

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

2. CONTRACT NO. SP0300-03-D3056		3. AWARD/EFFECTIVE DATE 08/24/2003	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0300-03-R4000	6. SOLICITATION ISSUE DATE 11/27/2002
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7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME Frank Piecyk	b. TELEPHONE NUMBER (No collect calls) 215-737-7191	8. OFFER DUE DATE/ LOCAL TIME 01/27/03
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9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence - Building 6C 700 Robbins Avenue Philadelphia, PA 19111-5092	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 DFAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO Zone 3: Southeast Alaska	16. ADMINISTERED BY Same as Block 9
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17a. CONTRACTOR/OFFEROR FOOD SERVICES OF AMERICA WESTERN WASHINGTON GROUP (FSA-WWG) 1001 SHUKSAN WAY EVERETT, WA 98203 TELEPHONE NO. 206-923-4601	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS ATTN: DFAS-PIP/CC PO BOX 182317 COLUMBUS, OH 43218-6260
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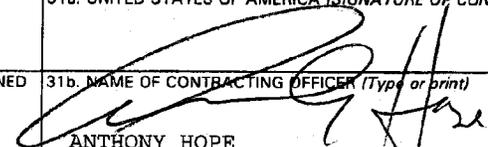
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Various	Various: Full Line Food Distributor for Federal Activities in Zone 3 Alaska (Ketchikan, Sitka, Juneau) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$300,000.00
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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 type="checkbox"/> ARE	<input checked="" 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>FSA-WWG</u> OFFER DATED <u>01/21/2003</u> . 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) 
30b. NAME AND TITLE OF SIGNER (Type or print) ANTHONY HOPE	31b. NAME OF CONTRACTING OFFICER (Type or print) ANTHONY HOPE
30c. DATE SIGNED	31c. DATE SIGNED 29 July 03

SOLICITATION/CONTRACT FORM

The following forms a part of your offer and is hereby incorporated as part of this contract:

- Initial proposal, and any revisions or correspondence submitted by Food Services of America from the time of the solicitation closing to the time of the contract award.

ITEM: Full Line Food Service for Zone 3 Alaska (Ketchikan, Sitka, and Juneau)

DELIVERY PERIOD: 24 August 2003 to 28 August 2004 for base year.

COAST GUARD DELIVERY POINTS	
USCGC Maple Government Pier, Sitka Sitka, AK 99835	DODAAC: P.O.C. FS1 Williams (907-966-5470) 40' trailer access, No Loading Dock
USCG Air Station Sitka 611 Airport Road Sitka, AK 99835	DODAAC: Z20280 P.O.C. FS1 Davis (907-966-5466) 40' trailer access, No Loading Dock
USCGC Anthony Petit 1300 Stedman Ketchikan, AK 99901	DODAAC: Z15524 P.O.C. FSC McKnight (907-228-0365) 40' trailer access, No Loading Dock
USCGC Acushnet 1320 Stedman Ketchikan, AK 99901	DODAAC: Z12201 P.O.C. FSC Risinger (907-228-0205) 40' trailer access, No Loading Dock
KETCHIKAN ROAD PROJECT	
DOD Ketchikan Road Project Address Continuous as Camp moves delivery point will change.	DODAAC: AKROAD P.O.C. Gary Rosynek (907-384-1841) 40' trailer access anticipated

MINIMUM/MAXIMUM QUANTITIES

This contract contains a guaranteed minimum of 25% of the estimated dollar value. The estimated dollar value of the base term of this contract is \$300,000. The maximum ceiling will be 150% of the estimated dollar value. In the event of emergencies or mobilization, the government reserves the right to unilaterally execute an alternative maximum ceiling of 175% of this estimated dollar value per contract period.

DISTRIBUTION PRICES

The unit price is determined by adding the Delivered Price and the Distribution Price. The distribution price will remain fixed throughout the term of the contract.

The distribution price consists of a total of freight charges and category charges, as follows:

Freight Pricing

Dry:

Frozen/Chill:

Category Pricing

- 01 Beverage without Equipment
- 02 Can Fruits, Vegetables and Juices
- 03 Fats and Oils and Margarine
- 04 Dry Groceries
- 05 Produce
- 06* Seafood**
- 07* Chilled Meats, Poultry, Dairy & Eggs**
- 08 Frozen Fruits and Vegetables
- 09* Frozen Meats and Poultry**
- 10 Frozen Miscellaneous
- 11 Disposables
- 12 Janitorial and Chemicals
- 13 Smallwares
- 14 Beverage with Equipment

*For Categories 06, 07, and 09, all "random weight" items are priced at per pound (instead of the case price).

OPTION PRICING: If the Government determines to invoke the options, the distribution prices will remain unchanged from the base year through each of the one-year options.

TRAINING EXERCISES

When units deploy outside their zone for training exercises, the unit will receive deliveries from either their Prime Vendor or the Prime Vendor of the location of the exercise site. Determination will be made on a case-by-case basis depending on delivery availability and cost (additional delivery charges/fees for out-of-area deliveries are not authorized).

ADDITIONAL CUSTOMERS

Additional Department of Defense and Non-Department of Defense customers located in the same distribution area as the successful contractor and requiring the same or similar products and services can be incorporated into existing contract. A bilateral agreement resulting in contract modification is required to add customers and state an agreed upon implementation plan. All other terms and conditions of the contract will remain unchanged.

DELIVERY INSTRUCTIONS

Maximum lead-time is one week in accordance with barge schedule. For example, an order placed on Thursday will be delivered the following Thursday. As emergency and National Security interests necessitate, it may become necessary to airlift product in a very tight delivery window. Deliveries are F.O.B. destination to each ordering activity and delivery point. Each delivery point is required to receive its order in entirety within the requested delivery period stated by the customer. Upon completion of delivery, the contractor will remove all excess pallets used for delivery from the delivery point. All items will be tailgate delivery.

When a scheduled delivery day falls on a Federal Holiday (outlined below), delivery will be made either on the next business day or as requested by the customer.

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

EMERGENCY DELIVERIES

Prime Vendor is required to provide a minimum of two emergency deliveries per month, per customer, at no additional charge. Emergency deliveries may require airlift and may require same day delivery.

Surge, Mobilization, substitutions for customer requested items and replacement of rejected items are examples of delivery situations that would NOT be considered as part of the two monthly emergency deliveries.

If the Prime Vendor "shorts" the customer necessary product or items, or the customer has to reject the necessary products or items delivered by the Prime Vendor, it is the Prime Vendor's responsibility to provide the customer necessary product within the time frame requested by the customer.

BREAKING CASES

At a minimum, Prime Vendor is required to break cases on the following items: baking powder; baking soda; extract, rum; flavoring, imitation smoke; flavoring, imitation maple; flavoring, pure; gelatin, plain; horseradish, grated; mayonnaise; molasses; nuts, pecan; oil, olive; oil, sesame; olives, green; olives, black; pie filling, pumpkin; sauce, bbq; sauce, picante; sauce, soy; sauce, teriyaki; sauce, tomato; spices; toppings, sprinkles; vinegar, cider; vinegar, white; vinegar, wine; wine, sherry, cooking; yeast, dry active. Prime Vendor's are encouraged to identify additional items for which cases will be broken for customers.

CUSTOMER SERVICE

For each customer covered by resulting contract(s) the Prime Vendor will provide the same customer service, value added services and treatment as provided to Prime Vendor's essential accounts. At a minimum:

For each Zone, the Prime Vendor will provide at least one full time customer service representative to maintain contact with each of the ordering activities.

Prime Vendor Representative will visit each customer, at customer location at regularly scheduled intervals, which will be no less than every two months.

Prime Vendor is required to provide toll free telephone and fax numbers to accommodate all customers for whom the Prime Vendor is outside the customers' local calling area.

DEFENSE APPROPRIATIONS ACT

The 1997 DoD Appropriations Act, at Section 8091, revoked the exception to the requirements of the Berry Amendment for subcontracts for commercial items, which was found in DFARS 225.7002-2(j) and DFARS 252.225-7012.

Accordingly, all items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be grown and produced in the United States or its' possessions.

THE FOLLOWING ITEMS ARE EXEMPT:

Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew Nuts
Castor Beans and Oil	Chestnuts
Chicle	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	
Olives (green), pitted or unpitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.	

For additional information, please consult the DoD FAR Supplement at 225.7000 "Appropriations Act Restrictions" and/or contact the Contracting Officer.

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

DESIGNATED MANDATORY SUPPLIERS FOR SPECIFIED ITEMS

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). The mandatory sources now have the ability to package these items in a wide variety of sizes. The Prime Vendor must contact the mandatory source of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devils Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
Various	Dining Packets

If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources are as follows:

Pancake Mix, Cake Mixes	Garlic Powder & Paprika	Dining Packets
ARC Diversified 435 Gould Dr Cookeville, TN 38506	Unistel - Cont. Devel. Srv. Inc. 650 Blossom Rd. Rochester, NY	National Industries for the Blind 1901 N. Beauregard Street, Suite 200 Alexandria, VA 22311-1727
Ms. Terri McRae Voice: 615-432-5981 Fax: 615-432-5987	Mr. Jack Pipes 1-800-864-7835 x252	Mary Johnson 603-578-6512

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

All subsistence products delivered on resulting contract(s) are required to be in complete compliance with Clause 52.246-9P31 *SANITARY CONDITIONS (JAN 1998) DSCP*, included in this solicitation. The following is the Internet Link to VETCOM's directory of Sanitarily Approved Food Establishments:
<http://vets.amedd.army.mil/vetcom/index.html>

PACKAGING, PACKING AND LABELING

All delivered products are to be processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products shall be delivered as fresh as possible and within the manufacturer's established shelf life. For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer prior to delivery.

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

Frozen product must be processed and packed to allow removal of the individual required portions without risk or compromise to the integrity of remaining product.

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

All fresh poultry and seafood items will be packed in ice packed cartons, separately. Fresh poultry can be in gas-flush cartons.

All items must be identified with readable dates (open code dates, best if used by date, expiration dates, etc) or coded dates. Contractors who do not use open code dating will provide a product code number key listing for coded dates. The product code number key listing shall explain the actual date of production or processing. Copies of key code listings will be furnished to the receiving officer at each destination and each destination inspection agency prior to first delivery and to DSCP at time of request, usually prior to award.

Standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED" or "GLASS", etc, will be used on all cases when appropriate.

To the maximum extent possible, nutrition and ingredient labels will be on the individual packages; otherwise such information is to be provided separately to the customer upon request.

INSPECTION: ACCEPTANCE, REJECTION AND RETURN

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 or unacceptable supplies.

All deliveries are subject to military inspection. In addition, the delivery vehicles will be inspected for cleanliness, condition and temperature. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, product inspection could be expanded if determined necessary by either the Military Inspector, or the Dining Facility Manager or the Food Officer.

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

Frozen product must meet the following criteria to be accepted:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

If any product is determined to be defective, damaged, or compromised in any manner, the receiving official can reject the product on site.

The Prime Vendor is required to accept returns under the following conditions:

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule and subsequent customer catalog
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
10. Conditions not specified above that cause product to be unacceptable to customer through no fault of customer.

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

INVOICE/DELIVERY TICKET

A complete invoice is required for each delivery. The receiving officer/personnel will annotate any and all changes and corrections on the invoice to reflect actual products and quantities delivered and prices obligated at time of order placement. At time of delivery completion, the customer has the right to request and receive from the contractor, the customer's copy of the invoice for that delivery. Some locations might require copies of the corrected and signed invoice to be submitted by the contractor to a central activity located on the installation.

The delivery ticket is the invoice. The invoice 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 by receiving official and truck driver. A signature on the invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

For product rejected at time of delivery, the invoice shall be annotated to reflect rejected item(s). The cost of the rejected items shall then be deducted from the invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Customer's needs determine time of delivery for replacement product for rejected items. If customer's needs require replacement product for rejected product prior to next scheduled delivery, the Prime Vendor is required to make delivery to accommodate customer needs. Replacement products require a separate invoice utilizing the same call number, clin number, and purchase order number as invoice for rejected product. Replacement of rejected product is not considered an emergency request from the customer, but a responsibility of the prime vendor to provide necessary product as requested by customer.

If product is rejected after initial delivery, it is the responsibility of the prime vendor to pick up the rejected product. If the Prime Vendor issues a "Credit DUE" to the customer prior to payment on the product's initial invoice, the customer can process a receipts adjustment in STORES. If payment has already been made, a claim will be initiated by the Account Manager/Commodity Logistics Specialist and processed through the payment office. In all cases one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager/Commodity Logistics Specialist.

If a one-to-one replacement is available and requested by the customer the vendor invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, Clin number, and Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

WARRANTIES

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

ADDING NEW ITEMS INTO INVENTORY

Customers will be able to request additional items to be added to the awarded contract and resulting catalog. Contract Modifications will not be required to add items.

Items meeting the minimum usage requirement are to be incorporated into the contractor's warehouse within thirty days of customer request. The minimum usage requirement is 20 cases per month.

PLANT LOCATIONS

The following are designated as the plant locations for the performance of this contract:

FSA-WWG
1001 Shuksan Way
Everett, WA 98032

FSA-WWG
18430 East Valley Hwy
Kent, WA 98032

CONTRACT ADMINISTRATION DATA

Administration of the Small Business and Small Disadvantaged Business Subcontracting Plan has been assigned to:

DCMAO Seattle
3009 112th Avenue N.E, Suite 200
Bellevue, WA 98004-8019