices by determining the aggregate dollar value. This dollar value will be calculated by multiplying the individual distribution price by the estimated usage requirements for each of the items listed in the Market Basket Schedule of Items. The aggregate dollar value will then be evaluated for reasonableness and overall lowest price to the Government. Firms shall offer a distribution price for each category of item. The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food or beverage product to the manufacturer or supplier. The Market Basket Distribution Price will be validated for accuracy against the distribution price category. Distribution prices for all categories that do not relate to the market basket of items will be evaluated for fairness and reasonableness. The percentage of distribution price to total aggregate cost will also be evaluated.

ADDENDUM TO FAR 52.212-2 (CONTINUED)

III. CATEGORY DISTRIBUTION PRICES

- A. The Government will evaluate each offeror's category distribution prices by determining an aggregate dollar value based on each category and its corresponding distribution price. One single unit of measure distribution price for each of the categories will be used for determining the lowest overall cost. The category distribution prices will then be evaluated for overall low cost to the Government. Distribution category prices will be evaluated on equivalent units of measure for each offeror. There will also be a comparative analysis of distribution prices to identify price reasonableness.

IV. PRODUCT LISTING

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

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

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

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (MAR 2005) ALTERNATE 1 (APR 2002)**

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

(a) Definitions. As used in this provision:

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

“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.)

FAR 52.212-3 (CONTINUED)

(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.

(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.)

FAR 52.212-3 (CONTINUED)

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

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

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

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

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

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

FAR 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 concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth 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 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.

FAR 52.212-3 (CONTINUED)

(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.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*.

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

(1) Listed End Products.

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

(2) Certification.

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

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

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

(j) Annual Representations and Certifications.

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

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

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

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

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

ADDENDUM TO 52.212-3

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

(a) *Definitions.*

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

DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)

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.

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

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

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

(c) If you wish to opt out of this clause, check here (*Vendor fill-in 1* ____). Alternate wording may be negotiated with the contracting officer.

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

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

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

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

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

Paragraph (d) is applicable only when checked.

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

(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 Nonprocurement 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

Describe Association/Relationships: (e.g., employer, consultant)

Vendor fill-in 3

ADDENDUM TO FAR 52.212-3 (CONTINUED)

Included by Reference

**DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a
Terrorist Country (SEP 2004)**

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

(a) *Definitions.*

As used in this clause --

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

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

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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

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

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

(2) Representation.

The Offeror represents that it --

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

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

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If 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.”