

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

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 147
				5. SOLICITATION NUMBER SP0300-03-R-4034	6. SOLICITATION ISSUE DATE 10/31/2003

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Dennis Strolle/Gina Vasquez	b. TELEPHONE NUMBER (No collect calls) 215-737-5349/7530	8. OFFER DUE DATE/ LOCAL TIME 12/17/03 2:00 pm
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9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence, Bldg. 6 Attn: DSCP-HFOP 700 Robbins Ave. Philadelphia, PA 19111-5092	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO Air Force, Navy & Coast Guard Ships, and U.S. State Department Customers in Ecuador, S.A.	CODE	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Prime Vendor for Full Line Food Distribution to Customers located in Ecuador, South America. This solicitation also includes 6 attachments. To obtain attachments e-mail dennis.strolle@dla.mil. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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.	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
		Gina Vasquez	

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

PRIME VENDOR LATIN AMERICA

Block 8 (continued):

Offer due date/local time:

December 17, 2003, 2:00 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 Offers** to:

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

- Deliver **Hand carried Offers**, including delivery by commercial carrier to:

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

All hand-carried offers are to be delivered to the business opportunities office between 8:00 AM and 5:00 PM, Philadelphia time, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand-carries" the offer/modification/withdrawal to the business opportunities office prior to the scheduled opening/closing time.

- **Note: Facsimile offers are not acceptable**
- Transmit facsimile revisions of offers to 215-737-9300, 9301, 9302, or 9303.

PRIME VENDOR LATIN AMERICA

Block 17A. (continued)

Offerors: Specify CAGE Code: _____
DUNS Number: _____
Fax Number(s): _____
E-Mail Address: _____
Company POC: _____
Phone Number: _____
Location for Site Visit: _____

Block 17B (continued)

Remittance will be made to the address that the vendor has listed in the Central Contract Register (CCR).
See DFARS 252.204-7004.

Blocks 19-24 (continued)

Attachments 1 through 6 (e-mail Dennis.Stolle@dla.mil for copies of attachments)

PRIME VENDOR LATIN AMERICA

CAUTION NOTICE

Offers will be evaluated, and award will be made in accordance with the tradeoff process (previously referred to as “best value sources selections”). Award will be based on factors other than cost or price, alone. **Technical factors listed in this solicitation are considered to be more important than price (business factors).**

Offerors will be required to present the majority of the technical proposal in the form of a written proposal. The technical proposal, in conjunction with the business proposal, will be used to evaluate and select the offeror determined to be the best value to the government. Both the technical and business proposals must be submitted in accordance with the solicitation requirements. The technical proposal must be submitted without any reference to cost or price.

The complete technical proposal will be comprised of the following:

1. Written Technical Proposal
2. Structured Plant Visit

Failure to provide the above two (2) components of the technical and Business proposal may render your proposal **unacceptable and may lead to rejection of the offer.**

The Section entitled “Instructions, Conditions and Notices to the Offerors” provides instructions for preparing and submitting proposals. The Section entitled “Evaluation Factors For Award” explains how the proposals will be evaluated.

Offers are cautioned when preparing proposals for this solicitation. Please ensure that all required information is included with your proposals, in the order and the format that is requested, and that all clauses, that require response, are completed. **Missing or incomplete information may result in the elimination of the proposal from further consideration.** All terms and conditions of the solicitation should be reviewed, thoroughly. Any questions regarding the interpretation of the terms, conditions or the requirements of this solicitation should be directed to the Contracting Officer, Gina Vasquez (215) 737-7530.

We encourage all offerors to submit their offered prices on the prime vendor Schedule of Items, Solicitation Requirements, in the solicitation. Submissions of the offered prices on the schedule permit this agency to expeditiously and efficiently evaluate the offered prices. In addition, offerors are cautioned that offered prices are to be rounded to **two decimal places.**

PRIME VENDOR LATIN AMERICA

This solicitation contains a **one-year base period, with four 1-year options**. Failure to indicate acceptance of the option by annotating the offeror's option percentage may be deemed as **non-acceptance of the option and could result in rejection of the offeror's entire proposal**.

It is a mandatory requirement of this solicitation that the prime vendor be required to interface with the government's established translation package, Subsistence Total Order and Receipt Electronic System (STORES) and support the electronic data interchange transaction sets listed in the solicitation. **Prime vendors unable to interface with the government's transaction package will be eliminated from further consideration.**

The written information for Factor I, Corporate Experience/Past Performance, is to be annotated on the forms entitled "Corporate Experience" and "Past Performance". Although not mandatory, it is requested that these **forms be submitted two weeks prior to the offer due date**, in order to expedite the evaluation of your total offer.

In order to continue doing business with any DoD Agency, regardless of whether it is via EC/EDI, you must be registered in the DoD Central Contractor Registration database. For registration information or assistance, visit the Central Contract Registration web site (<http://ccr.edi.disa.mil/>) or call 1-800-334-3414.

If contractors are not able to register electronically, you may also register through your van (value added network) provider, with support from the Electronic Commerce Resource Centers (ECRCS) listed below, or with support from the procurement technical assistance centers (PTACS). ECRC support for trading partners whose company name begins with the letters A-K, should contact:

Palestine ECRC
2000 South Loop 256, Suite 11
Palestine, TX 75801
(903) 729-5570 or 1-888-CCR-2423

ECRC support for trading partners whose company name begins with the letters L-Z, should contact:

CCR Registration Assistance Center (CTC)
Johnstown ECRC
1450 Scalp Avenue
Johnstown, PA 15904
(814) 262-2325 or 1-888-CCR-2423
FAX#(814) 266-2326

For contractors who only want to renew their CCR registration, the web site is <http://ccr.edi.disa.mil>.

PRIME VENDOR LATIN AMERICA

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

SOLICITATION NUMBER SP0300-03-4034

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED. IF YOU PLAN TO ATTEND, PLEASE SEND A FAX WITH THE FOLLOWING INFORMATION:

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

ANY VENDOR WISHING TO SUBMIT QUESTIONS OR TOPICS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO, AS LONG AS THE QUESTIONS/TOPICS ARE RECEIVED NO LESS THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO DENNIS STROLLE AT (215) 737-4270 OR SENT VIA EMAIL TO DENNIS.STROLLE@DLA.MIL.

CONFERENCE LOCATION: MANTA ECUADOR –SITE TO BE DETERMINED*

CONFERENCE DATE: NOVEMBER 19, 2003

CONFERENCE TIME: 9 A.M. – 4 P.M.

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

PRIME VENDOR LATIN AMERICA

TABLE OF CONTENTS

SUPPLIES/SERVICES AND PRICING

1. GENERAL INFORMATION
2. CURRENT CUSTOMERS
3. ESTIMATED VALUE/GUARANTEED MINIMUMS
4. PRICING
5. ITEM CATEGORIES
6. OPTIONS
7. NON-SOLICITATION
8. MANDATORY FOOD ITEMS
9. MUSIC ITEMS
10. NATIONAL CONTRACTS
11. CARGO ITEMS
12. Q-COG ITEMS
13. FOOD SERVICE OPERATING SUPPLIES (FSOS)
14. REBATES/DISCOUNTS
15. NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA)
16. FOOD SHOWS
17. CUSTOMER SERVICE
18. NEW ITEMS
19. ADDITIONAL CUSTOMERS
20. BREAKING CASES
21. AGREEMENT OF COOPERATION WITH GOVERNMENT OF ECUADOR
22. TITLE
23. CUSTOMER DELIVERY LEAD-TIMES
24. F.O.B. POINT
25. TRANSPORTATION
26. DOCUMENTATION
27. FORCE PROTECTION
27. BRAND NAME ITEMS

DESCRIPTIONS/SPECIFICATIONS

1. ITEM SCHEDULES
2. ORDERING SYSTEM
3. DELIVERY REQUIREMENTS
4. PRODUCT QUALITY
5. GOVERNMENT FURNISHED MATERIAL (GFM)
6. JUICE AND DRINK DISPENSERS AND SOFT SERVE/YOGURT MACHINES
7. CEREAL DISPENSERS
8. THEATRE SUPPORT
9. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION SERVICES

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION

1. PACKAGING AND PACKING
2. MARKING/LABELING
3. PALLETIZATION
4. WORLDWIDE PACKING LIST
5. RADIO FREQUENCY (RF) TAGE REQUIREMENTS

INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE
2. WARRANTIES
3. ACCEPTANCE REQUIREMENT FOR FROZEN ITEMS
4. REJECTION PROCEDURES

DELIVERIES AND PERFORMANCE

1. CONTRACTOR ACCOUNTABILITY
2. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD
3. ITEM AVAILABILITY
4. POINT OF DELIVERY
5. FILL-RATE
6. HOLIDAYS
7. EMERGENCY ORDERS
8. AUTHORIZED RETURNS
9. SHORT SHIPMENTS/SHIPPING ERRORS
10. CONTINGENCY REQUIREMENTS
11. CONTINGENCY CAPABILITIES
12. FORCE MAJEURE

CONTRACT ADMINISTRATION DATA

1. CONTRACTING AUTHORITY
2. INVOICING
3. PAYMENTS
4. ADMINISTRATION

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO OFFERORS
2. MANAGEMENT REPORTS
3. HEALTH CERTIFICATES & EXPORT CERTIFICATION REQUIREMENTS

PRIME VENDOR LATIN AMERICA

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

Clauses are listed in the following order:

- Federal Acquisition Regulation (FAR) – without text
- Defense Federal Acquisition Regulation Supplement (DFARS) – without text
- Defense Logistics Acquisition Directives (DLAD) – with text
- Local – with text

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION
2. SUBMISSION REQUIREMENTS – VOLUME I – SOLICITATION
3. STRUCTURED PLANT SITE VISIT
4. SUBMISSION REQUIREMENTS – VOLUME II – TECHNICAL PROPOSAL
5. SUBMISSION REQUIREMENTS – VOLUME III – COST OR PRICE
6. SUBMISSION REQUIREMENTS – VOLUME IV – SOCIOECONOMIC PROPOSAL

EVALUATION FACTORS FOR AWARD

1. GENERAL INFORMATION
2. TECHNICAL FACTORS EVALUATION CRITERIA
3. COST OR PRICE EVALUATION CRITERIA
4. SOCIOECONOMIC FACTORS EVALUATION CRITERIA

Note: ATTACHMENTS –In order to receive the below attachments, please e-mail Dennis.Strolle@dla.mil

- Attachment 1 - Subcontracting Plan Instructions and Definitions
- Attachment 2 - EDI Implementation Guidelines
- Attachment 3 - PVQSMV
- Attachment 4 - Corporate Experience/Past Performance Chart
- Attachment 5 - List of retail items for possible support in Ecuador
- Attachment 6 - Current Cataloged Items

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES

1. GENERAL INFORMATION

This solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish Indefinite Quantity/Indefinite Delivery type contract to provide food and non-food products to the Military and other authorized customers of the Defense Logistics Agency (DLA) in four Overseas (OCONUS) **Latin American Zones: Zone 1 – South America, Zone 2 – Central America, Zone 3 – Mexico, and Zone 4 – the Caribbean.** (See “Deliveries and Performance, Operational Deployment Areas.”) An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. This solicitation will have a one-year base period, and up to four one-year options.

DSCP currently only has requirements for customers in Zone 1 as identified below. However, the awardee under solicitation SP0300-03-R-4034 must be able to support customers throughout Latin America. (See CONTINGENCY REQUIREMENTS)

The Government reserves the right to, at a future date, to issue Blanket Purchase Agreements (BPAs) to accompany the Prime Vendor award.

A Prime Vendor under this solicitation is defined as a full line food service distribution company that is capable of supplying all of the following categories:

- A. All chilled products
- B. Frozen fish, meat and poultry
- C. Other Frozen foods (fruits, vegetables, prepared foods, etc.)
- D. Frozen Bakery Products
- E. Semi Perishable food stuffs
- F. Beverage base & juices (for Dispensers)
- G. Beverage and Juices Non-Dispenser
- H. Non-Food Items

2. CURRENT CUSTOMERS

The current customers as well as the estimated annual total purchase of Subsistence items are listed below and on the following page. Actual delivery points for each of these customers are listed within the section entitled “*Deliveries and Performance*” – ‘*Point of Delivery*’ of this solicitation.

ZONE 1

INSTALLATIONS	ESTIMATED ANNUAL TOTAL PURCHASES
Manta Air Force Base, Manta Ecuador	\$2,000,000.00
U.S. Embassy, Quito, Ecuador	\$ 250,000.00
U.S. Consul, Guayaquil, Ecuador	\$ 125,000.00
Navy Ships, Manta, Ecuador	\$ 500,000.00
Coast Guard Ships, Manta, Ecuador	\$ 125,000.00
ESTIMATED TOTAL DOLLAR VALUE	\$3,000,000.00

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES

3. ESTIMATED VALUE/GUARANTEED MINIMUM

A. The estimated dollar value of this total acquisition is \$15 million, inclusive of the base year plus four option years. The estimated dollar value is broken down as follows:

TOTAL ESTIMATED DOLLAR VALUES

	First Year- Base Year	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4	Base Yr Plus 4 Option Yrs
Zone 1	\$3,000,000	\$3000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
Total	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000

B. The guaranteed minimum for each zone will be twenty-five (25 %) of the zone’s estimated dollar value per contract period. The normal maximum ceiling for each zone will be \$45 million dollars. In the event of contingencies, the Government may unilaterally execute a higher ceiling. Under contingencies, the maximum dollar value for each zone will be limited to six hundred percent (600%) over the zones estimated dollar value. The minimum and maximum percentages indicated above also apply to the individual option periods, if invoked.

4. PRICING

A. Pricing will be based on the following pricing formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Fixed Distribution Price (or Fee)}$$

Definitions:

Unit Price – The unit price is defined as the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government. Note: Multiple Unit Prices for the same item are not permitted.

Delivered Price – (also known as “product price”, and/or “landed costs”)

For CONUS purchases -- The delivered price is the manufacturer/supplier’s actual invoice price (in U.S. currency) to deliver product to the Prime Vendor’s CONUS distribution point.

NOTE: For those items being picked up by the Defense Transportation System (DTS) from the manufacturer/suppliers facility (also known as “Source load” or “drop-shipments”), the delivered price is the manufacturer/supplier’s actual invoice price (in U.S. currency) for product only. The delivered price in this instance shall not include any transportation costs to the Prime Vendor’s CONUS distribution point.

For OCONUS purchases -- The delivered price is the manufacturer/supplier’s actual invoice price (in U.S. currency) to deliver product to the Prime Vendor’s OCONUS distribution point.

NOTE: For those items being delivered directly to the end-user customer from the OCONUS manufacturer/supplier (for example: chemical products) -- the delivered price shall not include any transportation costs, as those would be considered as part of the Offeror’s Distribution Price.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**4. PRICING (Cont'd)**

Distribution Price – The Distribution Price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the unit price, other than the delivered price. The distribution price typically consists of the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging costs, transportation cost from the Prime Vendor's OCONUS distribution facility(s) to the final delivery point or any other projected expenses associated with the distribution function. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the Prime Vendor for each item. This distribution price shall remain fixed for the base year of the contract, and is subject to any agreed option year adjustments.

Although technically part of the distribution price, for the purposes of this solicitation, ocean transportation costs (the cost of shipping the product from contractor's CONUS facility(s) to the contractor's OCONUS facility(s), aka "Point to Point" delivery), will be deleted from the delivered price. Accordingly, for purposes of submitting offers under this solicitation, ocean transportation costs will be ignored. The Defense Transportation System will handle point-to-Point delivery.

B. The Government's ordering system requires that pricing will be fixed for a certain period of time. Pricing will be at the time of order. These prices will be fixed until delivery, provided that delivery is requested within the time frame of six (6) days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

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

C. Vendors may change prices in their STORES Vendor Item Catalog once every two weeks. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received no later than Thursday, 7:30 a.m. Eastern Standard Time. See Attachment entitled "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract.

5. ITEM CATEGORIES

The items to be procured under the contract shall be broken down into separate food categories for the purpose of proposing Distribution Prices (Fees). For the **Distribution Price Category only**, prices are to be offered based on the unit of measure stated on the below Item Category List. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point.

6. OPTIONS

A. There is a base year plus four (4) available one- year option periods. The total length of time for this contract will be no greater than five years, and it is possible that one or more of the available option periods may not be invoked. Acceptance of these options by the successful prime vendor is mandatory. The distribution prices that are offered for each one- year option period shall be offered as a percentage, whether it is an increase or decrease, from the base year. The Distribution prices offered will be calculated with the delivered price proposed for each evaluated item.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES

6. OPTIONS (Cont'd)

B. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus all four option periods 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. Besides the evaluation of price factors the Contracting Officer will consider the prime vendor's performance under the contract before exercising an option.

i. When considering a prime vendor's performance, if there is evidence that it has violated the non-solicitation clause of this contract by actively promoting, encouraging, or marketing a customer on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity, or participated in such a competing contract, the Contracting Officer may choose not to exercise this contract's options. At any point during the base year or one of the option years, if the contract reaches its maximum monetary ceiling of A or B the estimated value (X or Y in the case of surge/mobilization) and funds are available, the Government reserves the right to exercise the option less than one (1) year after the award date (or in the case of an option, less than one year after the exercise of the option). In addition, Government reserves the right to exercise multiple options concurrently at anytime after the award date.

***NOTE: FAILURE TO INDICATE ACCEPTANCE OF THE OPTION
BY ANNOTATING THE OFFEROR'S YEARLY OPTION PERCENTAGE CHANGE
SHALL BE DEEMED AS NON-ACCEPTANCE OF THE OPTION, AND SHALL
RESULT IN THE REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL***

***SEE OPTION PRICING IN THE INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS SECTION OF
THIS SOLICITATION.***

7. NON-SOLICITATION

- 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, or participate under such a competing contract.
- B. A violation of this provision will be considered a breach and the Contracting Officer may:
 - i. Follow the termination procedures found in FAR Part 49.4 (2001), and/or
 - ii. Use this breach as a factor in determining whether or not to exercise an available option under the procedures found at FAR Part 17.207 (2001).

8. MANDATORY FOOD ITEMS

A. The items listed below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH):

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, No. 10 can
8920-00-823-7221	Cake Mix, Devil's Food, No. 10 can
8920-01-E09-0200	Cake Mix, Gingerbread, 6/5lb Pg
8950-01-079-6942	Paprika, Ground 3 oz., 4 oz., 4.5 oz., or 5 oz. Jar
8950-01-254-2691	Garlic Powder, 1 lb. Jar w/ anti-caking agent

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES

8. MANDATORY FOOD ITEMS (Cont'd)

Suppliers for the above mandatory food items are as follows:

1. Pancake Mix, Devil's Food and Gingerbread Cake Mixes:

Advocacy & Resources Corporation (ARC)
435 Gould Drive
Cookeville, TN
POC: Ms. Terri McRae,
Executive Director
Voice: (931) 432-5981

2. Garlic Powder and Paprika:

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: (716) 224-0960 x6252

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

9. MUSIC ITEMS:

The acronym "MUSIC" stands for "Military Unique Subsistence Item Coordination". The Navy has designated the items listed below as "military unique". DSCP has contracted with the Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendor supplying Naval Ships afloat. The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than five (5), but no later than seven (7) working days after receipt of order.

It is mandatory that you obtain the MUSIC items listed below from:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN
POC: Ms. Terri McRae,
Executive Director
Voice: (931) 432-5981

NSN

8910-00-082-5734
8910-00-965-1553
8910-01-091-7209
8915-01-004-6676

ITEM

Cheese, Cottage, Dehyd., no. 10 size can
Egg Mix, Dehyd. No. 3 cylinder size no.
Milk, Dry, Nonfat, 4 lb., No. 10 can
Potato Mix, Dehyd, 2-½ lb., No. 10 can

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**10. NATIONAL CONTRACTS**

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

11. CARGO ITEMS

The acronym "CARGO" stands for "Consolidated Afloat Requisitioning Guide, Overseas". These items are included in the "Current Cataloged Items" attachment and identified with an asterisk. They must be supplied in accordance with the exact weight, pack and cube sizes identified in the item description.

These items represent basic stock items for the Navy. They are top seller/users on the Navy ships.

After award, the latest list of CARGO items will be provided. The Navy updates the list two times per year, usually in June and December. They will normally provide the Prime Vendor at least three months notice before the changes are to take effect.

12. Q-COG ITEMS

Definition: Health and comfort type items such as toiletries and snacks for resale in the ship stores. The Contractor may be asked in the future, to supply these items for the Navy ships.

13. MANDATORY NON-FOOD ITEMS

DSCP is currently working to add Food Service Operating Supplies (FSOS) to its prime vendor contracts. Upon this implementation, certain items may require sourcing via NIB/NISH. At the time of the award and at other times when applicable, DSCP will provide the Prime Vendor with a list that identifies mandatory non-food items and suppliers.

14. REBATES / DISCOUNTS

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

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

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**14. REBATES / DISCOUNTS (Cont'd)**

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 unit prices offered by the offeror shall be less than or equal to the unit prices charged by the offeror to its most favored commercial or Government customer for similar quantities under comparable terms and conditions.

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, then sorted by customer/dining facility. The final procedure 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.

15. NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA)*A. Definitions:*

- i. Agreement Holder – the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.
- ii. National Allowance Pricing – the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's unified buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.
- iii. National Allowance Pricing Agreement (NAPA) – agreements between DSCP and suppliers/manufacturers, which identify product category, and allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price, or fee in any way. All applicable allowances are deducted prior to the Prime Vendor's distribution fee.

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.

C. Under the NAPA Program, Agreement Holders will: Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor Program.

1. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

D. NAPA's neither obligate the Prime Vendor to carry, or the ordering activity to purchase, any of the agreement holders products; however, NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**15. NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA) (Cont'd)**

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

F. Under a contract resulting from this solicitation:

1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Chief, National Allowance, Pricing and Audit Office, (215) 737-7445. 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 agreed 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.

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

16. FOOD SHOWS

A. DSCP actively participates in vendor Food Shows for the purpose of obtaining "allowances" for the customers supported by this solicitation. These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all CONUS and OCONUS 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. The Prime Vendor should provide point of sale displays to customers who buy the manufacturers product.

C. No later than two (2) weeks prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager with the following information:

1. List of brokers/manufacturers attending the Food Show.
2. Map showing the locations of booths.
3. Effective period of the allowances
4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked.
5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum, the following elements are required on this Usage Report:

- a. Vendor Part Number

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES16. FOOD SHOWS (Cont'd)

- b. National Stock Number (NSN) (if applicable)
- c. Description of Item
- d. Usage Quantity
- e. Manufacturer/Brand
- f. Booth Number of exhibitor representing the product
- g. Proposed Discount

D. Within three (3) weeks after the food show, the Prime Vendor shall submit an estimated report of food show savings.

E. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report, by customer. This shall be completed within 3 weeks of the ending of the allowance period.

F. Food Show Allowances must be passed on to the customers directly via a catalog price reduction. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832-catalog transaction.

17. CUSTOMER SERVICE

A. The Prime Vendor shall treat each and every customer covered under these contracts 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 these contracts.

B. The Prime Vendor shall provide at least one (1) full time (dedicated) customer service representative to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirements, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives are required to speak English, and **MUST** have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished within 30 days after award.

C. While English-speaking truck drivers are not required, they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customer/prime vendor communication when necessary.

D. At a minimum, quarterly visits to the customers under these contracts are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at customer locations, which may take place in the prime or back-up zones.

E. Since many of our customers only have access to the Government telephone network. Offerors are required to have a toll free telephone and FAX number to accommodate all customers.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**18. NEW ITEMS**

A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. The Prime Vendor must notify DSCP and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis.

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

C. The prime vendor agrees to the DSCP requirement that all new items will not be made available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s), with the new items added to the customer's catalog, via the 832-catalog process.

D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item.

E. 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.

19. ADDITIONAL CUSTOMERS

Additional DLA authorized customers in the solicited zones may be added or deleted at no additional cost to the Government, based on a mutually agreed upon implementation plan.

20. BREAKING CASES

Case breaking is required for all customers on spices, flavorings and food colorings. If your company has additional items for which you normally break cases, you should indicate those items in your offer

21. AGREEMENT OF COOPERATION WITH GOVERNMENT OF ECUADOR

The Government of the United States and the Government of the Republic of Ecuador currently have an Agreement of Cooperation for the purpose of furthering both countries joint operations in Ecuador. Under the terms of this Agreement, any equipment, products, materials, supplies, and other property imported into or exported from the Republic of Ecuador by or on behalf of the United States Government in connection with this Agreement are exempt from all import and export procedures, duties, direct or indirect taxes, and other charges leviable in the Republic of Ecuador. This exemption includes businesses organizations and individuals, and their

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**21. AGREEMENT OF COOPERATION WITH GOVERNMENT OF ECUADOR (Cont'd)**

employees, that have entered into contracts with the United States Government in connection with this Agreement. All Prime Vendor operations for customers in Zone 1, as identified herein, are subject to this Agreement. As such, all equipment, products, materials, supplies, and other property imported into or exported from the Republic of Ecuador by or on behalf of the United States Government in connection with this contract are exempt from all import and export procedures, duties, direct or indirect taxes, and other charges leviable in the Republic of Ecuador. Offerors are responsible for ascertaining the precise rules and regulations, limitations, documentation requirements, and restrictions that apply to imports for the use of the customers identified herein.

22. TITLE

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

All deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the *Deliveries and Performance Section, 'Points of Delivery'*.

For Prime Vendor delivery of products from their OCONUS facility(s), all items will be delivered to end-user customer delivery points' loading platform (unless otherwise indicated), and be free of damage, with all packaging and packing intact.

For Prime Vendor direct Delivery times and points, refer to *Deliveries and Performance Section, 'Points of Delivery.'*

23. CUSTOMER DELIVERY LEAD-TIMES

Normal routine deliveries for all Zones shall be made within 48 hours of order placement. Deliveries shall average 1-3 times per week to each customer. Certain customers serviced may require more frequent deliveries due to such factors as less storage capacity. Navy ships and remote customers may require less frequent deliveries. For more details, see "Delivery Requirements" in the Descriptions/ Specifications section and "Point of Delivery" in the Deliveries and Performance section.

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

Under normal conditions **F.O.B Destination** terms apply. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, **52.247-34, F.O.B DESTINATION.**

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

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**25. TRANSPORTATION**

A. As the Government reserves the right to use the system that provides the best service to our customers, (with readiness included as a factor) the following applies:

1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System, or DTS. Offerors will be using established Government rates with a USTRANSCOM/MTMC (Military Sealift Command/Military Traffic Management Command) commercial carrier. The Contractor will book the required sea vans with the authorized carrier through the DSCP Transportation Office. MTMC will be responsible for the transportation of the Prime Vendor's products from their CONUS (Continental United States) distribution facility to their Overseas Distribution facility. This transportation method is known as "Point to Point" delivery.

2. The Government Transportation/Distribution Representative at DSCP will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the Contract.

3. Shipping Instructions for the Prime Vendor will be available via a web based web site. The site will be provided to the Prime Vendor upon award. The DSCP Transportation Office will generate the Transportation and Control Movement Document (TCMD) that will be used to identify that the products being shipped are for "US Armed Forces."

4. For all shipments to OCONUS Distribution Facility(s), all product is required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution facility(s).

5. Under the Government-provided carrier method (MTMC), the applicable Government designated Ocean carrier will provide sea vans and transport them to the Prime Vendor's CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded portion of the shipment will be taken over by MTMC to the Prime Vendor's OCONUS Distribution facility(s).

6. In order to enforce this requirement, the Prime Vendor shall assign a Customer Service Representative to the Contract, who will have sole responsibility to oversee this process.

All Customer Service representatives must be able to speak and understand English.

7. Under the Government-provided carrier method (MTMC), the Contractor will be responsible for pre-cooling (where appropriate), loading and contacting the Ocean Carrier for drayage of the loaded container to the Embarkation Port. The Contractor will also be responsible for making a visual inspection of the container to ascertain that it is intact, and the equipment operable. The Contractor will be responsible for arranging the return of empty containers to the Government designated Ocean Carrier, but will not be responsible for return drayage.

8. DSCP has been advised by MTMC that the average "Point to Point" delivery time for Zone I will be 14-24 days depending upon embarkation for South American destinations. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for costs lie against the Ocean Carrier. The Government has no liability for late delivery or damages to goods in transit.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES25. TRANSPORTATION (Cont'd)B. INSURANCE/LIABILITY AND CLAIMS

"The MTMC designated ocean carrier will be responsible for any loss or damage to products during "Point to Point" transportation. Any Discrepancy reports will be resolved between the Prime Vendor and the ocean carrier. The DSCP is not responsible for any loss or damage to products during transit. The Prime Vendor must file any claims for loss or damage to such products directly with the ocean carrier. A copy of the claim shall be forwarded to MTMC and DSCP. MTMC will monitor the resolution of such claims and make a good faith effort to have such claims resolved expeditiously. MTMC point of contact information follows:

Pam Mainor
MTMC Operations Branch
661 Sheppard Place
Ft. Eustis, Va. 23604
Attn: Pam Mainor
Carrier Services Branch
1-757-878-8622
1-757-878-7994 (fax)
E-mail: MainorP@mtmc.army.mil

C. CUSTOMS

The Prime Vendor is responsible for all customs clearance from his OCONUS facility(s) to the final delivery points. MTMC will be responsible for all customs clearance from the Port of Embarkation through to the Prime Vendor's OCONUS facility(s). The Prime Vendor shall comply with country agreements for the receipt of products duty free. The prime vendor shall not rely on the U.S. Government to circumvent country custom procedures. For example, countries may require bonded warehousing for import of duty free products.

D. PRIME VENDOR RESPONSIBILITIES

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

E. GOVERNMENT RESPONSIBILITIES

1. MTMC will be responsible for transporting products from the Prime Vendors CONUS Distribution Warehouse(s) to the Prime Vendors OCONUS Warehouse(s).
2. The DSCP transportation representative will be responsible for making ocean transportation bookings, transportation from OCONUS port to the Prime Vendor OCONUS facility, unless otherwise specified in the contract. MTMC will be responsible for arranging the return of empty containers to the Ocean Carrier.

PRIME VENDOR LATIN AMERICA

SUPPLIES/SERVICES AND PRICES**26. DOCUMENTATION**

The Prime Vendor Contractor is responsible for all export and import customs documentation required to ship products through South American ports to country(s) of destination; including, but not limited to the following:

MANIFESTS
INSPECTION CERTIFICATIONS
TRANSPORTATION DOCUMENTS
PHYTOSANITARY CERTIFICATES
HEALTH CERTIFICATES
WHOLESOMENESS CERTIFICATES

Also, see "Special Contract Requirements" contained herein.

27. FORCE PROTECTION

The DSCP Subsistence Directorate provides subsistence logistics support to the Latin American Zones during regional conflicts, contingency operations, national emergencies, and natural disasters. During these times, the United States Government, its personnel, resources, and interests may be the target of enemy aggression, to include espionage, sabotage, or terrorism. This increased risk requires DSCP to prevent the deliberate tampering and contamination of United States purchased material. The contractor will ensure the product or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The contractor will inform DSCP immediately of any attempt of tampering or contamination. Contractor shall describe in their technical submittal how the contractor prevents the contamination of products and materials during the manufacturing process, and prevents tampering during the storage and delivery process.

28. 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 Core Item List are identified as 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.

D. The DSCP will accept quotes for the Brand name items identified in the Core Item List, if offeror does not have invoices available for these items.

DISCLAIMER: The items listed in the Core Item List reflect the current ordering practices of the customers covered by this solicitation and are subject to change upon award. An item's inclusion in the Core Item List is not an endorsement of the brands or companies that produce these items by the Department of Defense or its activities.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**1. ITEM SCHEDULES**

Item schedule Part 1, lists the core items for this acquisitions largest customer, Manta AFB and are attached, with quantity estimates for approximately one year. These estimates are based on previous customer usage. However, it should be noted that the current total demand pattern for all the customers listed in this solicitation will be approximately 800 items or less.

Customers will be able to add additional food items to this contract after award during establishment of the catalog. The items must be determined by the Contracting Officer to be fairly and reasonably priced, of an acceptable quality, and come from the same Subsistence categories that are represented in this solicitation. The distribution prices submitted for these additional items must be consistent with other distribution prices for items from the same category.

Customers, from time to time, develop different programs to better the Quality of Life for the end-user. Prime Vendors are expected to take part in these programs (i.e., advanced foods, bar coding, menu planning).

2. ORDERING SYSTEM**A. 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. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing see attachment, for additional EDI information.

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

3. The awardee shall be required to interface with STORES and the offeror must be able to support the following EDI transaction sets:

810	Electronic Invoice
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" are attached to this solicitation.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**2. ORDERING SYSTEM (Cont'd)**

5. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. The Prime Vendor will be responsible to provide alternate ways a customer can order (e.g. FAX, Phone, Pick-up orders, etc.) in the event the STORES system or the Prime Vendor's commercial ordering system is not operational.
7. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES is not able to accommodate 3 or more positions beyond the decimal point.
8. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".

B. Order Placement

1. Customers will place their orders to accommodate a "skip day" delivery. An order placed on 1 March would have a required delivery date of 3 March. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".
2. The Prime Vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If, at that time of advising the customer, the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor shall either offer the customer a substitute, or advise them of the not-in-stock position of the item. The vendor is not authorized to ship an alternate product for acceptance upon delivery, without the customer's prior consent. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price.
3. The majority of customers listed will be utilizing the Government's ordering system, STORES, (the Subsistence Total Order and Receipt Electronic System). STORES requires that pricing be fixed at the time the order is placed, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.
4. For example, orders placed on March 1st will be priced at time of order, if the delivery is required between March 2nd and March 7th, inclusive. If delivery is not required until March 8th, or after, the order will be priced with those prices in effect at the time of delivery.

C. Vendor Catalogs

1. Vendors may change prices in their STORES Vendor Item Catalog every two weeks. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 7:30 AM Eastern Standard Time. See Attachment entitled "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**2. ORDERING SYSTEM (Cont'd)**

2. Vendors may submit alternate price change submissions (832 Updates). However, it should be noted 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 Thursday. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

D. Order Fill and Substitution Policy:

All supplies ordered shall be furnished on a "fill or kill" basis. In no case shall substitutions of items or brands be made without prior approval of the service representative. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as NIS. Offerors are required to have procedures for handling not-in-stock (NIS) situations. The offeror is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned. Only substitutes of comparable description, quality and price may be offered to the customer. Where brand names are specified on the catalog, through use of mandatory contracts or specific NAPA assigned stock numbers, assortment will be limited to those brands indicated.

E. STORES on the Web

1. The STORES team in the DSCP Subsistence Business Office and the Web Development Team in the Information Center of the Directorate of Operations joined forces to create a web-based food ordering system. STORES Web combines the functionality of Subsistence's STORES system with the worldwide access offered by the Internet. Now customers can log onto STORES Web from their own computers and order food from multiple vendors. They can view catalogs, record receipts, and create individualized order templates.

2. STORES Web also serves as the interface for the Air Force's new food management system, CFS. CFS uses commercial off-the shelf software and e-mail to send requirements to STORES Web. STORES Web turns those requirements into orders and sends them out to the vendors. It also handles the catalog and receipt functions. This partnership replaces both the Air Force's legacy food management system and the need for a separate STORES PC at the dining halls.

3. Currently, STORES Web is connected to only the Air Force food management system. Their system operates in a Windows environment, which enables them to use the Internet. The other service systems do not use Windows, so they cannot access the Internet from their systems. STORES NT provides the interface to the legacy systems used by the other services. DSCP Subsistence is exploring ways to provide an Internet ordering connection for those systems.

3. DELIVERY REQUIREMENTS**A. Land-Based Customers:**

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 48 hours after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery dates of March 3rd. Orders placed after noon on March 1st would have required delivery dates of March 4th. Exceptions may apply for remote areas.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**3. DELIVERY REQUIREMENTS (Cont'd)**

2. The Prime Vendor shall advise the customer no later than 12 noon on the day following order placement of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item(s). The customer will make the final decision on the acceptability for any substitution.

B. Navy Direct Ship Support Customers:

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering requirements.

2. The Prime Vendor shall advise the customer no later than 12 noon on the day following order placement of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item(s). The customer will make the final decision on the acceptability for any substitution.

3. Delivery port location(s), date(s) and time(s) to be specified by CTF-43.

4. PRODUCT QUALITY**A. Approved Source Requirements:**

All food products delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate from approved sources. A firm can only be identified as an approved source if it is listed in at least one of the following directories for the particular food product(s) that it intends to supply:

- (1) Directory of Sanitarily Approved Food Establishments For Armed Forces Procurement
- (2) European Directory of Sanitary Approved Food Establishments for Armed Forces Procurement (USAREUR Circular 40-657)
- (3) United States Department of Commerce (USDC) directory
- (4) United States Department of Agriculture (USDA) directory.
- (5) CENTCOM Directory of Sanitary Approved Food Establishments for Armed Forces Procurement.

The following is the Internet Link to VETCOM's Directory of Sanitarily Approved Food Establishments:

<http://vets.amedd.army.mil/dodvsa/index.html>

This site provides access to the above listed directories. From time to time access to the web site may be restricted for security reasons. In this case, the Prime Vendor shall notify the Contracting Officer who will provide appropriate access information. Also, see DSCP clause 52.246-9P31, "Sanitary Conditions," contained herein.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**4. PRODUCT QUALITY (Cont'd)****B. Shelf Life**

All Customers (specific exceptions are identified below): Acceptance of supplies will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible, and within the manufacturer's original shelf life period (i.e. "Best if Used By date", "Expiration Date", or other markings). For annual pack items, products will be from the latest seasonal pack available. Chilled products shall not be frozen in an attempt to extend the products' shelf life.

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

Navy Direct Ship Support: No product shall be delivered to customers with less than 60 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

NOTE: It is DSCP's policy not to grant shelf life extensions. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval and price reduction offered.

C. Warehouse & Distribution Quality Program:

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

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

D. Supplier Selection

A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**4. PRODUCT QUALITY (Cont'd)****E. Security Measures**

The Prime Vendor shall safeguard the integrity of product to assure products are not tampered with or adulterated in any way. Boxes must be delivered intact showing no evidence of tampering. Stored product as well as product in transit shall be controlled in a manner to eliminate the possibility of adulteration. Employee and visitor access to product shall be controlled and measures shall be taken to ensure employee credibility. These measures are required to guarantee customer safety.

F. Warehousing and Sanitation/Stored Products Pest Management Program

The Contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items. Records of inspection performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report for corrective action. Accepted industry standards for the above programs include, but are not limited to, the Code of Federal Regulations, Title 21, part 110; Food Manufacturing Practices; the Federal Insecticide, Fungicide and Rodenticide Act (as amended); the Food, Drug, and Cosmetic Act of 1938; and pertinent state and local laws and regulations.

G. Prime Vendor Quality System Management Visits

At the direction of the Contracting Officer, the Subsistence Prime Vendor Technical and Business Support Branch will conduct Prime Vendor Quality System Management Visits (PVQSMV's) to review the contractor's methods used to meet the terms of the contract and to verify that those terms are being met. PVQSMV's may include on-site visits to subcontractors and/or product suppliers. The contractor shall be responsible for coordinating these on-site visits by DSCP personnel with their Subcontractors/Suppliers.

H. DSCP National Food Audits

The National Food Audit Program functions as a Service and Quality Assurance check for our DoD customers to ensure that the War fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- (a) Prime Vendors adherence to contract requirements
- (b) The quality level of the materials supplied is at a satisfactory quality level, and uniformity throughout the DSCP-H Prime Vendor Regions
- (c) There are no product misrepresentation or substitution

The Audit objectives are accomplished utilizing the expertise of the USDA AMS Livestock and Seed Division personnel (Meat Graders), USDC National Marine Fisheries Service, USDA and DSCP-HFS Quality Assurance personnel, which form the National Food Audit Product Review Team.

The National Food Audit technical product review, while forging a partnership between the customer, Prime Vendor and DSCP-H is intended to provide a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from or compliance with established quality requirements is provided during the product review. This

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**4. PRODUCT QUALITY (Cont'd)**

technical discussion makes possible an understanding of the customers need for certain quality requirements so that the system supporting the manufacturing and distribution of the item can be tailored to meet these requirements. This approach makes it a win-win for the customer, Prime Vendor and DSCP-HFO .

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.

H. DSCP National Food Audits (Cont'd)

The average cost of a Meat, Poultry, Seafood and Processed Products audit is approximately \$9,000.00. As a Prime Vendor, you will be expected to provide samples that are authorized by the Contracting Officer up to a dollar ceiling of \$9,000.00 for all products used during the audits. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

Prime Vendors will be given a detailed report of each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiencies uncovered during the audit. 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 observations 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.

5. GOVERNMENT FURNISHED MATERIAL (GFM)

In the future, the Prime Vendor may be required to pick, stage, store and distribute Meal, Ready-to-eat (MRE's) to various end-user delivery points on a routine basis. However, in the event of any change, the Government reserves the right to require that any or all Prime Vendors receive, store, and distribute any of the above Operational Rations (which will be provided as GFM). Distribution Fee for this service will be negotiated at a later date. For more information regarding these rations, please visit the web site: www.dscp.dla.mil/subs/oprats.htm.

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

A. When requested, the Prime Vendor shall furnish beverage and soft serve/yogurt machines with heads compatible for use with Prime Vendor furnished products. Exceptions must be mutually agreed upon. 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. All management, labor, transportation, and supplies required to repair and maintain the contractor's equipment shall be the sole responsibility of the contractor.

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

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**6. JUICE AND DRINK DISPENSERS AND SOFT SERVE/YOGURT MACHINES (Cont'd)**

C. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor, and must be returned to the Prime Vendor at the conclusion of the contract in operable condition.

7. CEREAL DISPENSERS

When requested, the contractor shall furnish Cereal Dispensers suitable for the type of cereal requested by the customer(s). Maintenance or replacement shall be in accordance with normal commercial practices.

8. THEATRE SUPPORT**A. Management:**

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

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

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

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

B. Accounting for Personnel:

As directed by the contracting officer or his/her representative, the contractor shall report its employees in the area of operations by name and by location.

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

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**8. THEATRE SUPPORT (Cont'd)**

C. Risk Assessment and Mitigation:

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

D. Vehicle and Equipment Operation:

The contractor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work. The contractor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

E. Security Measures/Force Protection:

As vendors/contractors under Government contract, quality control procedures must be heightened to ensure that product entering your facility is safe for public consumption. The following security guidance is provided:

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

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended, and use seals when possible to designate loaded trailers. Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date.

Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

F. Passports, Visas and Customs Clearance:

At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

PRIME VENDOR LATIN AMERICA

DESCRIPTIONS/SPECIFICATIONS**8. THEATRE SUPPORT (Cont'd)**

G. Status of Forces Agreement:

The contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similar related agreements.

H. Tour of Duty / Hours of Work:

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

9. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION SERVICES

The Contractor in addition to providing Subsistence items; **may be required** to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The Contractor's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The Contractor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The Contractor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and HACCP training.

The Government may provide food service personnel (active duty military cooks) to perform most of the food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Contractor.

The Contractor will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The Contractor will also be required to follow the Master Menu document. The Master Menu document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out. The Master Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The Contractor may be required to attend Menu Planning Board meetings.

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

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**1. PACKAGING AND PACKING****A. All customers including Navy Ships**

1. Except as identified below, all packaging and packing shall be in accordance with good commercial practice and labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act, and regulations promulgated there under. Shipping containers shall be snug fitting and in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Contractor shall be responsible for abiding to any applicable packaging, packing and marking regulations of the various countries in/through which product will be stored/transported.

2. All meats, poultry, and seafood will be vacuum packed when practical. In all instances, the packaging will protect the product from freezer burn and contamination.

3. 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.

4. Chill and Freeze products must be shipped in Refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

5. Semi-Perishable (dry) goods must be separated from the Chill and Freeze items.

B. Navy Ship Customers

1. Packaging for shipboard stowage may require deviation from standard commercial pack. The Prime Vendor should maximize the use of commercial packing that employs sturdy containers, snugly packed with head space no greater than one half (1/2) inch. This procedure eliminates damaged cases and secures stowage aboard ships. Case weight should not receive more than 60 pounds.

2. Commercial cartons that fail to hold up under shipboard stowage conditions must be changed to ensure product durability.

2. MARKING/LABELING

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 applicable.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**2. MARKING/LABELING (Cont'd)**

C. Code Dates

1. Land Based Customers: All products shall be identified with readable dates (open code dates or coded dates), as determined by the type of product delivered. For perishable, non-shelf stable (chill and freeze) items, readable open code dates clearly showing the Use By Date, Date of Production, Date of Processing/Pasteurization, Sell By Date, Manufacturer Shelf Life Date, or similar markings are required. For semi-perishable, shelf stable (dry) items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating shall provide a product code key to each operating delivery point, each customer facility's Military Food Inspector, the DSPC account manager office within 30 days of catalog completion.

2. Navy Ship Customers: All products shall be identified with readable open code dates clearly showing the Use By Date, Date of Production, Date of Processing/Pasteurization, Sell By Date, Manufacturer Shelf Life Date, or similar markings.

Labels are required on all cases and must be no smaller than 4 inches by 4 inches. Labeling will be in accordance with clause 52.246-9P31. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Labels must include the DoD Stock Number and the Navy Food Item Code (FIC) Code, Item Nomenclature, Unit Pack, Unit of Issue, Case Net Weight, Case Cube, Date of Pack, "Manufacturer Shelf Life Date", or similar marking indicating the end of guaranteed freshness date, Lot Number, Manufacturer's name and Bar Code. The Dates of Pack and Manufacturer Shelf Life Dates must be "in the clear"(open coded) and easily visible. Item nomenclature shall be sufficient to identify the item. The Prime Vendor must use the Checkmate Inventory for Windows Commercial Program to provide a barcode on labels. Labels shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:

- (a) Requisition or Purchase Order number
- (b) The NSN represented in both human readable and bar coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by 1/2" tall.
- (c) Human readable FIC

D. Pallet placards are required for palletized loads to OCONUS destinations.

1. Regarding the placement of the placards on the pallets:

A placard may be positioned on the sides of the unit load just prior to applying the last layer of stretch (shrink) wrap. The outside label/placard shall be placed on either their identification-marked side of the load, or on the opposite side.

2. Regarding the material used for the placard:

The marking panel (placard) shall be constructed of any class or grade of solid fiberboard, and it must be affixed with tape and adhesive so as to remain securely attached to the load.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**2. MARKING/LABELING (Cont'd)**

C. Code Dates

3. Regarding the size of the markings on the placard:

Markings on palletized loads shall be ¾ inch or larger for interrupted stenciled letters, and ½ inch or larger for solid letters.

4. The phrase “FOR U.S. MILITARY FORCES IN SOUTH AMERICA” – NOT FOR RESALE” must be conspicuously present and visible on the placard and is required in order to expedite all products through the foreign delivery points.

3. PALLETIZATION

A. Requirements for all customers including all ships.

Except as identified as a special requirement below, all prime vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor.

B. Special Navy Ship Requirements:

For direct ship support, the Prime Vendor shall use standard commercial pallets and the maximum height of a loaded pallet should not exceed 60 inches. All pallets must be shrink-wrapped

4. WORLDWIDE PACKING LIST

The Prime Vendor is required to generate an automated Packing List in Microsoft Excel Spreadsheet format for every sea-van being shipped through MTMC. The following steps must be taken for each shipment:

- a. Once the van is loaded, the automated packing lists must be e-mailed to MTOP. The address is: mtfedocumentation@mtmc.army.mil. Please also copy your normal distribution list.
- b. Supporting documentation (all paperwork that is attached to the van) must be faxed simultaneously to one of these MTMC fax numbers (757) 878-8625,x7426, or x7885.

The shipper must also keep a record of the following metrics:

- Time van was loaded and sealed
- Time automated packing list was sent to the MTOP address via e-mail
- Time supporting documentation was sent to the MTMCfax

Note: If MTMC does not receive the automated packing list(s) as well as the supporting documentation, they will not schedule the van(s) for pick-up.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**4. WORLDWIDE PACKING LIST (Cont'd)**

Data requirements for the Worldwide Packing list are as follows: (a detailed sample will be provided after contract award).

- Ship to address not more than 3 lines
- Actual DODAAC has to be in cell C, line 10
- Date has to be in cell G, line 10
- Container number has to be in cell G, line 11 consisting of: 4 characters container owner, space, 7 characters container number of which the last one on the right is the check digit
- Gross Weight: cell G, line 12, numbers only
- Purchase order number: cell G, line 13, 14 characters.
- Seal number: cell G, line 14 as shown on the spreadsheet. There has to be a space between the letters and the numbers.
- Invoice: cell G, line 15 as shown
- SCAC: cell G, line 16, 4 alpha
- POE: cell G, line 17; 3 characters, valid code according to MILSTAMP
- POD: cell G; line 18; 3 characters, valid code according to MILSTAMP
- TAC: cell G; line 19; 4 characters; valid TAC code or TAC code will be generated in WPS.
- Van size: cell C, line 17, and length of 2, numbers only
- Temp Range: cell C, line 18; Temperature can be in Fahrenheit or Celsius and may be a single temperature reading or a range, and must conform to one of the following formats: C(#) or C(#) (#) or F(#) or F(#) (#). If the temperature is below zero, a minus sign ("-") may be added directly in front of the number (eg., C(-10)(0)).
- RDD: cell C, line 19; 3 position julian date, days only
- Container TCN: cell C, line 20, 17 characters
- Item description fields (SI, NSN, Description, Unit, Quantity)
- Cubic feet: cell D, on second line after the last item line, numbers only. Actual number of line is dependent on amount of line items.
- Total number of units: cell D, on the line below the cubic feet, numbers only. Actual number of line is dependent on amount of line items.

5. RADIO FREQUENCY (RF) TAG REQUIREMENTS**DEFINITIONS**

-RF TAG: A small radio transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. RF tags may be "active" which contain their own power source or "passive" which receive their power from an interrogator by radio frequency (RF) transmission

-RF INTERROGATOR: Electronic device used to detect, "read" and "write" specific information on a RF tag.

-RF RETRIEVER COMPUTER: An industrial computer configured to receive signals, via data cable from the RF Interrogator, and "upload" RF Tag information via a phone line to destination server. It has no monitor or keyboard.

-RF LAPTOP WRITE STATION COMPUTER: A "laptop" computer configured to "write" tags in conjunction with a RF Interrogator.

-RF WRITE SOFTWARE: The Government-owned software used in conjunction with RF equipment to gather RF tag data on military-sponsored shipments and report information for compilation in Government databases on regional servers for In-Transit Visibility.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION5. RADIO FREQUENCY (RF) TAG REQUIREMENTS (Cont'd)

-TAG DOCKING STATION: An electronic device used to transmit data electronically from the laptop computer to the RF tag.

GENERAL INFORMATION

It is the objective of the Government to use RF Technology for all Class I (Food) containers going OCONUS in order to maintain Total Asset Visibility (TAV) of subsistence on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.

The RF application software to be used for RF tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments. This includes surveying the Contractor/Supplier (hereinafter the "Contractor") site for RF site preparation, installation and testing of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag "write" and "read" capabilities. The Government points of contact (POC) for acquiring the RF software and technical services are: Mr. Thomas Kershaw, 703-805-5025, thomas.kershaw@hqda.army.mil, or MAJ Sam Davis, 703-614-6405, samuel.davis@hqda.army.mil.

RF EQUIPMENT AND EQUIPMENT SUPPORTHARDWARE:

All RF equipment will be Government-Furnished Property (GFP). The Contractor shall contact and coordinate with the Government POCs for the delivery, installation and configuration of the RF Computers and RF Interrogator units, for initial inventory of RF tags, and for any other assistance or advice required. Note: FAR clause 52.245-4, Government Furnished Property (Short Form) shall apply to all GFP provided to the Contractor.

-RF Retriever Computer: Each Contractor will be supplied with one (1) RF Retriever Computer. The computer will have RF read software installed and has no keyboard and no monitor. It will automatically receive data from the RF interrogator and forward it to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

-RF Laptop Write Station: Each Contractor will be supplied with one (1) RF laptop computer configured with RF Write software. Connected with a RF Interrogator or a Tag Docking Station, this unit enables the Contractor to write shipment information to RF tags, and to up-load the written tag data to a regional server using a telephone line (toll-free number) to be provided by the Contractor.

-RF Interrogators: Each Contractor will be supplied with RF Interrogators required for visibility of shipments as they enter and leave the contractor facility. The number of interrogators required will be determined during the site survey. The contractor may also be supplied with an RF interrogator for the RF laptops write station unless an RF tag docking station is utilized to write the tags.

-RF Tags: The RF Tag model 410 is an "active" tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. One (1) RF Tag model 410 is required for each container shipment. The initial inventory of RF Tags shall be provided by the Government for use on Government-sponsored shipments.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**5. RADIO FREQUENCY (RF) TAG REQUIREMENTS (Cont'd)****SOFTWARE:**

The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required RF tag activities.

RF INFRASTRUCTURE SUPPORT:

The Government shall coordinate and conduct a site survey of the vendor facility for installation of the RF equipment. The Contractor shall provide and prepare physical locations for RF equipment in accordance with the site survey.

The Contractor will provide the following infrastructure for the RF interrogator "read" station:

- Mounting of a (GFP) bracket plate to support the RF Interrogator. The Government shall provide the bracket to the Contractor as GFE.
- Installation of an un-switched 110VAC or 220VAC (as required) receptacle within two feet of the interrogator mount.
- Installation of conduit or pathway for running of a data cable between the RF Interrogator and the RF Retriever Computer.
- Shelf space for the RF Retriever Computer and installation of an un-switched 110VAC or 220VAC -receptacle within two feet.
- Installation of a telephone line near the RF Retriever Computer capable of dialing a toll-free number.

The Contractor will provide the following infrastructure for the RF laptop write station:

- Shelf space with a 110VAC receptacle within two feet of the RF laptop write station location.
- A telephone line near the RF laptop write station capable of dialing a toll-free number. The telephone line can be the same telephone line as installed in paragraph 2.5 above.

The Government shall install and test RF equipment after the supplier has completed site preparation work. The vendor shall provide assistance to the equipment installation team to facilitate installation and testing and to insure access to RF equipment locations.

PROCEDURES

Each contractor shall input data, or "write", one RF tag for each container load, when directed by the DSCP/ Item Manager, and affix the RF tag to the Container by the most secure method available, behind the locking bars. Each RF tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k RF tag. The Government will provide training for contractor personnel to "write" the data to tags, and to "read" and upload tag data upon shipment container departure from contractor location. The data format is in the Operational Prototype Total Asset Visibility, TIPS-Write Import Document, 09 Sep 02, at attachment 1.

PRIME VENDOR LATIN AMERICA

PACKAGING, MARKING & PALLETIZATION**5. RADIO FREQUENCY (RF) TAG REQUIREMENTS (Cont'd)**

The Contractor shall be responsible for replenishing and maintaining its inventory of RF tags. The replenishment RF tags will be provided as Government furnished property (GFP), at no cost to the Contractor. Note however, that the Contractor shall be fully liable for any/all loss or damage of RF Tags in their possession. The Contractor shall obtain its replenishment RF Tags from the following DDC Management Center for RFID Tags:

Defense Distribution Depot Susquehanna, PA
Gregory Woods, DDSP-OMP, Warehousing Branch
Building 203, Door 12
Mechanicsburg, PA 17055-0789

DSN: 430-3149, Commercial (717) 605-3149
Email: gwoods@ddc.dla.mil
DoDAAC: SB3100

OCONUS: Contractors shall remove all RF Tags affixed to containers delivered from CONUS origin, and retain for re-use. When the RF tag is removed from the container, the contractor shall invert the battery to deactivate the tag until it is ready for re-use. The removed/retained Tag(s) should be reported on the Monthly RF Tag Inventory Log described in para. D below. Quantities of RF tags over the amount needed for normal operations will be stored until collected by field service engineers during regular RF maintenance visits.

Maintenance of GFP Hardware/Software: The Contractor shall promptly and directly contact the following for any maintenance/repair required for any RF Tag GFP hardware or software:

CONUS: Mr. Harry Meisell, 703-620-7064 or Mr. Tom Kershaw, 703-805-5025

The Contractor shall maintain a log for its inventory/use of RF Tags. The RF Tag Inventory Log shall, at a minimum, contain the following information and dates: initial inventory; detail of each RF Tag shipped (e.g. RF Tag serial #, container #, TCN, date shipped, destination); detail of any RF Tag returned to the RFID Mgmt Center; replenishment quantity, on-hand inventory. In addition note any RF Tags that are damaged or unserviceable. OCONUS Contractors shall include and detail RF Tags removed/retained from CONUS containers (e.g. RF Tag serial #, container #, TCN, origin,). This information shall be promptly provided by the Contractor on a monthly basis (the first week of each month) to the Contracting Officer or authorized Contracting Officer's Representative (COR), and Sandy Latsko, U.S. Army Logistics Integration Agency (phone 703- 805-5026, email Sandy.Latsko@hqda.army.mil).

Upon request of the Contracting Officer, the Contractor shall promptly return any, or all, GFP RF Tags to the DDC RFID Management Center above. The Contractor shall prepare RF Tags for shipment as directed by the Government POCs, and shall make such shipment to the DDC Mgmt Center at its own expense. The Government will not make payment for any return shipments.

PRIME VENDOR LATIN AMERICA

INSPECTION AND ACCEPTANCE**1. INSPECTION AND ACCEPTANCE****B. FOB Destination Shipments:**

Inspection and acceptance of products will be performed at final destinations. However, all food deliveries are subject to military veterinary inspection and all delivery vehicles are subject to sanitary inspection at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military inspector, or the dining facility manager of food service.

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

B. FOB Origin Shipments:

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

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

2. WARRANTIES

The supplies furnished under the resultant contracts shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4 "*Contract Terms and Conditions – Commercial Items*", contained in this solicitation.

3. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

The Prime Vendor is responsible for proper product storage, segregation, and delivery of product in excellent condition. The Prime Vendor will maintain product using normal industry standards. 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 wrapper must be intact, not damaged, 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. Evidence of thawing and refreezing shall be cause for rejection of an item.

PRIME VENDOR LATIN AMERICA

INSPECTION AND ACCEPTANCE**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 shall reject the item and/or determine the course of action to be taken with the product in question. The final decision is to be made by the receiving official.

C. In the event an item is rejected, the invoice/delivery ticket shall be annotated as to the item(s) rejected. These items shall then be deducted from the invoice/delivery ticket, with the invoice/delivery ticket total dollar value adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed emergency basis, next day re-delivery of items that were previously rejected shall be made, so that the customer's Food Service requirements do not go unfulfilled. The redelivered items will be redelivered under a separate invoice/delivery ticket, utilizing the same call number, clin number and Purchase Order number for the discrepant line. These redeliveries 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. The customer will handle credit due to the ordering activity(s), as a result of the rejected product being returned, through a receipts adjustment process in STORES. The Prime Vendor's invoice/delivery ticket shall also be annotated with the information that the item has been rejected by the customer, the dollar value of the invoice/delivery ticket corrected, and with an indication that credit has been given by the Prime Vendor. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. If a customer requires a one-to-one replacement, no additional paperwork is necessary. The Prime Vendor's invoice/delivery ticket will show that product is a replacement for the rejected item. The invoice shall reference the call number, clin number and Purchase Order number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for non-conforming supplies.

F. Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected by the customer without further inspection.

PRIME VENDOR LATIN AMERICA**DELIVERIES AND PERFORMANCE****1. CONTRACTOR ACCOUNTABILITY**

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

2. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

Within (60) days after notification of award, the Prime Vendor shall be required to have established fully functional cataloging and distribution systems in place, including all EDI support systems, for all customers under their particular contract award.

The effective date of the contracts shall be the first day that one or more facilities place an order under the contract after the 60-day ramp-up period. In order to take into account the implementation period described above, the contracts shall begin on the date of award. Notwithstanding the contract's date of award, the effective base period shall begin on the date of the first ordering under the contract(s) after the 60 day ramp-up period and shall end one (1) year later. This means that the contract's base period may exceed one year when the time permitted for implementation is taken into consideration. Thereafter, each option period, if exercised, will begin on the anniversary of the base ordering period ending date. There are four (4) potential option periods.

In the event that the follow-on solicitation results in Prime Vendor awards to firms other than the incumbent Prime Vendors for the Latin American Region, the Government intends to: (i) make the award approximately 130 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 130 days of operation. During the implementation period, the incumbent Prime Vendor(s) will remain the principal source of food and non-food supplies for their region. Performance failure during this period may result in contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor (2) the new Prime Vendor.

Within (14) days after notification of award, the unsuccessful incumbent Prime Vendor will submit to their respective Contracting Officers a proposed ramp-down schedule. Upon receipt/review/discussion, the Contracting Officer will assist the new Prime Vendors with forecasting levels and the ramp-up phase shall begin. The Government can avert significant and additional over-ocean transportation charges if the new Prime Vendors consider procuring existing residual levels of inventory from the incumbent(s) as an initial basis for creating a total asset pipeline.

Within (60) days after notification of award, the new Prime Vendor(s) shall be required to have established fully functional cataloging and distribution systems in place, including all EDI support systems, for all customers under their particular contract award. The new Prime Vendor(s) shall be fully prepared to support all customers under their particular contract award at least 30 days prior to the expiration date of the incumbent contracts. It is the Government's intent to have all orders placed under the new Prime Vendor contracts when the incumbent contracts expire. However, the Government reserves the right to phase-in customer ordering points in the best interest of the Government.

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE**3. ITEM AVAILABILITY**

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

4. POINT OF DELIVERY

Two MTMC personnel points of contact are provided below to all offerors to assist in determining the average number of days it will take to get to their OCONUS facility(s); the average number of days required for booking; whether there is an established route to their OCONUS facility(s), etc.

The following individual will sign a confidentiality statement with DSCP:

Lydia Brayton
Joint Traffic Management Office
International Customer Service Office
(703) 681-2497 or (703) 681-6577

A. It is a requirement of this solicitation that each delivery point receive its entire order, within a scheduled delivery period. The contractor shall remove all excess pallets used for delivery of products from the delivery points. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent stops.

B. Contractor Vehicles: Unless specifically stated elsewhere in the contract the contractor shall provide all motor vehicles and any other transportation equipment required for the performance of this contract. The motor vehicles shall meet all the requirements of this contract and shall be subject to inspection and approval by the DSCP Contracting Officer Representative. In the event a Contracting Officer is not appointed, an individual authorized by the Contracting Officer will conduct inspection and approval. The contractor shall provide the Contracting Officer with a list of only those vehicles (by type and quantity) that are required in the actual performance of this contract in U.S. Government installations. The Contracting Officer shall submit the list through the Contracting Officer's representative for approval. Decals will only be issued for the geographical areas of the contract's performance.

C. Installation delivery routes and stop-off sequences (if applicable) will be coordinated and verified with the installations on a **post award** basis by the awardee(s). All ship delivery routes and stop-off sequence will be coordinated with and verified with the CTF-43 on a **post-award** basis by the awardee(s). The Prime Vendor must provide a signed copy of the delivery invoice on the 3rd normal business day after delivery is made.

D. Upon completing the delivery(ies), and before the carrier leaves, the installation copies of the invoice/delivery ticket may be required to be delivered to a central "Accounting/Troop Issue" activity of the installation.

E. Prime Vendor contractors should be aware that projected feeding strengths at each Military location are subject to fluctuations based on a variety of factors, i.e. seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. Therefore, it is critical that Prime Vendor Customer Service Representative(s) should be able to converse fluently in English, and maintain open communications with the individual bases to be aware of these fluctuations and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE

4. POINT OF DELIVERY (Cont'd)

F. All deliveries are subject to Military Veterinary Medical inspection at the assigned delivery destination point.

G. Consists/manifests are required for all deliveries.

H. Specific delivery point information is provided below. Customer telephone numbers are provided for post-contract award actions, only. The customers should not be contacted regarding questions concerning delivery prior to contract award. Offerors are advised to contact the Contracting Officer(s) or the Contract Specialist(s) for any such information. The post contract award point of contact will be the Dining Facility Manager, Food Service Officer, Troop Issue Subsistence Officer or for Navy Ships CTF-43, or Replenishment Officer.

Zone 1 – Ecuador

Customer	Loading Dock	40 Ft. access	Minimum deliveries per week
Manta AFB	Yes	Yes	2 days a week Monday/Thursday
U.S. Embassy			1 day a week
U.S. Consul			1 day a week
Navy Ships	Delivery to port of Manta		As needed basis
U.S. Coast Guard Ships	Delivery to port of Manta		As needed basis

5. FILL RATE REQUIREMENTS

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

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{FILL RATE \%}$$

Fill rates shall be calculated and reported with and without substitutions.

B. The minimum acceptable fill rate to be considered for award under this solicitation is 98% before substitutions. All technical proposals must contain a proposed order fill rate that meets at least that level of service. The proposed fill rate must be supported with detailed information (e.g., proposed in-house and in-transit inventory levels) that clearly demonstrates how the rate will be met and maintained. The proposed fill rate of 97% or higher will become the contract requirement upon award. Fill rates shall be proposed without qualifiers. If customer actions attribute to fill rates below goal, the Prime Vendor shall notify the Contracting Officer with supporting documentation. The Contracting Officer shall consider such incidents on a case-by-case basis.

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE**6. HOLIDAYS**

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

7. EMERGENCY ORDERS

The contractor shall provide a minimum of two emergency orders (excluding mobilization actions) per month, per customer, at no additional charge. Expedient fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities the name of the Customer Service Representative for notification of receipt and handling of such emergency service and will provide their business phone number, fax number, email address, and/or pager number.

8. AUTHORIZED RETURNS

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

- a. Products shipped in error
- b. Products damaged in shipment
- c. Products with concealed, or latent damage
- d. Products that are recalled
- e. Products that do not meet shelf life requirements
- f. Products that do not meet the minimum quality standards
- g. Products delivered in unsanitary delivery vehicles
- h. Products delivered that fail to meet the minimum/maximum specified temperatures
- i. Quantity excess as a result of order input error and/or Purchase Ratio Factor errors
- j. Unauthorized substitutes

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

9. SHORT SHIPMENTS/SHIPPING ERRORS

A. Short shipments will be noted by the receiving official on the delivery ticket/invoice(s) accompanying the shipment. The Prime Vendor's representative (in this case, the truck driver), will acknowledge and counter-sign the delivery ticket/invoice.

B. Any product delivered in error by the Prime Vendor (and not accepted by the customer) must be picked up on the next delivery day after notification by the ordering facility.

C. Prime Vendor is responsible for removal of empty pallets and all packaging materials on the next delivery date to ordering facilities.

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE

10. CONTINGENCY REQUIREMENTS

A. SURGE – The contractor must have the capability to handle large demand increases for short periods of time with very little lead-time. This may be required at various times throughout the term of the contract. This may be due to changes in world events or unscheduled arrival of ships or troops and may occur with only a few hours notice. The order requirements on a given day may be doubled or triple the normal requirements for that day in a normal business mode. These surges in demand may be impossible to anticipate. Pricing constraints for items furnished in this fashion shall be the same as those routine, non-surge orders.

B. MOBILIZATION -- The capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple the case requirements at any site for a protracted period must also be provided for. 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. Additionally, due to the unique location of this area, your readiness plan should address the ability to move product from the U.S. to South America in case of a large surge in demands or other emergency-type situations.

C. OPERATIONAL DEPLOYMENT – Military buildup of troops in one or more areas identified below for an unspecified period of time with not less than 30 day notice wherein demands may increase up to 600% over estimated demands.

OPERATIONAL DEPOLYMENT AREAS

ZONE I	ZONE II	ZONE III	ZONE IV
PANAMA	GUATEMALA	MEXICO	CUBA
COLOMBIA	BELIZE		BAHAMAS
VENEZUELA	HONDURAS		JAMAICA
GUYANA	EL SALVADOR		HAITI
BRAZIL	NICARAGUA		DOMINICAN REPUBLIC
SURINAM	COSTA RICA		BERMUDA
FRENCH GUIANA			ST. CHRISTOPHER-NEVIS
PERU			ANTIGUA
BOLIVIA			DOMINICA
CHILE			MARTINIQUE
ARGENTINA			SAINT LUCIA
PARAGUAY			SAINT VINCENT
URUGUAY			GRENADA
FALKLAND ISLANDS			TRINIDAD & TOGABO
ANTARTICA			CAICOS & TURKS
			ANGULLA
			MONTSERRAT
			GUADELOUPE

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE**10. CONTINGENCY REQUIREMENTS (Cont'd)**

The Prime Vendor must have the ability to support an unknown number of troops deployed in its respective operational deployment areas. The Prime Vendor must be operational within 30 days of notification by the Contracting Officer and must be able to operate within its operational deployment area for an unspecified period of time. If and when an Operational Deployment occurs, it will be implemented by the means of a bilateral modification. Contract distribution fees will be negotiated if necessary.

THE GOVERNMENT RESERVES THE RIGHT TO TEST THE PRIME VENDOR'S READINESS PLAN FOR CONTINGENCY SITUATIONS THROUGHOUT THE LIFE OF THE CONTRACT (S). THIS MAY CONSIST OF UNANNOUNCED PAPER EXERCISES TESTING THE PRIME VENDORS CAPABILITIES. TESTING WILL NOT REQUIRE STOCK MOVEMENT.

11. CONTINGENCY CAPABILITY

A. Under all contingency situations, as defined herein, the Prime Vendor must have the capability to support short-term surge and long-term mobilization requirements with a viable readiness plan, to include a back-up plan. The Services may encounter unscheduled arrival of troops, with only a few hours notice (i.e., large increases in quantities demanded for short periods of time and on short notice). The order requirements could more than triple their normal usage on a given day(s). The timing of these types of surges will be impossible to anticipate. Pricing constraints for items furnished during these periods shall be the same as for those routine, non-surge orders.

B. The Prime Vendor must coordinate their readiness plan to such a degree they can support individual services or joint mobilizations. The Prime Vendor is required to have a staging area that can hold a minimum of 25 forty-foot vans. This staging area should be adjacent to or nearby the facility, and may be needed during contingencies. The prime vendor must be able to handle emergency situations or full-scale military mobilizations **wherein requirements at any site could go up as much as 600% over their normal requirements for protracted periods of time. The offeror's readiness plan must outline how they would meet this increased workload by, for instance, using additional suppliers, subcontractor, trucking companies, etc., and how this sustained increase would be satisfied. Offerors must also address how internal (in-country – CONUS and OCONUS) strike situations would be handled, and their capability to move product across international borders, during a crisis.**

C. The Prime Vendor must have the capability to support long-term operational deployment requirements at several delivery points in different geographical areas, providing direct delivery to a deployment site, or intermediate staging base in the deployment zone. Normal mobilization strategies provide lead-times of at least thirty (30) days to build to the necessary support level. Once built to that level, initial lead-times can be as short as 18 hours.

D. The successful Prime Vendor(s) will be notified a minimum of 30 days prior to the implementation of any mobilization or operational deployment. In the event of a mobilization or operational deployment, background checks and/or security clearances may be required for key Prime Vendor personnel overseeing all phases of the delivery of product into the mobilization or operational deployment areas. **These Prime Vendor personnel must be fluent in the English language. The Prime Vendor(s) shall supply the U.S. Government the names, addresses and telephone numbers of all their proposed key personnel for such an event.**

E. During peacetime as well as deployments, the Prime Vendor(s) may have to deliver products to airfields, and there may be a requirement for the construction of air pallets. The U.S. Government will coordinate with the Prime Vendor(s) regarding the procedures required for building 463L air pallets for use within the Military Airlift Transportation System.

PRIME VENDOR LATIN AMERICA

DELIVERIES AND PERFORMANCE**11. CONTINGENCY CAPABILITY (Cont'd)**

The Prime Vendor(s) will be required to palletize, cover, strap down and transport all cargo to the designated airfield. The Prime Vendor(s) will be required to properly prepare/process any and all required documentation before items are accepted for airlift transport. Once the Prime Vendor(s) ensure that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

DISTRIBUTION REQUIREMENTS (DURING OPERATIONAL DEPLOYMENT)

During operational deployment, use of the Defense Transportation System (DTS) to include Total Asset Visibility (TAV) and Radio Frequency (RF) tags, will be a part of these resultant contracts, during contingencies. A representative for the transportation community will assist the Prime Vendor's facilities in the identification and tracking of assets. In the event of contingency activation, all sea vans/vehicles will be outfitted with a Radio Frequency (RF) tag for ultimate destination tracking purposes. The Prime Vendor will be provided sufficient quantities of RF tags upon notification of contingency. In the event of a contingency, the Prime Vendor will be responsible for the placement of the RF tag on the van/vehicle at their OCONUS Distribution facility(s), prior to transporting to the Operational Deployment Zone destination.

DISTRIBUTION REQUIREMENTS (DURING SURGE)

During surge, the Prime Vendor(s) may be required to ship into a variety of ports to meet Navy/MTMC chartered vessels when commercial ocean carriers cannot meet DoD (Department of Defense) requirements for that specific contingency, or are unable to transport freight into that area. At that time, the DSCP Transportation/Distribution Office handles the transportation arrangements to the OCONUS ports. The Prime Vendor is responsible for generating Radio Frequency (RF) tags to track shipments through the transportation pipeline and the Automated Manifest System (AMS) cards for receipt processing and visibility of information inside a shipment.

Since the Prime Vendor(s) are entering the Defense Transportation System (DTS), Government documentation (MILSTAMP) procedures must be followed. All booking and release information will be coordinated with the Prime Vendor(s) for cargo movement to the final destination. All cargo will be loaded into sea van containers leased or owned by the U.S. Government, or loaded into commercially owned sea vans provided by the commercial ocean carrier, and moving under the terms and conditions of the MTMC Universal Service Contract.

All ocean transportation costs will be shown as a separate line item in the Solicitation and Contract.

12. FORCE MAJEURE

Neither the Government nor the Prime Vendor shall be liable for excess cost if failure to perform the contract arises out of causes beyond the control, and without the fault or negligence of the contractor. Such cases may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control, and without the fault or negligence of the Prime Vendor.

PRIME VENDOR LATIN AMERICA

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 resultant contracts. Notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the DSCP Contracting Officer.

B. In the event the Prime Vendor effects any change at the direction of any person other than the DSCP Contracting Officer, although that person may possess "apparent Government authority", the change will be considered to have been made without authority and no adjustment will be made under this contract to cover any increase in costs as a result thereof.

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.

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

2. INVOICING**A. General**

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

2. For all customers using the STORES or STORES on the Web ordering system, the vendor will be required to invoice for payment electronically (see electronic invoicing below). For any customers that order "commercially", that is not through the STORES or STORES on the Web systems, the vendor will be required to invoice manually (see commercial invoicing below).

3. The vendor shall submit two (2) signed copies of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center for payment. At least one (1) of the invoices must be an ORIGINAL, WITH ORIGINAL SIGNATURE. Each invoice shall contain sufficient data for billing purposes. This includes:

- a. Contract Number
- b. Call Number
- c. Purchase Order Number
- d. Destination – Defense Activity Address Code (DoDAAC)
- e. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
- f. Item Nomenclature
- h. Quantity purchased per item in DSCP's Unit of Issue and Unit of Issue Price
- j. Clearly identified changes and annotations on all copies
- k. Total dollar value of invoice recalculated, if applicable

PRIME VENDOR LATIN AMERICA

CONTRACT ADMINISTRATION DATA**2. INVOICING (Cont'd)**

1. Invoices should contain the DoD stock number and FIC code as referenced
- m. Electronic invoices require lead CLIN be used on every invoice, regardless of multiple invoices per purchase order, in order for payment to be made.

4. It is strongly preferred that there be only one (1) invoice per customer facility per delivery. Vendors are discouraged from submitting separate invoices for dry, chill and freeze products. However, if this is not possible, than all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoice groups must be sent to DFAS Columbus together.

5. For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; ≥5, rounded up. All weights must be rounded to whole pounds using standard rounding methods.

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

7. The total responsibility for the submission of correct invoices rests with the contractor. Invoices returned for correction by DFAS will be resubmitted when corrected and no interest will accrue during this time frame.

B. Electronic Invoicing

1. All invoicing of STORES orders for payment is to be filed electronically, using EDI Transaction set 810. (Attached)
2. All invoices submitted must be clean, i.e. all debit/credits must be correct prior to submission.
3. Invoice transactions may be submitted to DSCP daily; however it cannot be stressed enough that all internal debit/credit transaction must be completed prior to invoice submission.
4. The same invoices cannot be submitted with different dollar amounts.
5. You will be required to submit test Transactions sets 30 days prior to first order.
6. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
7. 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.

C. Commercial Invoicing

1. Call numbers should be designated at the customers location at the time of order and will follow in a numerical sequence and start with an alpha (which will be designated by the Account Manager for each commercial location and which will remain constant). Call numbers should begin with 001. (e.g. K001, K002, etc.) Care should be taken not to duplicate any call numbers.
2. In lieu of the purchase order number required in II.A.3. above, the Destination (customer name) and Department of Defense Activity Address Code (DoDAAC) is required.
3. Any NAPA Rebate should be listed.
4. As stated in II.C.6. above, for each line on the order, the **total number of units of issue** delivered must be included (i.e., if product is shipped by case, but the unit of issue is cans, the total number of cans shipped must also be annotated.)
5. Signed copies will be forwarded (preferably by fax) by the customer to the DSCP account representative (to be designated at a future date) at 215-737-2161. At that time the representative will obligate the funds and post the receipt.
6. The vendor must submit two (2) signed copies (one being the original signed copy) of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center (see below for address).

PRIME VENDOR LATIN AMERICA

CONTRACT ADMINISTRATION DATA**3. PAYMENTS**

- A. Defense Finance Accounting Center (DFAS) Columbus is the payment office for this acquisition. The DFAS Columbus Center's Website address is:

<http://www.dfas.mil/money/vendor/>

- B. DFAS Columbus Center is the payment office for this acquisition. The mailing address is:
Defense Finance and Accounting Service, Columbus Center
Attn: DFAS-BVDPIP/CC
P.O. Box 182317
Columbus, Ohio 43218-6260

C. Payments 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***".

D. Payment is currently being made in approximately 7 days after the receipt of a proper invoice; however, it is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

E. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from the Prime Vendors' financial institution.

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

4. ADMINISTRATION

A. Administration for the basic Indefinite Quantity contracts resulting from this solicitation will be performed by DSCP. A designated representative at the ordering activity, which placed the actual order, will perform administration on individual delivery orders. In this regard, administration includes approving product substitutions, placing orders, determining delivery date, quantities, and item changes, and receipting of products received.

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

PRIME VENDOR LATIN AMERICA

SPECIAL CONTRACT REQUIREMENTS**1. NOTICE TO OFFERORS**

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

The Prime Vendor that receives the resultant contract(s) will be required to hold prices the week prior to the Government's Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

2. MANAGEMENT REPORTS

All offerors are advised to refer to the listing indicated below which outlines all Management Reports that are required of the Prime Vendors upon receiving the Contract award and implementation of the Contract requirements. The fill rate report must be submitted on a weekly basis, every Wednesday no later than close of business. Monthly reports shall be cumulative for a one (1) month period, and must be submitted no later than the seventh (7th) day of the following month; e.g., for the reporting period of January 1 through January 31 – referenced reports must be received by February 7. Note: The Government reserves the right to require the submission of additional reports or the following reports on a more frequent basis.

A. Weekly Fill Rate Report

The Prime Vendor will submit a weekly report reflecting the previous weeks business, by customer per individual distribution platform area and overall, to the DSCP Contracting Officer with the following information:

1. Fill Rate without Substitutions
2. Fill Rate with Substitutions
3. List of all items that were Not In Stock (NIS), returned, damaged, mispicked, etc.
4. List all items that were "substituted", and indicate the reason they were substituted

During the term of this contract, the Government reserves the right to change or modify the requirements for completion of the weekly fill rate reports.

B. Monthly Small Business Subcontracting Report

1. List products manufactured and/or supplied by Small businesses, Small Disadvantaged Businesses, Minority-owned Small Businesses, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), Hub-Zone Small Businesses Women-owned Small Businesses, Women-owned Small Disadvantaged Businesses, and Veteran-owned Small Businesses.

This report should be sorted by manufacturer/supplier, and include (at a minimum) quantities and dollar values.

Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

PRIME VENDOR LATIN AMERICA

SPECIAL CONTRACT REQUIREMENTS**2. MANAGEMENT REPORTS (Cont'd)**

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 doesn't mandate that their 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.

C. Monthly Slow Movers Report – This report should list all items that are not moving as originally forecasted and where shelf life expiration is a concern. The report should be sorted by item description and show quantity, dollar value, NSN, unit of issue, unit of measure, purchase ratio factor, original shelf life and shelf life remaining.

D. Rebate Reports –

1. **Monthly General Rebates** – All rebates that have been passed along to the customer via off-price reductions 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. **Monthly NAPA Report** – This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. The Prime Vendors shall list each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

3. **Food Show Rebates** – This report should show a detailed break out of all savings received at your Food Show(s). This report is not a monthly requirement, but is based on the time of your Food Show(s). It shall be submitted within 2 weeks after food show savings end showing actual savings. The Prime Vendor shall 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.

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

F. Monthly Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of unit received, and the total dollar amounts of units rejected. Dollar amounts should be subtotaled by product category, as well as by overall total.

G. Monthly Customer Service Report -- The Prime Vendor shall develop and provide a report to the DSCP Contracting Officer summarizing all discrepancies and complaints received from their ordering activities. This report shall also report the actions taken by the Prime Vendor to resolve their customer's discrepancies and complaints.

H. Monthly 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.

PRIME VENDOR LATIN AMERICA

SPECIAL CONTRACT REQUIREMENTS

2. MANAGEMENT REPORTS (Cont'd)

I. Monthly Descending Case Volume Purchases Report – Sorted by line item; each line to contain at a minimum, DSCP Stock Number, Item Description, Product category, Pack or Size, Brand Description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category, as well as by overall total.

J. Vendor Catalog Report (to be submitted with each catalog update) – Sorted by Item Description. Prime Vendors must list all information including DSCP Stock Number, Prime Vendor Part Number, Item Description, Item Category, DSCP Unit of Issue, Delivered Price (the actual invoice price (in U.S. Currency) of the product paid to the manufacturer/supplier, for delivery of product to offeror’s CONUS distribution point), Distribution Price and the Purchase Ratio Factor.

K. Total Asset Visibility Report (to be submitted within 8 hours of Contracting Officer request) – A spreadsheet that shows vendor on-hand and due-in data.

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

Data shall be submitted as follows:

1. Format.

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

2. Transmission of Data.

Information shall be submitted electronically via—

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

OR

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

3. Frequency of Submission.

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

4. Contents of the Data File.

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

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

PRIME VENDOR LATIN AMERICA

SPECIAL CONTRACT REQUIREMENTS**3. HEALTH CERTIFICATES & EXPORT CERTIFICATION REQUIREMENTS (Cont'd)**

(2) The United States Department of Commerce (USDC) has cognizance over water foods. Certificates are issued in accordance with applicable rules and regulations. Contractors should contact their regional USDC office for specific information.

USDC Export Health Certificate	Available in specific languages
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B. Offerors are advised that all certificates must be original certificates with original signatures.

C. All certificates must bear the following "Consigned To" address:

U.S. MILITARY FORCES SOUTH AMERICA (specify location as appropriate)

D. All costs associated with the issuance of the required form(s)/certificate(s) shall be borne by the Prime Vendor(s).

E. The Prime Vendor(s) will distribute the required form(s)/certificate(s) at the Prime Vendor(s)' expense as follows:

(1) One (1) copy shall be placed inside the van together with other required documents and attached conspicuously to one or more of the packages visible immediately upon opening the van.

(2) One (1) copy, along with other shipping documents shall be placed in a plastic document packet, and sealed with moisture resistant tape. The packet shall be securely attached to a protective area outside the van on the rod above the left door handle.

(3) One (1) copy, in an envelope conspicuously marked: "*Contains Health Certificates*", shall be mailed via Express Mail – International Service, at time of shipment to the Overseas POD specified in the contract.

F. In the event the Prime Vendor(s) fails to obtain and distribute the required certificates, the Prime Vendor shall be responsible for all costs incurred by the Government as a result of such failure. Such costs shall include, but not be limited to the following:

- (1) Demurrage costs associated with detention
- (2) Loss of Product during, or resulting from detention
- (3) Loss of Product shelf life during, or resulting from detention
- (4) Costs associated with obtaining or transferring replacement supplies from another source or location for intended use
- (5) Cost to maintain refrigeration of perishable supplies during detention
- (6) Cost of transportation and supplies when release of supplies for intended use cannot be obtained
- (7) Administrative costs

PRIME VENDOR LATIN AMERICA

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

52.208-9 - Contractor Use of Mandatory Sources of Supply or Services (Feb 2002)**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)****(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.

(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.

PRIME VENDOR LATIN AMERICA

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

52.212-1 (Cont'd)

(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.

(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.

PRIME VENDOR LATIN AMERICA

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

52.212-1 (Cont'd)**(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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

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

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 contact Dun and Bradstreet by calling 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://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

PRIME VENDOR LATIN AMERICA

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

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

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

Faxed offers are NOT authorized for this solicitation.

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

Period of acceptance is 180 days.

3. Paragraph (e), *Multiple Offers.*

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h), *Multiple Awards.*

The Government intends to make one award.

52.212-2 Evaluation—Commercial Items (Jan 1999)

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

- I. Corporate Experience/Past Performance
- II. Distribution System/Quality Assurance
- III. Force Protection
- IV. Customer Support

Technical and past performance, when combined is:

- Significantly more important than cost or price
- Approximately equal to cost or price
- Significantly less important than cost or price

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

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

PRIME VENDOR LATIN AMERICA

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

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (JUN 2003)**

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

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

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

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

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

PRIME VENDOR LATIN AMERICA

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

52.212-3 (Cont'd)

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

(3) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

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

(5) *Common Parent.*

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

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

(1) *Small Business Concern.*

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

(2) *Veteran-Owned Small Business Concern.*

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

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

(3) *Service-Disabled Veteran-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

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

(4) *Small Disadvantaged Business Concern.*

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

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

PRIME VENDOR LATIN AMERICA

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

52.212-3 (Cont'd)

(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

PRIME VENDOR LATIN AMERICA

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

52.212-3 (Cont'd)

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

(i) *General.*

The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and 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 at 13 CFR 124.104(c)(2); or

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

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

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

PRIME VENDOR LATIN AMERICA

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

52.212-3 (Cont'd)

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

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

- Black American.
 Hispanic American.
 Native American
 (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 Asian-Pacific American
 (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 Subcontinent Asian (Asian-Indian) American
 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 Individual/concern, other than one of the preceding.

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

(1) Previous Contracts and Compliance.

The offeror represents that--

- (i) It has, has not, participated in a previous contract or subcontract subject 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.

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

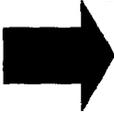
(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

PRIME VENDOR LATIN AMERICA

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

52.212-3 (Cont'd)



(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

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

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

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

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

PRIME VENDOR LATIN AMERICA

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

ATTACHMENT TO 52.212-3

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

(a) Definitions.

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

(b) Evaluation.

The Government—

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

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

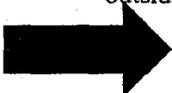
(c) Certifications and Identification of Country of Origin.

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

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

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

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



<i>Line Item Number</i>	<i>Country of Origin</i>
_____	_____
_____	_____
_____	_____



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

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

PRIME VENDOR LATIN AMERICA

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

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in 225.7401).

PRIME VENDOR LATIN AMERICA

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

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

(a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment 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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

PRIME VENDOR LATIN AMERICA

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

52.212-4 (Cont'd)

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

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

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

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

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

(h) Patent Indemnity.

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

(i) Payment.

(1) Items Accepted.

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

(2) Prompt Payment.

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

(3) Electronic Funds Transfer (EFT).

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

(4) Discount.

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

(5) Overpayments.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall 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

PRIME VENDOR LATIN AMERICA

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

52.212-4 (Cont'd)

Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(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.

PRIME VENDOR LATIN AMERICA

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

52.212-4 (Cont'd)**(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.

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

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

PRIME VENDOR LATIN AMERICA

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

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

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

1. Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

PRIME VENDOR LATIN AMERICA

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

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT
2003)[DEVIATION]**

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

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

- (1) **52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).**
- (2) **52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).**
- (3) **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).**
- (4)(i) **52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).**
- (4)(ii) **Alternate I (MAR 1999) of 52.219-5.**
- (4)(iii) **Alternate II (JUN 2003) of 52.219-5.**
- (5)(i) **52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).**
- (5)(ii) **Alternate I (OCT 1995) 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**
- (7) **52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).**
- (8)(i) **52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(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, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).**
- (10)(i) **52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).**
- (10)(ii) **Alternate I (JUN 2003) of 52.219-23.**
- (11) **52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).**
- (12) **52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).**
- (13) **52.222-3, Convict Labor (JUN 2003) (E.O. 11755).**

PRIME VENDOR LATIN AMERICA

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

52.212-5 (Cont'd)

- (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) **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).
- (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) **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).
- (20)(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)).
- (20)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (21) through (23) are not applicable and have been deleted.
- (24) **52.225-13**, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.
- (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- (29) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (33)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (33)(ii) **Alternate I** (APR 1984) of 52.247-64.

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

- (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

PRIME VENDOR LATIN AMERICA

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

52.212-5 (Cont'd)

- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (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 paragraphs (i) through (vi) 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 (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

PRIME VENDOR LATIN AMERICA

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

52.212-5 (Cont'd)

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

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 1995) DFARS****(a) Definitions.**

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

PRIME VENDOR LATIN AMERICA

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

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) DFARS**

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (AUG 2003) (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 (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

PRIME VENDOR LATIN AMERICA

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

252.212-7001 (Cont'd)

- 252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003** Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

PRIME VENDOR LATIN AMERICA

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

- 52.214-34 – Submission of Offers in the English Language (Apr 1991)
- 52.214-35 – Submission of Offers in U.S. Currency (Apr 1991)
- 52.215-6 – Place of Performance (Oct 1997)
- 52.245-2 – Government Property (Fixed-Price Contracts) (Dec 1989)
- 52.247-29 – F.O.B. ORIGIN (June 1988)
- 52.247-34 – F.O.B. Destination (Nov 1991)
- 52.247-48 – F.O.B. Destination – Evidence of Shipment (Feb 1999)
- 52.252-1 – Solicitation Provisions Incorporated By Reference (Feb 1998)
- 52.252-2 – Clauses Incorporated By Reference (Feb 1998)
- 252.204-7004 – Required Central Contractor Registration (Mar 2000) DFARS
- 252.212-7000 – Offeror Representations and Certifications – Commercial Items (Nov 1995) DFARS
- 252.225-7041 – Correspondence in English (Jun 1997)
- 252.225-7042 – Authorization to Perform (Jun 1997)
- 252.229-7000 – Invoices Exclusive of Taxes or Duties (Jun 1997)
- 252.229-7001 – Tax Relief (Jun 1997)
- 252.229-7007 – Verification of United States Receipt of Goods (Jun 1997)
- 252.232-7008 – Assignment of Claims (Overseas) (Jun 1997)
- 252.233-7001 – Choice of Law (Overseas) (Jun 1997)

PRIME VENDOR LATIN AMERICA

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

**52.211-9008 – Bar Coding Requirements for Direct Vendor Delivery (DVD) Shipments (DEC 2001)
DLAD**

(a) This bar coding requirement is applicable only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)).

(b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed directly below the element, shall be provided:

- (1) Document number and suffix.
- (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).
- (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an "A" and eight zeros.

(c) These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BC1.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

- S9C - Defense Supply Center Columbus - Construction
- S9E - Defense Supply Center Columbus - Electronics
- S9G - Defense Supply Center Richmond
- S9I - Defense Supply Center Philadelphia – General and Industrial
- S9T - Defense Supply Center Philadelphia - Clothing and Textiles
- S9M - Defense Supply Center Philadelphia – Medical Materiel
- S9P - Defense Supply Center Philadelphia – Perishable Subsistence
- S9S - Defense Supply Center Philadelphia – Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an "A" and eight zeros, (i.e. "A00000000")

PRIME VENDOR LATIN AMERICA

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

**52.211-9009 – Bar Coding Requirements for Direct Vendor Delivery (DVD) Shipments (DEC 2001)
(Cont'd)**

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of AIM BC1 is available from:

AIM USA
634 Alpha Drive
Pittsburgh, PA 15238-2802
(412) 963-8588

52.212-9000 Changes – Military Readiness (Mar 2001) DLAD

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

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

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

“Contingency Operation” means a military operation that—

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

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

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

52.215-9002 – Socioeconomic Proposal (Mar 1996) – DLAD

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

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

PRIME VENDOR LATIN AMERICA

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

52.215-9002 – Socioeconomic Proposal (Mar 1996) - DLAD (continued)

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

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

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

52.215-9003 – Socioeconomic Evaluation (Oct 1996) – DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

52.215-9004 -Javits-Wagner-O'Day Act Entity Proposal (Dec 1997) – DLAD

(a) *Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.*

PRIME VENDOR LATIN AMERICA

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

**52.215-9004- Javits-Wagner-O'Day Act Entity Proposal (Dec 1997) - DLAD
(Continued)**

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

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

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

52.215-9005- Javits-Wagner-O'Day Act Entity Support Evaluation (Dec 1997) – DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

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

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

PRIME VENDOR LATIN AMERICA

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

52.219-9002 - DLA Mentoring Business Agreements (MBA) Program (Dec 1997) DLAD.

- (a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.
- (b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.
- (c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

PRIME VENDOR LATIN AMERICA

**CONTRACT CLAUSES, REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS****52.219-9003 - DLA Mentoring Business Agreements (MBA) Performance (Dec 1997) DLAD**

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

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

52.233-9000 Agency Protests (Sep 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 Disputes: Agreement To Use Alternative Dispute Resolution (Jun 2001) DLAD

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

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

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

PRIME VENDOR LATIN AMERICA

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

**52.209-9P04 Certification or Disclosure of Suspended Subcontractors, Suppliers or
Individuals (Jan 1992) DSCP**

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

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

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

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

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

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

Name and Title of Suspended or Debarred Individual(s):	Organization: (If other than offeror)	Describe Association/ Relationship: (e.g., employee, consultant)
_____	_____	_____
_____	_____	_____
_____	_____	_____

52.209-9P06 Responsibility of Offeror (Jan 1992) DSCP

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

PRIME VENDOR LATIN AMERICA

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

52.211-9P36 FDA Compliance (Jan 1992) DSCP

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

**52.217-9P12 Option For Indefinite Delivery, Indefinite Quantity Contract Term Extension (Jul 1998)
DSCP**

- (a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.
- (b) Offerors may offer options at unit prices that differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.
- (c) The contracting officer may extend the term of this contract for four (4) additional one-year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.
- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

PRIME VENDOR LATIN AMERICA

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

52.217-9P12 Option For Indefinite Delivery, Indefinite Quantity Contract Term Extension (Jul 1998) DSCP

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

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

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, 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 \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.217-9P13 Evaluation of Options – Source Selection For an Indefinite Delivery, Indefinite Quantity Contract (Jan 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.246-9P32 Federal Food, Drug and Cosmetic Act Wholesome Meat Act (Jan 1992) DSCP

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

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

PRIME VENDOR LATIN AMERICA

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

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

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

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

52.246-9P31 Sanitary Conditions (Jan 1998) DSCP**(a) Food Establishments.**

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

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(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.

PRIME VENDOR LATIN AMERICA

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

52.246-9P31 (Cont'd)

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

PRIME VENDOR LATIN AMERICA

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

52.246-9P31 (Cont'd)

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

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

(b) Delivery Conveyances.

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

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**I. GENERAL INFORMATION**

The Government is committed to applying trade-off source selection procedures as a means of selecting the most qualified vendor to satisfy the needs of the Government.

The offeror will be required to present their Technical, Business, and Socioeconomic proposals in writing. The Technical Proposal will consist of a written proposal and a Structured Plant Site Visit. Each offer submitted must contain one entire, completed and signed Solicitation as well as a Technical Proposal, a Business Proposal and a Socioeconomic Proposal. For proposals involving two or more companies combining capabilities to perform on any resultant contract a legally binding agreement of the parties must be submitted. All parties are required to sign the offer and any resultant contract.

The following volumes in the number of copies specified must be submitted:

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal Written	7
II	Cost or Price	3
III	Socioeconomic Proposal	3

Each volume shall be bound separately and labeled appropriately. Evaluation for each volume of the proposal will be performed exclusive of another. Therefore, each volume shall contain only the information specified in submission requirements for each volume. Cost and pricing information should only be included in the Business Volume.

Proposals will be evaluated in accordance with the evaluation criteria outlined in the paragraph entitled "GENERAL INFORMATION" and the factors listed in paragraphs entitled "TECHNICAL FACTORS EVALUATION CRITERIA", "COST OR PRICE FACTORS EVALUATION CRITERIA", and "SOCIOECONOMIC EVALUATION CRITERIA", of the "EVALUATION FACTORS FOR AWARD" section of the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair and Poor.

In order to receive full consideration, firms are encouraged to ensure that the information provided is factual and complete. To ensure that an accurate evaluation of the proposal is made, *please address each sub-factor within each factor in the order in which they appear in the solicitation*. In addition, please address each element in the same order as presented in the submission requirements for each volume. Following the prescribed order ensures that the offer contains all relevant information.

Offeror's may provide additional information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired.

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

Failure to provide any portion of the Solicitation, Technical Proposal, Business Proposal, Socioeconomic Proposal, may render the proposal unacceptable and may lead to a rejection of the offer.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Unless otherwise stated, all volumes must be submitted by the date and time specified for the receipt of proposals on Page 3 of the Solicitation, or as amended, if applicable. Any volumes received after this date and time are subject to the provisions of FAR 52.212-1(F) "Late Submissions, Modifications, Revisions, and Withdrawals of Offers".

It Is Imperative That The Following Information Be Submitted In Writing With Your Offer:

1. SF 1449 [Page 1 of solicitation] and any subsequent amendments to solicitation with original signatures
2. Certifications and Representations (All clauses that require a response must be filled out and returned)
3. List of references and contracts referenced in Technical Proposal - Part I., Corporate Experience/Past Performance, **FILLED OUT IN ENTIRETY.**
4. Written Technical Proposal
5. Signed DLA Mentoring Business Agreements (MBA)
6. *AUTHORIZED NEGOTIATORS*

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

Phone Number: _____

FAX Number: _____

II. TECHNICAL PROPOSAL

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

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

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

1. Written Technical Proposal
2. Structured Plant Site Visit

The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. The Government does; however, reserve the right to incorporate into the resultant contract those elements of an offeror's technical proposal that exceed solicitation requirements.

Structured Plant Site Visit

The site visit portion allows the evaluators to verify what is presented in the written presentations. Structured Plant Site Visit permits the evaluators to receive information as to the capability of the offeror, generally demonstrating its understanding of the work. It also allows the evaluators to view the offeror's facility(s) and business operations, allowing the offeror and key members of the offeror's team to describe how the work will be performed while the evaluators observe the offeror's team that will actually perform the work.

The Structured Plant Site Visit will be randomly selected, with adjustments to facilitate Government travel plans, if appropriate. The Structured Plant Site Visit will be conducted at the offeror's locations of business. The date of the Structured Plant Site Visit will be confirmed within five (10) working days after the solicitation closing. Offerors are requested to indicate in the written technical proposal what days would not be convenient for the site visit. All attempts will be made to accommodate such scheduling conflicts. Once the date for the Structured Plant Site Visit is set requests for changes of the date will not be entertained. It is anticipated that the Structured Plant Site Visit will begin approximately 15 working days after the solicitation closing.

During the Structured Plant Site Visit of your facility, you will be asked various questions regarding your facility and its day-to-day operation. At least one key member of your company should be in attendance throughout the entire tour. You should assure those personnel capable of answering questions and/or demonstrating methods, systems etc. used in your day-to-day operations are available and speak English.

The offeror will not be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Panel's question. The Formal Structured Plant Site Visit will constitute discussions as defined in FAR 15.306 (d).

The Technical 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.

No handouts will be accepted before, during, or after the Structured Plant Site Visit unless copies of handouts are provided in your written proposal.

No pricing information shall be included in the Structured Plant Site Visit.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The offeror is required to submit detailed directions/maps to their facility from the closest major airport at time of closing of offers. If offeror will be utilizing warehouses/facilities that are in addition, or separate from their primary place of business, then separate directions must be submitted for that location. It is also requested that offerors send recommendations and directions to lodging, convenient to your warehouse/facilities to accommodate Technical Evaluation Panel members. The proposed locations for your site visit, phone number for point of contact, and directions should be highlighted within your submission since site visits need to be arranged expeditiously following the closing.

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

III. COST OR PRICE

The Business Proposal "Schedule of Items" delivered prices are essentially for evaluation purposes. However, these prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

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

To be acceptable, the firm's business proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S COST OR PRICE PROPOSAL.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I

The following information, which must be submitted in writing as part of the written Technical proposal, will state, "written" above the paragraph. Likewise information that must be supplied during the site visit will be identified as "site". In an effort to avoid repetitiveness of the written requirements identified below, offerors may incorporate by reference, the information that is identical to a previous submission. The offeror shall clearly identify the location of the referenced data.

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

Although not mandatory, it is requested that these forms be submitted two weeks prior to the offer due date, in order to expedite the evaluation of your total offer.

FACTOR I CORPORATE EXPERIENCE/PAST PERFORMANCE

(subfactors A & B are of equal importance)

Note: Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures)

A. Corporate Experience**WRITTEN**

1. Provide your Corporate Experience information on the attached form (see next page.)
2. Identify the key personnel, or caliber of personnel to be assigned to the day-to-day management of the Prime Vendor Program. This may be done by submitting a brief summary identifying each person to be assigned to this endeavor and listing their years of experience in food distribution or identifying the caliber of personnel you expect to assign to this endeavor.

Note:

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

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – VOLUME I (CONT'D)

B. Past Performance

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

The offeror will submit customer points along with a current daytime phone number for the contract data identified above for the purposes of conducting account surveys with those individuals. The points of contact should be current and accurate and be willing to cooperate in preparing a brief written or telephonic survey pertaining to critical past performance elements. Contacts must be able to converse in English.

Note:

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

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

PRIME VENDOR LATIN AMERICA

CORPORATE EXPERIENCE
OPERATING COMPANY

CORPORATE INFORMATION

LOCAL BRANCH INFORMATION

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

PRIME VENDOR LATIN AMERICA

THE FOLLOWING PAST PERFORMANCE INFORMATION APPLIES TO THE OPERATING COMPANY - NOT THE CORPORATION

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS. If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	Account 2	Account 3	Account 4	Account 5
Customer Name Delivery Location City & State					
Customer's point of Contact and phone Number					
Annual dollar value					
Fill rate/ Without substitutions*					
Fill rate/ With substitutions*					
Number of deliveries Per week					
Number of delivery Locations supported Per week					
Average number of line items per location per week					

PRIME VENDOR LATIN AMERICA

Past Performance Continued	Account 1	Account 2	Account 3	Account 4	Account 5
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

*The fill rate shall be calculated as follows:
 Cases accepted X 100= fill rate %
 Cases ordered

PRIME VENDOR LATIN AMERICA

MENTORING BUSINESS AGREEMENT (MBA'S)

	Agreement 1	Agreement 2	Agreement 3	Agreement 4	Agreement 5
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL - VOLUME I (CONT'D)**FACTOR II**
DISTRIBUTION SYSTEM/QUALITY ASSURANCE
(All sub-factors are of equal importance)**A. Distribution and Resources****SITE VISIT**

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

WRITTEN

In conjunction with the above, the following performance data for the last year to date is requested in writing:

1. % On-time delivery
2. % Damage
3. % Mispicks
4. % Short on truck
5. % Returned
6. % Other (explain)

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

The minimum fill rate to be considered for award under this solicitation is 98% within the specified 48 hour ordering and delivery requirement. All proposals **must** contain provisions to meet at least this level of service.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – VOLUME I (CONT'D)

B. Quality Control and Assurance Procedures**SITE VISIT**

1. Discuss the quality control procedures to be used under the proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and that level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.
2. Provide inventory turnover rate information for overall warehouse, by category, as a minimum, for the last year. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open "Date of Pack" is used on case labels.

C. Inspection and Sanitation Procedures**SITE VISIT**

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.
2. Describe security procedures used by your firm to ensure products are not tampered with adulterated in any way. Include method of security for CONUS and OCONUS warehouse locations as well as during in transit routing. Describe your firm's policy regarding employee and visitor access to product. Also, describe your hiring policies and procedures as they relate to the selection of credible employees.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)

3. Describe Sanitary Control Procedures and Stored Products Pest Management Program used by your firm. Include in the discussion (for both Sanitation and Pest Management) a description of your in-house program, scheduling of duties and inspection certification. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Be prepared to furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, you will be asked to furnish recent sanitary inspection reports for all parties involved, at each individual site. If your offeror is a partnership or teaming effort, you will be asked to furnish recent sanitary inspection reports for all CONUS and OCONUS distribution sites.

D. Location**WRITTEN**

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

E. Supplier Selection Procedures**WRITTEN**

Discuss your firm's policies, procedures, and criteria used for selecting quality suppliers and the processes used by your firm to purchase products of consistent high quality with minimum variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria are used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

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

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)**FACTOR III**
FORCE PROTECTION**WRITTEN**

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

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

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

Accordingly, the awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Firms should include specific security measures relating to but not limited to the following areas:

- (1) Employee Identification
- (2) Background checks where applicable
- (3) Control of access to plant facility, gates and doors at he facility
- (4) Internal Security
- (5) Training and security awareness
- (6) Product Integrity
- (7) Transportation Security

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)**FACTOR IV****CUSTOMER SUPPORT**

(All Sub-factors are of equal importance)

A. Customer Service Approach**WRITTEN**

1. Explain your customer service strategy for this acquisition. Explain your company's customer service function and focus. Does your firm chart your companies' customer satisfaction? If so, how?
2. Explain how your customer service representative(s) will ensure that all the customers' needs are accommodated. Discuss the means (i.e. phone, fax, email, pager) by which and the frequency your customer service representative will typically communicate with the customers. Discuss the availability of the representative(s) to handle customer concerns.
3. Prime Vendors are to advise customers no later than 12 noon on the skip day of the non-availability of any item and any recommendation for substitution. Discuss your process and methods of advising customers of manufacturer's backorders (i.e. long term product non-availability). Discuss your process on how the orders will be pulled from the mailbox, and received into your automated system. Include frequency and time line for both processes.
4. At a minimum, customer service representative visits shall be made on a quarterly basis; however, customers may require more frequent visits (i.e. monthly). Explain how you intend to accommodate the requirement of customer service visits. Indicate the number of sales visits planned, and what value-added services the sales representative will perform? Discuss the procedures (and authority if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and the resolution of customer complaints at the customers' level (i.e. not in-house quality control).
5. If awarded this contract you are required to break cases for all spice items. In addition to these items, discuss your firm's policy on breaking cases of other products, indicating the number or type of items for which this can be done. Also, indicate any fees for breaking cases.
6. Electronic ordering is an integral part of our program. Discuss how deviations from the electronic order, such as add-ons, and cancellations will be handled and any charges associated, if applicable. Include the time lines in which deviation to orders and cancellations will be accepted.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)

7. Discuss your plans to handle emergency orders over and above those required by this solicitation. Include not only how you will handle the orders, but also what you will actually consider an emergency, and fees, if any, that you will place on these “emergency orders”. Indicate your response time to deliver the emergency order.

8. It is the Government’s goal to strive for continuous improvement in the quality of DSCP’s process, products and service to our customers. DSCP works towards achieving continuous improvement to keep our customer satisfied. Your firm’s range of services may span many areas outside the minimum requirements of the Government and in particular this solicitation. Describe how your firm might assist the DSCP in the above area. Your response will be reviewed and may be considered an enhancement to your overall proposal.

B. Ordering System**WRITTEN**

1. It is a requirement of the solicitation that the Prime Vendor be required to interface with the Government’s established translation package, STORES, and support the Electronic Data Interchange transaction sets listed in the solicitation. You are required to submit a maximum of five (5) company names, P.O.C.’s, and telephone numbers that your company is currently supporting/servicing through electronic data interchange.

2. It is a requirement that your firm be able to produce the management reports as indicated in the solicitation. You may state whether your firm can supply any additional reports that are not listed in the solicitation that may benefit the Government. This information will be reviewed and may be considered as an enhancement to your overall proposal.

C. Recall Procedures**WRITTEN**

2. In addition to the required recall procedures outlined in the Addendum to Clause 52.212-4 “Contract Terms and Conditions – Commercial Items,” thoroughly discuss your procedures for notifying the customers and DSCP of any recalls. Discuss the time frames involved and how recalled products will be identified, both at the customer’s facility, and in your warehouse. Discuss recalls of differing types and how they are handled.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)**D. Product Availability/Technical Descriptions****WRITTEN**

1. The most current item catalog(s) in use for the customers under this solicitation can be found as an attachment to this solicitation. You are expected to provide all of the items, or their equivalent. If you are able or unable to supply any of these items so state. Your inability to furnish all items may affect your overall rating. As stated in the Statement of Work, you are required to ensure that only products that comply with the Berry Amendment will be shipped to the customers. Be prepared to discuss and/or demonstrate what procedure your firm will put in place to ensure adherence to this requirement (for catalogued items and possible substitute items).

2. For all items in the "Market Basket" that are an identical match, your must state. If a product you priced in the "Market Basket" of items in your business proposal is not an "identical match" (*excluding pack size changes*) to the item we requested, you must provide the product technical description (specification) of the item you are offering. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the market basket item number and its corresponding NSN/LSN, for identification purposes. "Pack size changes" must be identified for customer acceptance and price evaluation purposes only but do not require the submission of the technical description.

Note: Meat items that are considered an "identical match," shall meet all the general and detailed requirements of the NAMPS Meat Buyers Guide (i.e. Purchaser Specified Options (PSO.)) 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. Reference NAMPS/IMPS and grade standards for commercial use.

Subsequent to contract award, DSCP may request copies of any of the contractor's descriptions in order to conduct product quality evaluations. These evaluations will be conducted at customer locations for the purpose of verifying whether the product quality and characteristics are suitable for the Food Service Operation.

3. Discuss your product availability, number of food line items, your product mix (i.e. national brand vs. private label) and dietary, nutritional supplements and individual portion items.

4. You are required as stated in Supplies/Services and Pricing, under "New Items", to bring in new items within 60 days, excluding processing time, if movement of the new item is 20 cases or more per month. If your firm can exceed this requirement you should so state. This enhancement will be considered in your overall evaluation. Discuss the time line to bring in new items for both a current supplier and a new supplier.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORSSUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – VOLUME I (CONT'D)**E. Surge/Mobilization/ Readiness****WRITTEN**

1. **SURGE** – Discuss in detail your ability to react to surge demands that may occur (demands could be as much as 100% over normal demands), 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 time frames for the increased capacity to be achieved. If surge demands should exceed the offeror's current capability to meet these demands, discuss capability to obtain additional resources, i.e. warehouse space, distribution equipment, personnel, etc. Discuss plans to replenish inventory under emergency situations, discuss sources and time frames.

2. **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 significant increase in quantity. The offeror must state the level of increase (percentage) that can be reached, the time required to attain the increase, and the length of time the enhanced requirements can be sustained.

3. **READINESS PLAN** - The offeror must submit a readiness plan detailing how increased requirements will be supported with additional suppliers, subcontractors, and warehousing, etc., which may become involved in support of this effort. In particular, you must demonstrate the ability to quickly move products from the USA to South America in case of a large surge in demand or other emergency type situation.

4. **OPERATIONAL DEPLOYMENT READINESS PLAN** – **In order to be eligible for an award under this contract, offeror's must agree to support the operational deployment area(s) defined in the descriptions/specifications section herein. This statement must be made at the beginning of your readiness plan.**

Describe your firm's capability to service a military build up of troops in the operational deployment areas for an unspecified period of time. Offerors must demonstrate the capability to do this with not less than 30 days notice. Offerors must submit a readiness plan indicating their ability to transport food outside their normal distribution area to the operational deployment areas. The readiness plan should address your firm's ability to supply increased demands as much as six times over the estimated demands, the time frame they would need before troop deployments could be sustained, the length of time the offeror would be able to maintain support in the deployment zone, the period of time that offeror would be able to perform and their ability to use additional resources in support of the deployment operation; i.e. suppliers, subcontractors, warehouse facilities, transportation, personnel, equipment, etc.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS**
TECHNICAL PROPOSAL – VOLUME I (CONT'D)**F. Rebates / Discounts / Allowances****WRITTEN**

Explain how rebates, discounts and allowances as a result of manufacturer or broker's specials, other than the NAPA Program or Food Shows, are to be returned to the Government. Describe the process for tracking and reporting of rebates, discounts and allowances and overall management of the program. The preferred method of return is up-front price reduction resulting in a lower invoice unit price to the customer. Provide a description of those rebates and discounts meeting the requirements herein.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME II – COST OR PRICE PROPOSAL**

THIS ENTIRE PORTION MUST BE SUBMITTED IN WRITING
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The Cost or Price Proposal will consist of three parts:

1. Schedule of Items Pricing
2. Product Listing (Information only)
3. Procurement Pricing Plan (Information only)

I. SCHEDULE OF ITEMS PRICING**A. Schedule of Items**

1. A schedule of core items is included in the solicitation with quantity estimates. An evaluation will be made against the Schedule of Items, which consists of the customer's highest usage items as well as items listed under the Basic Daily Food Allowance (BDFA) listing. These items represent approximately 45% of dollars that are projected to be spent under this proposed contract. Complete pricing data for those items are essential. However, it should be noted that most of the individual delivery points should be expected to develop a routine demand pattern for approximately six hundred or less of the items.

2. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The government will multiply each item's submitted unit price with the annual quantity to calculate the lowest overall aggregate cost to the Government.

3. The Unit Price will be calculated using the following formula:
Delivered Price + Distribution Price = Unit Price

4. Offerors are to submit pricing for each of the items found under the Schedule of Items. The pricing must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formulated as follows:

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

5. **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 \$4.575 plus a distribution price of \$.234 should be rounded to \$4.58 plus \$.23.

6. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's requirements.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME II – COST OR PRICE PROPOSAL
(CONT'D)****B. Delivered Price**

1. **ALL Offered Delivered Prices Must Be Substantiated With A Copy Of The Manufacturer's Invoice for each item in the Schedule of Items.** The invoices should reflect the prices effective within two (2) weeks prior to solicitation issue date. **IF AN INVOICE IS NOT AVAILABLE FOR THAT WEEK, THE MOST RECENT INVOICES SHALL BE SUBMITTED.** If you do not have a manufacturer's invoice, a written quote from the manufacturer will be accepted contingent upon prior approval of the contracting officer (Gina Vasquez, 215-737-7530). The quote shall be presented in the following manner: detailed on manufacturer/company letterhead, date of price quote, manufacturer's part number and manufacturer's Point of Contact, including name, title, address and phone number. The Government has a strong preference for invoices over manufacturer's quotes and prices within two weeks of the closing date over earlier dates. For evaluation purposes only, the offeror is required to submit pricing for Schedule of Items that will meet the government's minimum requirement.

2. Do not deduct any NAPA allowances from the delivered price on your business proposal.

C. Distribution Prices

1. Firms shall offer a distribution price for each category of items. ***The distribution price must be offered as a dollar/cents amount.*** Distribution prices offered as a percentage of the delivered price are not acceptable. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.25. The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food and beverage product to the manufacturer or supplier.

2. Offerors are strongly urged to use the Government's Distribution Price Category List as outlined below. However, offerors may submit their own food and beverage category listing on which distribution prices are based. There is a fifty [50] category limit.

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

4. The distribution prices shall remain constant for each year of the contract.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SUBMISSION REQUIREMENTS - VOLUME II - COST OR PRICE PROPOSAL (CONT'D)

5. The Government's Distribution Price Category List is as follows:

Category Number	Category Description	Distribution Price
1.	Chilled Meats	_____
2.	Frozen Meats	_____
3.	Chilled Poultry	_____
4.	Frozen Poultry	_____
5.	Frozen Fish	_____
6.	Frozen Shellfish	_____
7.	Bakery and Cereal Products	_____
8.	Beverages (with or without equipment)	_____
9.	Bouillon and Soups (Canned and Dried)	_____
10.	Jams and Jellies	_____
11.	Ice Cream Products	_____
12.	Fluid Milk and Milk Products	_____
13.	Butter and Margarine	_____
14.	Other Dairy Products not mentioned	_____
15.	Condiments, Salad Dressings and Spices	_____
16.	Confections, Nuts and Sugars	_____
17.	Eggs	_____
18.	Bread Products and other Bakery Products (frozen)	_____
19.	Fresh Bread and other Bakery Products	_____
20.	Fats and Oils	_____
21.	Other Semi-perishable items not mentioned above	_____
22.	Other Perishable Items not mentioned above	_____
23.	Related non-foods (disposable items)	_____
24.	Fresh Fruit and Vegetables	_____
25.	Dietary Products	_____

D. Prime Vendor Market Basket (Schedule of Items)

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

2. For those items in the Market Basket that are not normally stocked, you must obtain approval from the Contracting Officer (Gina Vasquez, 215-737-7530) prior to submitting quotes. It is DSCP's preference that quotes are obtained from manufacturers wherever possible.

The Prime Vendor Market Basket (Schedule of Items) is attached on the following pages. Your most current supplier invoice for these items must be submitted with your offer.

PRIME VENDOR LATIN AMERICA

PRIME VENDOR SCHEDULE OF ITEMS

Solicitation Requirements for

ECUADOR

SP0300-03-R4034

Top Core Items

<p>Item 1 8905 -00 -133-5887 Unit of Issue: LB</p> <p>BEEF CHUCK, SHOULDER CLOD ROAST, TIED; CHUCK, SHOU fzn, netted or tied, min us choice gr, max avg surface fat 0.25 in (0.635 cm), 10 to 14 lb ea, namp 114b, 114e, and/or 116a</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 2,573 Price Based On Invoice (Y/N)?: _____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 2 8905 -00 -177-5017 Unit of Issue: LB</p> <p>BEEF FOR STEWING, fzn, diced, unckd, us select gr, namp 135a</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,600 Price Based On Invoice (Y/N)?: _____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 3 8905 -00 -252-7669 Unit of Issue: LB</p> <p>HALIBUT STEAKS, fzn, us gr a equiv, 4 to 15 oz ea, 15/16 in. thk</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,138 Price Based On Invoice (Y/N)?: _____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 4 8905 -00 -262-7274 Unit of Issue: LB</p> <p>TURKEY, BNLS, fzn, netted (w/skin covering), w/salt, white combo (white predominant), iaw poultry namp</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,900 Price Based On Invoice (Y/N)?: _____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

PRIME VENDOR LATIN AMERICA

Item 5
8905 -00 -403-9592
 Unit of Issue: LB

BACON, SLICED, (BULK),
 fzn, cured and smoked, skinless, shingled, 18 to 22/lb, vac
 pac, namp 539

VENDOR QUESTIONS

Estimated quantity: 2,325 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 6
8905 -00 -582-4039
 Unit of Issue: LB

SHRIMP, RAW, PEELED,
 fzn, deveined, iqf, us gr a equiv, 26 to 31, 32 to 38, or 39 to
 44/lb

VENDOR QUESTIONS

Estimated quantity: 292 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 7
8905 -00 -753-6568
 Unit of Issue: LB

PORK LOIN, BNLS, SPECIAL, WHEAT GLUTEN ADDED,
 fzn, tied, w/lip on, max avg surface fat 0.25 in.
 (0.635 cm), netted, 6 to 10 lb (2.722 to 4.536
 kg), namp 413b, wt range a, and/or b

VENDOR QUESTIONS

Estimated quantity: 1,900 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 8
8905 -01 -138-7441
 Unit of Issue: LB

PORK HAM, BONELESS, TIED
 frozen, usda imps, item no. 402b, fresh ham;
 weight range 6-8, 8-10, 10-12 lb; selection no.
 1 or 2

VENDOR QUESTIONS

Estimated quantity: 1,320 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 9
8905 -01 -296-5525
 Unit of Issue: LB

**BEEF BRISKET, BNLS, DECKLE OFF, CORNED, FULLY
 CKD,**
 fzn, min us choice gr, max avg surface fat 0.25
 in. (0.635 cm), max 9 lb (4.536 kg), namp 625,
 wt range a

VENDOR QUESTIONS

Estimated quantity: 1,402 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 10
8905 -01 -369-4422
 Unit of Issue: LB

CHICKEN BREAST,
 fzn, broiler, or roaster, w/rib meat, skinless,
 bnls, 4 to 5 oz, breast-half portion, us gr a equiv

VENDOR QUESTIONS

Estimated quantity: 3,105 Price Based On
 Invoice (Y/N)?: ___
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

Item 11
8905 -01 -388-1164
 Unit of Issue: LB

BEEF FAJITA STRIPS,
 fzn, raw, seasoned or marin, 1/2 in. by 1/2 in. by 2 in. min
 length prior to cooking

VENDOR QUESTIONS

Estimated quantity:	1,125	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

Item 12
8905 -01 -E09 -0119
 Unit of Issue: LB

CHICKEN BREAST FILLET, BRD, RAW, FZN,
 for baking, 5 oz ea

VENDOR QUESTIONS

Estimated quantity:	800	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

Item 13
8905 -01 -E09 -1633
 Unit of Issue: LB

BEEF LOIN, STRIP LOIN STEAK, SPECIAL TRIM, BNLS,
 FZN, portion-cut, min US Choice Gr, 12 oz ea, NAMP 1180

VENDOR QUESTIONS

Estimated quantity:	625	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

Item 14
8905 -01 -E09 -1713
 Unit of Issue: LB

CHICKEN BREAST FILLET, RAW, FZN,
 6 oz ea, US Gr A equiv

VENDOR QUESTIONS

Estimated quantity:	1,215	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

Item 15
8905 -01 -E09 -4348
 Unit of Issue: LB

SAUSAGE, BREAKFAST LINKS, FZN,
 pork, 1 oz ea, 10 lb case

VENDOR QUESTIONS

Estimated quantity:	2,050	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

Item 16
8905 -01 -E09 -4693
 Unit of Issue: LB

FISH, SHRIMP, WHOLE, BRD, RAW, FZN,
 US Gr A equiv, butterflied, 21-25/lb

VENDOR QUESTIONS

Estimated quantity:	390	Price Based On	
		Invoice (Y/N)?:	___
<i>Delivered price per unit:</i> _____			
<i>+ Distribution price per unit:</i> _____			
<i>Total unit price:</i> _____			
<i>Qty X total unit price:</i> _____			

PRIME VENDOR LATIN AMERICA

<p>Item 17 8905 -01 -E09 -5685 Unit of Issue: LB</p> <p>BEEF, GRD, BULK, FZN, 80% min lean, 10 lb pg, NAMP 136</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 3,712 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 18 8905 -01 -E09 -6150 Unit of Issue: LB</p> <p>CHICKEN, QUARTERED, FZN, broiler or fryer, IQF, 60 per 31 lb case</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 8,280 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 19 8905 -01 -E09 -6898 Unit of Issue: LB</p> <p>BEEF ROUND, KNUCKLE, PEELED, CHL, min US Choice Gr, 10 lb avg, NAMP 167A</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,980 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 20 8905 -01 -E09 -7386 Unit of Issue: LB</p> <p>CHICKEN WINGS, UNBRD, PRECKD, FZN, disjointed (joints 1 & 2), hot pepper glaze, 10 lb case</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 975 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 21 8905 -01 -E09 -8031 Unit of Issue: LB</p> <p>CHICKEN, WHOLE, FZN, fryer, US Gr A equiv, w/o giblets, 2.75 lb avg</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 2,448 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 22 8905 -01 -E19 -1896 Unit of Issue: LB</p> <p>FISH, POLLOCK, FILLETS, RAW, FZN, US Gr A equiv, 2-3 oz ea</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,212 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

PRIME VENDOR LATIN AMERICA

Item 23
8905 -01 -E19 -2610
 Unit of Issue: LB

BEEF, GRD, PATTIES, FZN,
 85% lean, 3-4 oz ea, IQF, NAMP 1136

VENDOR QUESTIONS

Estimated quantity: 4,972 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 24
8905 -01 -E19 -2951
 Unit of Issue: LB

BEEF ROUND, TOP, BNLS, CHL,
 min US Choice Gr, 23 lb avg, NAMP 168

VENDOR QUESTIONS

Estimated quantity: 1,812 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 25
8905 -01 -E19 -2961
 Unit of Issue: LB

BEEF RIB, RIBEYE ROLL STEAK, BNLS, FZN,
 portion-cut, ungraded, 4 oz ea, NAMP 1112

VENDOR QUESTIONS

Estimated quantity: 725 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 26
8905 -01 -E19 -3462
 Unit of Issue: LB

TURKEY BREAST, BNLS, CKD, DELI, SLICED, FZN,
 2.5 lb pg, 4/case

VENDOR QUESTIONS

Estimated quantity: 950 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 27
8905 -01 -E19 -3625
 Unit of Issue: LB

FISH, SHRIMP, WHOLE, RAW, PEELED, FZN,
 US Gr A equiv, 50-60/lb, 5 lb cb

VENDOR QUESTIONS

Estimated quantity: 600 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 28
8905 -01 -E19 -4052
 Unit of Issue: LB

BEEFSTEAK, SWISS (BRAISING), FZN,
 portion-cut, min US Select Gr, 6 oz ea, NAMP 1102

VENDOR QUESTIONS

Estimated quantity: 2,700 Price Based On Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

Item 29
8905 -01 -E19 -4862
 Unit of Issue: LB

HAM, BNLS, CKD, DELI, SLICED, FZN,
 cured and smoked, 0.50 oz slices, 3 lb pg, 4/case

VENDOR QUESTIONS

Estimated quantity: 1,320 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 30
8905 -01 -E19 -5077
 Unit of Issue: LB

VEAL STEAK, CHOPPED AND FORMED, RAW, BRD,
FZN,
 5-6 oz ea, 10 lb box

VENDOR QUESTIONS

Estimated quantity: 1,550 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 31
8905 -01 -E19 -5248
 Unit of Issue: LB

FISH, LOBSTER TAIL, RAW, FZN,
 4-10 oz ea

VENDOR QUESTIONS

Estimated quantity: 650 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 32
8905 -01 -E19 -6574
 Unit of Issue: LB

CORNISH HEN, HALVED, FZN,
 US Gr A equiv, 13 oz ea, vac pac, NAMP P1500 (AF)

VENDOR QUESTIONS

Estimated quantity: 1,856 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 33
8905 -01 -E19 -6587
 Unit of Issue: LB

PORK LOIN CHOPS, CENTER-CUT, BNLS, FZN,
 one muscle, 6 oz ea, NAMP, 1412E (AF)

VENDOR QUESTIONS

Estimated quantity: 2,025 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 34
8905 -01 -E19 -6589
 Unit of Issue: LB

PORK RIBS, SPARERIBS, FZN,
 St. Louis style, max 3.5 lb, vac pac, NAMP 416A (AF)

VENDOR QUESTIONS

Estimated quantity: 3,412 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

Item 35
8905 -01 -E19 -7032
 Unit of Issue: LB

BEEF, CORNED, CKD, SLICED, CHL,
 2.5 lb pg, 4/case

VENDOR QUESTIONS

Estimated quantity: 750 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 36
8905 -01 -E19 -9282
 Unit of Issue: LB

BEEF LOIN, STRIP LOIN STEAK, BNLS, CENTER-CUT, FZN
 portion-cut, ungraded, marin, ind vac pac, 8 oz ea, 20/case, NAMP 1180A

VENDOR QUESTIONS

Estimated quantity: 1,397 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 37
8905 -01 -E21 -8585
 Unit of Issue: LB

BACON, SLICED, CHL,
 CURED, SMOKED, 18-22/LB, BULK, 15 LB CASE

VENDOR QUESTIONS

Estimated quantity: 1,743 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 38
8905 -01 -E59 -0232
 Unit of Issue: LB

CHICKEN BREAST PIECES, BRD, RAW, FZN,
 popcorn style, marin, 5 lb co, 2/case

VENDOR QUESTIONS

Estimated quantity: 1,075 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 39
8905 -01 -E59 -2308
 Unit of Issue: LB

CHICKEN NUGGETS, BRD, PRECKD, FZN,
 breast meat, w/rib meat, 0.65 oz ea, 295/12 lb case

VENDOR QUESTIONS

Estimated quantity: 1,305 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

Item 40
8905 -01 -E59 -9467
 Unit of Issue: LB

BEEF LOIN, T-BONE STEAK, FZN,
 portion-cut, ungraded, naturally aged, marin, w/o enzymes, 16 oz ea, ind wrapped, vac pack, 10/case, NAMP 1174

VENDOR QUESTIONS

Estimated quantity: 1,362 Price Based On
 Invoice (Y/N)?: _____

Delivered price per unit: _____

+ Distribution price per unit: _____

Total unit price: _____

Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

<p>Item 41 8905 -01 -E60 -1429 Unit of Issue: LB</p> <p>CHICKEN BREAST PATTIES, BRD, PRECKD, FZN, 3.8 oz ea, 60/case</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 855 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 42 8910 -01 -037-9367 Unit of Issue: LB</p> <p>CHEESE, CHEDDAR, NATURAL, shredded, 5 lb poly bag, 21 cfr 133.113</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,175 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>
<p>Item 43 8910 -01 -E09 -0133 Unit of Issue: LB</p> <p>CHEESE, MOZZARELLA, PART SKIM, SHREDDED, CHL, 5 lb pg</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,250 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 44 8910 -01 -E09 -2555 Unit of Issue: PG</p> <p>CHEESE, AMERICAN, SLICED, CHL, yellow, 5 lb pg</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 380 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>
<p>Item 45 8910 -01 -E09 -4611 Unit of Issue: LB</p> <p>BUTTER, unsalted, min US Gr A, 1 lb print</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 1,725 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 46 8910 -01 -E19 -6528 Unit of Issue: LB</p> <p>CHEESE, CHEDDAR, NATURAL, SHREDDED, CHL, mild, yellow, 5 lb co, 4/case</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 300 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>

PRIME VENDOR LATIN AMERICA

Item 47
8915 -00 -127 -7984
 Unit of Issue: LB

BEANS, LIMA, FZN,
 us gr a or b, 2 to 5 lb pg, u.s. std for gr, type (a), (b), (c)

VENDOR QUESTIONS

Estimated quantity: 1,088 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 48
8915 -00 -286 -5482
 Unit of Issue: CN

FRUIT COCKTAIL, CANNED,
 light syrup pack, us gr a or b, no. 10 size can, u.s. std for gr

VENDOR QUESTIONS

Estimated quantity: 150 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 49
8915 -00 -437 -7943
 Unit of Issue: CN

JUICE, ORANGE, FZN,
 conc, 3/1, unswt, us gr a, min 14:1 brix-acid ratio, 32 oz composite, plastic, or metal can, u.s. std for gr, product description (4), style (a)

VENDOR QUESTIONS

Estimated quantity: 1,185 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 50
8915 -01 -373 -4978
 Unit of Issue: CN

TOMATOES, CANNED,
 diced, us gr a or b, no. 10 sized can, u.s. std for gr, style (e)

VENDOR QUESTIONS

Estimated quantity: 150 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 51
8915 -01 -E09 -8346
 Unit of Issue: CO

VEG, CORN, FZN,
 golden or white, on-the-cob, US Gr A, 5 in. ears, 48/co

VENDOR QUESTIONS

Estimated quantity: 28 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 52
8915 -01 -E19 -1214
 Unit of Issue: CO

VEG, MIXED, FZN,
 peas and onions, 2.5 lb co

VENDOR QUESTIONS

Estimated quantity: 600 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

Item 53
8915 -01 -E19 -6978
 Unit of Issue: CO

VEG, POTATOES, HASH BROWNS, FZN,
 patties, triangle, 2 oz ea, 30 lb co

VENDOR QUESTIONS

Estimated quantity:	802	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

Item 54
8915 -01 -E19 -7199
 Unit of Issue: CO

VEG, BROCCOLI, FZN,
 spears, US Gr A, 2 lb co

VENDOR QUESTIONS

Estimated quantity:	465	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

Item 55
8915 -01 -E59 -2608
 Unit of Issue: CO

VEG, POTATOES, FR FRIES, SHOESTRING, FZN,
 1/4 in. thk, w/skin, clear coated, 4.5 lb co, 6/case

VENDOR QUESTIONS

Estimated quantity:	765	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

Item 56
8920 -00 -067 -6146
 Unit of Issue: LB

MACARONI,
 elbow form, regular cooking, enriched, 10 lb box, cid a-a-20062, item 1

VENDOR QUESTIONS

Estimated quantity:	1,087	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

Item 57
8920 -01 -136 -9632
 Unit of Issue: LB

BREAD, WHITE,
 fresh or fzn, enriched, pan baked, sandwich, sliced, cid a-a-20052, type i

VENDOR QUESTIONS

Estimated quantity:	1,140	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

Item 58
8920 -01 -192 -6979
 Unit of Issue: BG

FLOUR, WHEAT,
 bread flour (hard), unbleached, enriched, 50 lb bag, cid a-a-20126, type i, style a

VENDOR QUESTIONS

Estimated quantity:	162	Price Based On	
<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____
<i>+ Distribution price per unit:</i>	_____		
<i>Total unit price:</i>	_____		
<i>Qty X total unit price:</i>	_____		

PRIME VENDOR LATIN AMERICA

Item 59
8920 -01 -382 -0122
 Unit of Issue: BX

BROWNIE MIX,
 choc, 5 to 6 lb box, 6 boxes/case

VENDOR QUESTIONS

Estimated quantity: 143 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 60
8920 -01 -E09 -3461
 Unit of Issue: BX

COOKIE DOUGH, WHITE CHOC CHIP, PRE-CUT, FZN,
 w/macadamia nuts, 1.5 oz ea, 216/box

VENDOR QUESTIONS

Estimated quantity: 42 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 61
8920 -01 -E09 -3552
 Unit of Issue: PG

ROLLS, HAMBURGER, FZN, SLICED,
 white, 8/pg

VENDOR QUESTIONS

Estimated quantity: 490 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 62
8920 -01 -E09 -4420
 Unit of Issue: BX

PANCAKE AND WAFFLE MIX,
 buttermilk, prep w/water only, 5 lb box

VENDOR QUESTIONS

Estimated quantity: 143 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 63
8920 -01 -E09 -5226
 Unit of Issue: LB

BREAD, WHITE, FZN, SLICED, THICK,
 (for Texas toast), 24 oz pg

VENDOR QUESTIONS

Estimated quantity: 769 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 64
8920 -01 -E09 -5640
 Unit of Issue: BG

RICE, PARBOILED,
 long grain, 25 lb bag

VENDOR QUESTIONS

Estimated quantity: 80 Price Based On
 Invoice (Y/N)?: ___

Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

Item 65
8920 -01 -E09 -6327
 Unit of Issue: CS

MUFFIN, BLUEBERRY, FZN,
 4 oz pg, ind wrapped, 24/case

VENDOR QUESTIONS

Estimated quantity: 660 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 66
8920 -01 -E19 -0968
 Unit of Issue: BG

PASTA, SPAGHETTI, DRY,
 long form, 10 lb bag

VENDOR QUESTIONS

Estimated quantity: 94 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 67
8920 -01 -E19 -2295
 Unit of Issue: BG

CAKE MIX, YELLOW,
 5 lb bag

VENDOR QUESTIONS

Estimated quantity: 75 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 68
8920 -01 -E59 -0763
 Unit of Issue: EA

CEREAL, ROLLED OATS, INST, EXPRESS,
 brown sugar and cinnamon, 1.9 oz cup

VENDOR QUESTIONS

Estimated quantity: 810 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 69
8925 -01 -E09 -0266
 Unit of Issue: BG

SUGAR, REFINED,
 white, granulated, 50 lb bg

VENDOR QUESTIONS

Estimated quantity: 106 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 70
8930 -01 -E09 -8038
 Unit of Issue: CO

PEANUT BUTTER,
 smooth, 3/4 oz ind pg, 200/co

VENDOR QUESTIONS

Estimated quantity: 25 Price Based On Invoice (Y/N)?: _____
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

PRIME VENDOR LATIN AMERICA

<p>Item 71 8935 -01 -E09 -4825 Unit of Issue: CN</p> <p>SOUP, CANNED, CONDENSED, cream of mushroom, 49 to 51 oz can</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 165 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 72 8940 -00 -044 -1629 Unit of Issue: DZ</p> <p>BURRITOS, FZN, beef and bean, iqt, min 15% beef, 3 to 5 oz ea, inst size pg</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 394 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>
<p>Item 73 8940 -00 -126 -3394 Unit of Issue: CN</p> <p>CHILI CON CARNE, CANNED, w/o beans, 6-3/4 lb can, mil-c-44468</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 60 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 74 8940 -01 -E09 -1199 Unit of Issue: EA</p> <p>EGG ROLLS, CHINESE, FZN, pork, 3 oz ea</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 4,500 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>
<p>Item 75 8940 -01 -E19 -0210 Unit of Issue: CO</p> <p>APPETIZER, FZN, jalapeno poppers, w/cream cheese, brd, 4 lb co</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 170 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>	<p>Item 76 8945 -01 -E09 -7591 Unit of Issue: CO</p> <p>SHORTENING, LIQ, deep-fat fry, canola oil, long frylife, 35 lb co</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 64 Price Based On Invoice (Y/N)?: _____</p> <p>Delivered price per unit: _____</p> <p>+ Distribution price per unit: _____</p> <p>Total unit price: _____</p> <p>Qty X total unit price: _____</p>

PRIME VENDOR LATIN AMERICA

<p>Item 77 8950 -00 -127 -9789 Unit of Issue: CN</p> <p>CATSUP, TOMATO, us gr a, no. 10 size can, u.s. std for gr</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 143 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 78 8950 -01 -E09 -2273 Unit of Issue: EA</p> <p>DRESSING, BUTTERMILK RANCH, 1.5 oz pg</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 4,750 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 79 8955 -01 -E09 -7156 Unit of Issue: CO</p> <p>COFFEE, CONC, 59 oz co</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 75 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 80 8960 -01 -E09 -1039 Unit of Issue: CN</p> <p>BEV, CARB, COLA, SWT, 12 oz can</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 7,380 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 81 8960 -01 -E09 -1683 Unit of Issue: CS</p> <p>ELECTROLYTIC BEV, LEMON-LIME, CANNED, (sports drink), 11.6 oz can, 24/case</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 355 Price Based On Invoice (Y/N)?: ___</p> <p>Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	Empty cell

Aggregate Total Dollar Value: \$ _____

PRIME VENDOR LATIN AMERICA

PLACE OF PERFORMANCE

➔ (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:

PRIME VENDOR

Place of Performance (Street Size Status Address, City, County, State, Zip Code	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business
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(c) 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.

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

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME II - BUSINESS PROPOSAL
(CONT'D)**

E. Option Pricing – There are four (4) one-year options in this solicitation. Acceptance of these options is mandatory. The form below must be completed.

Offeror may choose not to increase their distribution fee for one or more of the option years. In this case, annotate 0.0% in the option year block as applicable. If option pricing is not annotated below, the proposal will be evaluated as having “no change” to the distribution pricing for the four (4) option years.

Offerors who elect to increase or decrease their distribution prices for option years must submit the pricing in the form of a percentage rate of change over the prior year distribution prices. The offeror must limit any changes to their distribution prices by this percentage. The percent change per year will apply to all categories.

Also, please note that it is possible, and may be desirable, to offer a lower percentage for successive years, due to the experience factor gained in dealing with the region and business.

The distribution prices for the option years are calculated as a percentage increase or decrease from the previous year distribution price for each option year. Offerors shall indicate percent increase(s) over the previous year price for each option year. See below examples of a 2% increase and a 2% decrease:

Percentage Increase Example:

Base Year Distribution Price = \$10.00
 Option year one: \$10.00 x 2% = \$10.20
 Option year two: \$10.20 x 2% = \$10.40
 Option year three: \$10.40 x 2% = \$10.61
 Option year four: \$10.61 x 2% = \$10.82

Percentage Decrease Example:

Base Year Distribution Price = \$10.00
 Option year one: \$10.00 x -2% = \$9.80
 Option year two: \$ 9.80 x -2% = \$9.60
 Option year three: \$ 9.60 x -2% = \$9.41
 Option year four: \$ 9.41 x -2% = \$9.22

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**SUBMISSION REQUIREMENTS - VOLUME II - BUSINESS PROPOSAL
(CONT'D)**

E. Option Pricing – (Cont'd) There are four (4) one-year options in this solicitation. Acceptance of these options is mandatory. The form below must be completed.

OPTION YEAR ONE: _____ %

OPTION YEAR TWO: _____ %

OPTION YEAR THREE: _____ %

OPTION YEAR FOUR: _____ %

BASE YEAR CORE ITEMS TOTAL DOLLAR VALUE: _____

OPTION YEAR ONE TOTAL DOLLAR VALUE: _____

OPTION YEAR TWO TOTAL DOLLAR VALUE: _____

OPTION YEAR THREE TOTAL DOLLAR VALUE: _____

OPTION YEAR FOUR TOTAL DOLLAR VALUE: _____

TOTAL AGGREGATE DOLLAR VALUE FOR ALL YEARS: _____

Offeror must include a total \$ figure for the base year and each option year.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME II - BUSINESS PROPOSAL
(CONT'D)****II. PRODUCT LISTING (Information Only)**

The offeror shall submit one (1) copy of its complete and current product listing for all items as part of the Business Proposal.

III. PROCURMENT PRICING PLAN (Information Only)**A. Procurement Pricing Procedures**

1. This procurement is for commercial products and it is expected that your procurement pricing procedures be in accordance with established commercial practices. Therefore, the offeror shall **BRIEFLY** describe how distribution prices are formulated and discuss the variable that may affect the price. **BRIEFLY** include the methodology used to "cost" products for items acquired from any divisions, subsidiary, or affiliates. Explain how the cost to your firm is converted to the delivered price (e.g. average monthly costs, LIFO or FIFO, last invoice methods, etc).

b. **BRIEFLY** describe the purchasing methods utilized and how they take advantage of price discounts given for quantity purchases, sales and other types of special arrangements made for preferred customers. Describe how market pricing, commercial catalog pricing and competitive purchasing are utilized in your purchasing procedures. State whether volume price discounts offered are based on anticipated sales volume under this contract or the total sales volume for the company. Pricing of inventory adjustments, including breakage or spoilage shall be provided.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL**

<p>Socioeconomic Proposal information shall be submitted in written form for each proposal despite duplication.</p>

SOCIOECONOMIC CONSIDERATIONS

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

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Hub Zone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed extent of SB, SDB, WOSB 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 will be provided by a SB, SDB, WOSB, HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms and 5% from SDB firms.

1. The offeror shall describe the proposed extent of SB, SDB, WOSB, and HZSB participation in the performance of the contract at the contractor and subcontractor level. In addition, firms shall also state whether they are a large or small foodservice distributor. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL (CONT'D)

Socioeconomic Proposal information shall be submitted in written form for each proposal despite duplication.

2. The preferred format for submission of socioeconomic data is as follows. Separate subcontracting goals must be submitted for each proposed contract.

	<u>DOLLAR</u>	<u>PERCENT</u>
1. Total Contract Price	_____	_____
2. Total to be subcontracted:	_____	_____
a. To Large Business	_____	_____
b. To Small Business	_____	_____
1. To SDB	_____	_____
2. To WOSB	_____	_____
3. To HZSB	_____	_____
4. To other SB's	_____	_____

Note:

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

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

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

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

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL (CONT'D)**

3. Organizational Efforts

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

b. The offeror shall discuss its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, 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, and HZSB firms to compete for contracts or supplier selection.

c. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to Small, Small Disadvantaged, Women-Owned and Hub Zone Small Business concerns.

d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

e. The offeror is to demonstrate 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 and Hub Zone Small Business concerns.

Note:

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

PRIME VENDOR LATIN AMERICA**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL (CONT'D)****JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT**

1. Provide a description of the efforts your company will make to assure that Javits-Wagner-O-Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. include specific names of such subcontractors, to the extent they are known.

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

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

4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the contracting officer as part of your monthly socio-economic 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 businesses.)

DLA MENTORING BUSINESS AGREEMENTS (MBA)

1. 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.

2. 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.*

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL (CONT'D)**

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

a. Participants

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

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

b. 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. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans that identify new business ventures rather than expansion of existing agreements are preferred.*
- 2) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

PRIME VENDOR LATIN AMERICA

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**SUBMISSION REQUIREMENTS - VOLUME III, SOCIOECONOMIC PROPOSAL (CONT'D)**

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

c. Measurements and Reporting

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

PRIME VENDOR LATIN AMERICA**EVALUATION FACTORS FOR AWARD****I. GENERAL INFORMATION**

A. The Government will award a contract resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the Government, price and non-price factors considered. Specifically, offerors will be individually evaluated and rated against the criteria defined herein. Awards will be made to the offeror whose proposals present the overall best value to the Government.

The following factors shall be used to evaluate offers:

TECHNICAL PROPOSAL (non-price factors)

- I. Corporate Experience/Past Performance
- II. Distribution System/Quality Assurance
- III. Force Protection
- IV. Customer Support

COST OR PRICE PROPOSAL**SOCIOECONOMIC PROPOSAL (non-price factors)**

- V. Socioeconomic Considerations
- VI. Javits-Wagner-O'Day (JWOD) Act Entity Support
- VII. DLA Mentoring Business Agreements (MBA)

Technical Factors I through IV are listed in descending order of importance and together are of most importance among all non-price factors and more important than Cost or Price. Cost or Price is more important than Socioeconomic Factors V, VI and VII. Socioeconomic Factors V, VI, and VII are listed in descending order of importance and together are of least importance among all non-price factors and are less important than Cost or Price. Because this procurement will use the trade-off process as outlined in FAR 15.101-1, the Government may accept other than the lowest priced proposal as the overall best value.

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

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

PRIME VENDOR LATIN AMERICA

EVALUATION FACTORS FOR AWARD**I. GENERAL INFORMATION (Cont'd)**

D. If discussions are required, after initial evaluations are completed, the Contracting Officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 and 15.506, an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

E. Evaluation Process

Factors I through IV are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Cost or price will be evaluated in accordance with the Business Evaluation Process outlined below. Socioeconomic Factors V, VI and VII will be evaluated in accordance with the Socioeconomic Evaluation Process outlined below.

(1) Technical Evaluation Process – Offerors are required to present a portion of the technical information orally via the structured plant site visit. The remainder of the information is to be provided in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Factors I through IV will be evaluated by the Technical Evaluation Panel. Proposals so deficient as to make them 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.

(2) Cost or Price Evaluation Process The Government will evaluate cost or pricing in accordance with FAR 15.4. Included in this process is the evaluation of options. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. A separate evaluation will also be made of the distribution prices provided for in the Schedule of Items, in order to determine the distribution price/total price ratio. This ratio reflects the percentage of total unit price that is representative of the distribution price. This ratio will be calculated for the base year and the four option years. The average of the five ratios will be used for the final analysis. As the difference in the aggregate prices of equal offers decreases, the importance of distribution pricing will increase. Distribution prices that do not relate to the items on the "Schedule of Items" will be evaluated for fairness and reasonableness.

PRIME VENDOR LATIN AMERICA**1. GENERAL INFORMATION (Cont'd)**

(3) Socioeconomic Evaluation Process – Socioeconomic Factors V, VI and VII will be evaluated against the requirements of the solicitation.

F. Selection Process. The final technical, cost or price, and socioeconomic evaluation reports will be furnished to the Contracting Officer by the Evaluation Panels. The Contracting Officer will prepare a written recommendation for award and forward it to the Source Selection Authority (SSA). It is the ultimate decision of the SSA to determine which offeror receives the award.

2. TECHNICAL FACTORS EVALUATION CRITERIA

The following factors are in descending order of importance. Each sub-factor is of equal importance. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. Risk to the Government will be considered in the rating for any factors and/or sub-factors.

FACTOR I
CORPORATE EXPERIENCE/PAST PERFORMANCE

The Government will perform an integrated assessment of the offerors corporate experience and past performance. This assessment will also be performed for any partner that will perform in support of the proposed contract. (Note: Regardless of an offerors years of experience, past performance will carry more weight in an integrated assessment). 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, to include Government contracts, if any. This part of the evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.

The Government will evaluate the offeror's record of past performance both as a regular dealer/prime vendor on commercial and government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements/business agreements and demonstrated a commitment to customer satisfaction. Specifically, the Government will assess whether the offeror has consistently provided timely delivery of quality products with consistently high fill rates.

Offerors will also be evaluated on the socioeconomic consideration; DLA Mentoring Business Agreements (MBA) Program participation of past and present contracts (both Government and Commercial). Offerors that do not have records of past performance in these areas will be rated neither favorably nor unfavorably.

PRIME VENDOR LATIN AMERICA

2. TECHNICAL FACTORS EVALUATION CRITERIA (Cont'd)

The above evaluation will also be performed for any joint venture, partnership, etc. involved in the proposed contract. The Government will assess the prime vendor's, or partner's experience on contracts that in whole or when combined with other contracts replicate the size and complexity of this solicitation. Firms that demonstrate significant experience in the above areas will be rated more favorably than those firms that do not.

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

The offeror's identification of key personnel, or caliber of personnel who will be key to the day-to-day management and overall success of the Prime Vendor Program will be considered in the overall evaluation.

FACTOR II
DISTRIBUTION SYSTEM/QUALITY ASSURANCE

The Sub-factors, listed as follows, for Distribution System/Quality Assurance are of equal importance:

A. Distribution and Resources

The offeror is capable of supporting the requirements of the customers, to include warehouse and distribution resources and can fill orders accurately and completely (Fill Rate, NIS items) to meet the delivery schedule.

B. Quality Control and Assurance Procedures

The offeror's overall quality control and quality assurance procedures (to) ensure quality products are acquired and supplied

C. Inspection and Sanitation Procedures

The offeror's overall inspection and sanitation procedures to ensure proper procedures are maintained. The Government will evaluate the offeror's measures employed to safeguard product integrity and to ensure products are not tampered with. Security measures for warehouses will be evaluated. The offeror's policies and procedures for hiring credible employees.

D. Location

The offeror's location and advantages to servicing the customers.

E. Supplier Selection Program

The offeror's ability to provide a continual supply of quality products with minimal variation and the methods to ensure that standardized product quality will be maintained.

PRIME VENDOR LATIN AMERICA**2. TECHNICAL FACTORS EVALUATION CRITERIA (Cont'd)****FACTOR III**
FORCE PROTECTION

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

FACTOR IV**CUSTOMER SUPPORT**

The Sub-factors for Customer Support, listed as follows, are of equal importance:

A. Customer Service Approach

The offeror's commitment to customer satisfaction, including customer service strategy and the role of the customer service representative. In addition, the offeror's ability to adapt to deviations to the electronic ordering system and associated charges; the offeror's response times for handling emergency orders and associated charges. Also, the offeror's policy on breaking cases.

B. Ordering System

The offeror has EDI capability, and, in addition, can produce all required management reports.

C. Recall Procedures

Procedures used to initiate and execute recalls.

D. Product Availability/ Technical Descriptions

The offeror's technical descriptions where applicable.

E. Surge/Mobilization/Readiness

The offeror's ability to support surge requirements, including time frames and overall completeness and ingenuity in a readiness situation.

The Government will evaluate the offeror's ability to support deployment requirements. The capability to swiftly react to this situation and sustain performance will be assessed. The readiness plan will be evaluated for realism and completeness.

PRIME VENDOR LATIN AMERICA

2. TECHNICAL FACTORS EVALUATION CRITERIA (Cont'd)**F. Rebates/Discounts/Allowances**

The offeror's ability to ascertain and process rebates/discounts/allowances.

3. COST OR PRICE EVALUATION CRITERIA

Aggregate Pricing and Distribution Prices will be evaluated. Aggregate pricing is relatively more important than Distribution Price. However, as the difference in the aggregate prices of equally rated offers decreases, the importance of distribution pricing will increase.

Aggregate Pricing

The Government will evaluate the offeror's proposed pricing on the three Schedule of Items listings found within the solicitation. The estimated quantities shall be multiplied by the unit prices. The extended prices from these computations will be added to determine aggregate price. Pricing will be evaluated for all option years in the same manner. Base period aggregate pricing will be added to all option year periods aggregate pricing to determine the lowest overall aggregate cost to the Government.

Distribution Prices

The Government will evaluate each offeror's distribution prices by determining an aggregate dollar value. This will be determined by multiplying the distribution prices by the estimated base period requirements for the items in the Schedule of Items listings. The aggregate dollar value will then be evaluated for reasonableness and overall (low) cost to the Government. The percentage of distribution fee to total aggregate cost will also be evaluated.

The information requested in the Procurement Pricing Procedures section of the Procurement Pricing Plan will be used in conjunction with the evaluation of Cost or Price to substantiate how pricing was developed. The Government reserves the right to request any information needed to resolve discrepancies and complete the evaluation.

The offeror's current product listing will be used for informational purposes and will not be evaluated.

PRIME VENDOR LATIN AMERICA

EVALUATION FACTORS FOR AWARD**4. SOCIOECONOMIC FACTORS EVALUATION CRITERIA****FACTOR V****SOCIOECONOMIC CONSIDERATIONS**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. (Refer to 52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) for additional information.)

FACTOR VI**JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT**

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor. (Refer to 52.215-9005 JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT (DEC 1997) for additional information.)

FACTOR VII**DLA MENTORING BUSINESS AGREEMENTS (MBA)**

The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements. (Refer to 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) for additional information.)