

BLOCK 8 (continued):

Offer due date/local time:

March 26, 2003, close of business, Local Philadelphia Time.

Block 9 (continued):

?? All offers/modifications/withdrawals must be plainly marked on the outer most 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 **Handcarried 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.

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY CAGE CODE: _____

DUNS NUMBER: _____

FAX NUMBER (S): _____

E-MAIL ADDRESS: _____

COMPANY POC: _____

PHONE #: _____

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 clause 252.204-7004, CCR registration, or contact the Contracting Officer with questions about Cage or DUNS codes.)**

BLOCKS 19-24 (CONTINUED):

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COPIES OF CURRENT LISTING OF NATIONAL ALLOWANCE PROGRAM AGREEMENT HOLDERS ARE AVAILABLE UPON REQUEST.

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SUPPLIES/SERVICES AND PRICES

1. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into an Indefinite Quantity Contract (IQC) to provide subsistence products to United States Armed Forces personnel deployed or permanently stationed in Okinawa, Japan. The Contractor will be responsible for furnishing perishable and semi-perishable items such as canned products, frozen food products, beverages, dairy products, bakery products, boxed meats, seafood, and eggs. The Contractor may also be requested to provide related non-food items.

B. This solicitation sets forth the estimated food and beverage requirements for approximately forty-seven (47) shore customers on the island, which includes Air Force, Army, Marine Corps customers, one Naval shore facility, Non-Appropriated Funds Clubs/Seaman's Services, and visiting Navy ships. NOTE: The term "Ordering Facilities" or "Ordering Activities", as used throughout this solicitation, will refer to all of the delivery points for the Dining Halls, NAF Clubs, and Seaman's Services.

2. WORK TO BE PERFORMED

A. The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverages to either their Prime Vendor storage facility or a Government "no cost" leased facility in Okinawa, Japan. The vendor will be responsible for developing his own AMD (average monthly demands) and determining stocking needs accordingly. The Contractor is responsible for arranging ocean transportation through DSCP and loading seavans at its CONUS facility.

B. The contractor must also provide all of the necessary material handling equipment and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain 98% peacetime fill-rate and surge requirements. Deliveries shall average 2-to-3 times per week within 48 hours of order placement, unless less frequent stops are agreed upon by the ordering activity and the contractor.

C. The individual customers are summarized as follows:

1. Kadena Air Force Base, Johnson Dining Hall
2. Kadena Air Force Base, Marshall Dining Hall
3. Kadena Air Force Base, Strickland Dining Hall
4. Kadena Air Force Base, Quick Turn Dining Hall
5. Kadena Air Force Base, Kadena Ration Breakdown

6. Kadena Air Force Base, Flight Kitchen
7. Kadena Air Force Base, Child Care Center
8. Kadena Air Force Base, Kadena Airman's Club
9. Kadena Air Force Base, Kadena NCO Club
10. Kadena Air Force Base, Kadena Officer's Club
11. Kadena Air Force Base, Schilling Recreation Center
12. Kadena Air Force Base, Kadena Bowling Center
13. Kadena Air Force Base, Jack's Place Restaurant
14. Kadena Air Force Base, Italian Restaurant
15. Kadena Air Force Base, Tee House Restaurant
16. Camp Kinser, Marine Food Services Division
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19. Camp Kinser, Kinser Pre-School DCP MCB
20. CMBMWR Club Systems/CDP
21. Camp Courtney, Courtney CDP/MCMWR
22. Camp Foster, Foster DCP/MCMWR
23. Camp Lester, U. S. Naval Hospital
24. NMCB 7
25. Naval Security Group
26. NMCB-74
27. CFAO NMWR Dept. Warehouse
28. NMWR Crowsnest
29. NMWR Touch & Go
30. NMWR Ocean Cliff
31. NMWR Port of Call Club
32. USNS Kilauea Navy Reserve
33. USNS Sumner
34. 10th ASG Army Reserve
35. 10th ASG Regular Army MRE
36. 10th ASG Army Regular
37. 10th ASG Coral Grove
38. Camp Schwab USO
39. Camp Hanson USO
40. Kadena Air Force Base USO
41. Camp Kinser USO
42. Camp Futenma USO
43. Camp Foster USO
44. Okinawan Exchange AAFES PAC
45. DeCA/ODC Camp Kinser
46. Seaman's Club
47. 6th Support Center
48. Various USN Ships Appropriated Fund Customers

Please see Attachment 3.

D. The Prime Vendor must supply all products to the customers from their facility or a Government “no cost” leased facility in Okinawa, Japan with at least 14 days of the item’s original shelf life remaining and the product must be in an acceptable condition/fit for consumption. The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.

E. The Prime Vendor must station a customer representative of their firm in Okinawa, Japan. This person will be responsible for resolving any problems on the contract and will be available to handle any problems that may arise.

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

3. 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 dinning 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 dinning facilities.

The Offeror [] **Does**, [] **Does Not**, have the capabilities to provide the full food service management and food preparation services.

4. GOVERNMENT OWNED CONTRACTOR OPERATED (GOCO) FACILITIES

The following is provided as a source of information to advise potential offerors of Subsistence warehousing space available for lease at "no cost" in the performance of work resulting from this solicitation.

A. The Subsistence warehouse space located at Camp Kinser, Okinawa, Japan will be available at the time of contract award. This site also currently houses the Defense Commissary Agency (DeCA). The Offerors that elect to choose this option, are advised/ caution that there are "common" or "shared" areas of this warehouse that will be utilized by both DeCA and the successful contractor. This warehouse space is available for use only by the Prime Vendor in support and execution of subject contract if the selected Prime Vendor wishes to use this space as a warehousing and execution site.

B. All parties submitting a bid package are eligible to investigate the use of this warehousing space and incorporating its use as a part of the technical portion of your offer. Under a separate agreement, but linked to the award and execution of a contract under this solicitation, the Defense Supply Center Philadelphia will enter into a tentative lease agreement with all interested offerors.

C. The evaluation and/or option to use or not use this warehouse space is solely at the discretion of each offeror. Firms submitting offers either proposing or not proposing to use this warehouse space will be evaluated on an equal basis. DSCP has no preference for the use of this space over any firms' own space or other commercial space. All offerors will be afforded an opportunity to view these facilities before submission of offers.

D. The warehouse has the following space available:

<u>TYPE</u>	<u>SQUARE FEET</u>	<u>PALLET CAPACITY</u>
Dry (Bldg. 208)	40,000	1,500 (MRE'S included)

Chill (Bldg. 202)	15,000	864
Frozen (Bldg. 202)	15,000	864

BUILDING 208 –

Total warehouse is 40,000 square feet
Bulk space = 273 spaces
Shelves = 820 spaces
1,500 pallet spaces (Meals, Ready to Eat (MRE's) included)
Seven (7) non-Raymond re-charger hook-ups

The Prime Vendor will have unlimited access to their portion of this building as the building is secure and the Prime Vendor will have their own entry door. Common areas are not required for Building 208. The Prime Vendor will have secure bays (4), shelving, charging areas and office space.

BUILDING 202 – PERISHABLE

Frozen = 864 spaces
Chill = 864 spaces
1,728 total pallet spaces
Pick slot measurement is 4'8" X 8'4"

1. The Prime Vendor will have access from 0530 to 1600 hours Monday through Friday for Building 202, except for office space where 24 hour access will be provided. In addition, DeCA will make Building 202 available to the Prime Vendor "in the event of an emergency, DeCA personnel will be available to work with the contractor for off hours access".

2. The Prime Vendor will have unlimited access to the entire loading dock from 0530 to 0730 hours. In addition, the Prime Vendor will have unlimited access to two (2) designated loading bays (1 and 2). The Prime Vendor will have unlimited access to the area located immediately in front of their designated loading bays, except for the "common" area directly in front of the storage room(s). This area must be maintained as common in order to allow for a Material Handling Equipment (MHE) passageway between the charger area and DeCA rooms.

3. The prime vendor will have unlimited access to two (2) designated forklift rechargers. These forklift rechargers are located in a common area shared by both DeCA and the Prime Vendor. DeCA has advised that they will share additional rechargers if necessary.

4. The prime vendor will have unlimited access to one (1) 220 volt electrical hook-up for seavans located by the prime vendor's designated loading bays. If for any

reason the prime vendor is shipped a van with a 440 volt requirement, there are hookups located at the old milk plant that are shared by all military shippers on Camp Kinser.

5. In Building 202, the office space available measures 26' X 20'.

E. Operating Procedures of the GOCO are further defined as follows:

1. The offeror will be responsible for providing the necessary management, customer service, clerical and warehouse personnel to insure successful performance. The offeror will also be responsible for providing all office equipment, to include, but not be limited to, computers, communication needs (i.e., installation of telephones and telephone lines, fax lines) and office furniture. **Pamphlets concerning availability of telephone service will be available upon request.** For the purposes of this solicitation, the successful awardee will be considered an "appropriate contractor".

2. The offeror will be responsible for providing all Material Handling Equipment (MHE) necessary for the successful performance of this contract, with the exception of one (1) Raymond forklift Model Number 537 Easi Swing-Reach. This forklift is an expensive, highly specialized piece of equipment (laser guided wire system/high racking characteristics), which accommodates the narrow aisles that are in place at the storage facility. This forklift will be provided to the Prime Vendor as Government Furnished Equipment (GFE) at no cost to the vendor. The offeror will be required to fully train and qualify personnel in the safe operation of this highly specialized piece of equipment. **Copies of booklets regarding the specifications and a safety training manual for this piece of equipment will be made available at the pre-proposal conferences, or, are available upon request.** The offeror will be responsible to have service and maintenance agreements in place for **all** material handling equipment, to include the Raymond forklift. DeCA has advised DSCP that in case of emergency and for short periods of time they will share **standard** forklifts with the Prime Vendor, however, use of DeCA **Raymond** forklifts will not be included. **NOTE:** It is imperative that offerors be able to maintain and repair all MHE quickly and effectively.

3. Currently there are no secure areas for the Prime Vendor's MHE or pallet storage. The Prime Vendor will be responsible for the locking/securing of his MHE and pallets.

F. The risk of loss or damages for the supplies warehoused in the GOCOs shall remain with the Contractor. The Contractor is responsible for insuring the products.

NOTE TO OFFERORS: During the fiscal year 07, the United States Marines will replace the current facility. The Contractor will be subject to period of temporary re-location while the new facility is being built.

5. TRANSPORTATION

A. As the Government reserves the right to use the system that provides the best services to our customers (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 use established Government rates with Military Traffic Management Command/Military Sealift Command (MTMC/MSC). The Contractor will contact the DSCP Office of Transportation/Distribution who will book the required seavans with the authorized carrier. MSC will be responsible for the transportation of the Contractor's products from its CONUS distribution facility to their Oversea (Okinawa) distribution facility. This transportation method is known as "Point to Point" delivery.

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

3. Shipping Instructions for the Prime Vendor will be available via a web based web site. The site will provide to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD) that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".

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

5. 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 representative to the contract, who will sole responsibility to over see this process. **All Customer Service representatives must be able to speak and understand English.**

7. Prime Vendor responsibility under MSC transportation method. The Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port.

The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage.

8. DSCP has been advised by MSC/MTMC that the average "Point to Point" delivery time to Okinawa Japan averages thirty (30) days. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the Ocean Carrier. The Government has no Liability for late delivery or damage to goods in transit.

B. INSURANCE/LIABILITY AND CLAIMS

The MSC designated ocean carrier will be responsible for any loss or damage to product during "point to point" transportation. Any discrepancy reports will be resolved between MTMC/MSC and the ocean carrier. The Government is not responsible for any loss or damage to products during transit until the Government accepts product. Any claims for loss or damage to such products must be filed by the Prime Vendor directly with MTMC designated carrier, with a copy to MTMC and DSCP. DSCP 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:

Crystal Hunter
HQ Military Traffic Mgt Command
Attn: MTOP-PR
Hoffman Building 11
200 Stoval Street
Alexandria, VA 22332-2248
DSN: 328-2248
Comm: 703-428-2248
E-mail: HUNTERC@MTMC.ARMY.MIL

C. CUSTOMS

MTMC will be responsible for all customs clearance from the port of embarkation through to the port in Okinawa, Japan. Therefore, the Prime Vendor is only responsible for customs clearance from his CONUS facility(s) to the port of embarkation.

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 the pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. MTMC will be responsible for transporting products from the Prime Vendor CONUS Distribution Warehouse(s) to the Prime Vendor 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.

6. STATUS OF FORCES AGREEMENT

A. Contractor will be responsible for complying with contract clauses set forth in Addendum to clause 52.212-4, paragraph (U). These clauses implement provisions in the Statue of Forces Agreement between the United States and Okinawa, Japan. Copies of the SOFA and Regulations referenced in these clauses will be made available to the awardee.

B. The Contractor must be familiar with all necessary permits, licenses, laws and labor decrees that pertain to Government contracts. The Contractor shall obtain all required Personnel ID (identification) passes and vehicle decals to enter the post/base of the appropriate sites.

7. AWARD DETAILS

This is an indefinite quantity contract. The Government intent is to make one award under this solicitation. There will be a one-year base period and four one year options available dependent upon satisfactory performance by the contractor. A contract resulting from this solicitation will become effective on the date of award. It is anticipated that the first order under the contract resulting from this solicitation will be placed two - three weeks after the award date. The one year ordering period will begin on the date of placement of the first order rather than on the effective date of award.

For the purpose of deployments, consider support under this contract to potentially include support to any geographic region within 1,000-mile radius of Okinawa, Japan. **The Government, however, reserves the right to designate the responsible vendor in the**

event of any actual deployment. This language is not intended to in any way preclude awardees from acting as "Backup Prime Vendors," for other Prime Vendor regions.

8. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM

a. **Quantity.** The quantities shown on the schedule represent the quantities estimated to be ordered over each of five years. These quantities are based on current Government methodologies and are subject to change; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

b. **Acquisition Value.** The estimated dollar value of this acquisition is:

Total Estimated Dollar Value – Base Year	\$ 16,500,000.00
Total Estimated Dollar Value for Each Of Four Option Years	\$ 16,500,000.00
Total Dollar Value for the Entire Contract Period	\$82,500,000.00

c. **Guaranteed Minimum.** The minimum of a contract resulting from this solicitation will be 25% of the contract total dollar value; i.e., if the resulting contract dollar value is \$16,500,000.00, the Government is required to purchase \$4,125,000.00 during the one-year base period. The maximum will be not more than 200% of the total dollar value except in the case of a surge or mobilization, the maximum will be 300%. The minimum/ maximum applies to dollars and not individual items as actual quantities ordered may vary among the individual items. The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities

9. OPTIONS

a. **Option Years.** Effective the day after the end of the one-year base period and each succeeding option year. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base years or succeeding option years. Acceptance of the options by the successful Contractor is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.

b. Prices will be evaluated inclusive of the 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. At any point during the base year or one of the option years, if the contract reaches its maximum monetary ceiling 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, the Government reserves the right to exercise multiple options concurrently at anytime after the award date.

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

10. ADDITIONAL CUSTOMERS

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

b. During times of contingency/deployment, the contractor will be expected to be able to support an additional new customer's orders within 48 hours of notification or receipt of purchase order.

11. PRICING:

The offeror shall submit two copies of their most recent and current product listing. This will be indicative of a firm's ability to source a diverse product line and will be verified during the site visit to the offeror's facility. Prices submitted should be on products that will actually be furnished under a contract resulting from this solicitation.

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 total price (in U.S. currency) charged to DSCP per unit for a product delivered to the Government.

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 - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. The distribution price 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 manufacture or supplier by the Prime Vendor for each item. The distribution price shall remain fixed for the base year of the contract, and is subject to any agreed option year adjustments.

Ocean Shipping Costs – Although technically part of the distribution price, for the purposes of this solicitation, ocean transportation costs (the cost of shipping the product from the Prime Vendor’s CONUS facility(s) to their facility(s) in Okinawa, Japan), aka “point to point” delivery, will be deleted from the delivered price. Accordingly, for purpose of submitting offers under this solicitation, ocean transportation costs will be handled ignored. The DTS 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 time of delivery.

C. The Contractor 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 prices changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received no later than Thursday, 12:00 PM, Philadelphia time. See attachment entitled “EDI Implementation Guidelines” for more information on the various EDI transaction sets required under this contract.

12. 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 formatted to more than two (2) places to the right of the decimal point.

Offerors must utilize the category listed below. No substitutions, deletions or additions to the categories indicated below are authorized.

<u>Category</u>	<u>Category</u>	<u>Distribution Fee</u>
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<u>Number</u>	<u>Description</u>	
1.	Beef (Pre-Cut Steaks) (Raw)	LB
2.	Beef (Other) (Raw)	LB
3.	Pork or Lamb (Raw)	LB
4.	Poultry (Raw)	LB
5.	Seafood (Shellfish) (Raw)	LB
6.	Seafood (Canned) (Raw)	Per Case
7.	Seafood (other than shellfish or canned)	LB
8.	Fruits/Vegetables (Frozen)	Per Case
9.	Fruits/Vegetables/Tomato Paste (Number 10 Size Cans)	Per Case
10.	Fruits/Vegetables/Tomato Paste (non-refrigerated other than number 10 Size Cans)	Per Case
11.	Cereal Products	Per Case
12.	Pasta or Rice	Per Case
13.	Prepared Foods/Entrees/Precooked Foods-Frozen (Heat & Eat-no other preparation required)	Per Case
14.	Snack Foods (to include Chips, Cookies, Granola Bars, Candy, Individual Pastries)	Per Case
15.	Soups, Bouillon's, Gravy Bases or Gravy Mixes	Per Case
16.	Cheese	LB
17.	Dairy (Other than cheese)	Per Case
18.	Bakery Products to include doughs (chilled or frozen)	Per Case
19.	Baking mixes, Baking Ingredients or Pie Fillings	Per Case
20.	Spices, Flavorings or food colorings	Per Case
21.	Sugar or Flour (Bulk sizes)	Per Case
22.	Dressings, Sauces, Toppings, Syrups, Condiments, Jams or Jellies-Bulk Sizes	Per Case
23.	Dressings, Sauces, Toppings, Syrups, Condiments, Jams or Jellies-Table top sizes or individual/portion controlled sized items	Per Case
24.	Shortenings and Oils (i.e. cooking oil, salad oil, olive oil and etc.)	Per Case
25.	Coffee, Tea or Cocoa (Dry)	Per Case
26.	Beverages	Per Case
27.	Beverage Bases and Concentrates (liquid or dry) to include dispenser products	Per Case
28.	Other Refrigerated Food Products not covered above	Per Case
29.	Other Non-Refrigerated Food Products Not	Per Case

	covered above	
30.	MUSIC Items	Per Case
31.	Government Furnished Material (GFM) for Prime Vendor Distribution (includes Fresh Fruits & Vegetables (FF&V), Market Ready & Items Locally Purchased by DSCP Pacific	Per Case
32.	GFM Disposal Fee	Per Case
33.	Unitized Group Rations-A (UGR-A)	Per Case
34.	UGR-A (inspection/rework fee)	Per Case
35.	GFM (bread, cook/chill items)	Per Case
36.	Deployment/Exercise Operations- (outside Okinawa that require air freight)	Per Case
37.	Produce Fumigation & Rework	Per Case
38.	Food Service Operating Supplies (FSOS)	Per Case
40.	ESL Milk and Dairy Products	Per Case

ITEMS: Please reference Attachment A for the list of core items to be used for evaluation purposes.

13. MUSIC ITEMS: (If Required)

The acronym “**MUSIC**” stands for “Military Unique Subsistence Item Coordination”. The Navy has designated the twenty-two items listed below as “military unique”. These items are required for **NAVAL SHIPS AFLOAT** use. Other customers may order these items if they so desire. DSCP has contracted with Advocacy and Resources Corporation to maintain supply of these items to be provided to the Prime Vendors supplying the Naval Ships afloat. The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than 5 but not later than 7 working days after receipt of order. It is mandatory that you obtain the **MUSIC** items listed below from:

Advocacy and Resources Corporation
 435 Gould Drive
 Cookeville, TN 38506

The Point of Contact is: Terri Lewis McRae
 Executive Director
 Phone: (931) 432-5981

MUSIC ITEMS

NSN

ITEM

8910-00-082-5734
 8910-00-965-1553

Cheese, Cottage, Dehydrated, No. 10 Can
 Egg Mix, Dehydrated, No. 3 Cylinder Can

8910-01-091-7209	Milk, Nonfat, Dry, 4 LB Can
8915-00-127-9303	Tomato Paste, No. 2 ½ Can
8920-00-165-6868	Flour, Bread, 35 LB Can
8920-01-466-6511	Flour, Wheat, Alternate Pack
8925-00-223-5504	Sugar, Granulated, 35 LB Can
8925-01-466-6521	Sugar, Refined, Alternate Pack
8945-00-080-9396	Shortening Compound, Vegetable Oil, 5 Gal. Can
8945-01-364-7357	Salad Oil, Canola, 1 Gal. Can

14. MANDATORY ITEMS:

The items listed below are **MANDATORY** for purchase from the National Industries for the Blind (NIB) or from National Industries for the Severely Handicapped (NISH):

<u>NSN</u>	<u>ITEM</u>
8920-00-079-6942	Paprika, Ground
8920-00-782-6353	Pancake Mix, No. 10 Can
8920-00-823-7221	Cake Mix, Devil's Food
8920-00-823-7222	Cake Mix, Gingerbread
8950-01-254-2691	Garlic Powder
8955-00-823-7016	Tea Mix, Instant

The suppliers for these items are as follows:

Pancake, Devil's Food & Gingerbread Cake Mixes:

Advocacy and Resources Corporation
435 Gould Drive
Cookeville, Tennessee 38506

Point of Contact: Terri Lewis McRae
Executive Director
615-432-5981
615-432-5987

Garlic Powder and Paprika

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY

Point of Contact: Jack Pipes

800-864-7835 X252

Tea Mix, Instant

Ed Lindsey Industries for the Blind
4110 Charlotte Avenue
Nashville, Tennessee 37209

Point of Contact: Allan Broughton
615-741-2251

15. FOOD SERVICE OPERATING SUPPLIES (FSOS)

The government reserves the right to add any consumable or disposable products associated with the preparation and serving of foodstuffs into any resulting contract. This will include, but is not limited to, paper plates, cups, napkins, waxed paper, aluminum trays and foil, plastic spoons, forks, and knives and cleaning supplies.

16. NATIONAL CONTRACTS

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

17. 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 a in a lower delivered invoice price to the customers/reduced STORES price) and/or lump sum reimbursement. Additional rebates

over and above those cited above may be offered to DSCP to enhance one's proposal but will not be mandated for return to DSCP or its customers.

C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other Government customer for similar quantities under comparable terms and conditions.

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

18. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

i. **Agreement Holder**- is the supplier or manufacturer which has agreed to offer discounts to DSCP on product ordered under prime vendor contracts.

ii. **National Allowance Program**- is a program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power to reduce the overall delivered price under prime vendor contracts.

iii. **National Allowance Program Agreements (NAPAs)** - are agreements between DSCP and suppliers/manufacturers, which identify product category allowances. These allowances, or discounts, apply only to the delivered/invoice price of the product. The NAPA does not affect the prime vendor's distribution price or fee in any way.

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

C. Under NAPAs, agreements holders:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the prime vendor program, and

2. Offer discounts on the delivered price of product ordered under prime vendor contracts in the form of off-invoice pricing, deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

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

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

F. Under a contract resulting from this solicitation:

1. The prime vendor agrees to acknowledge receipt of the NAPAs within 5 working days from date of notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team (215)-737-4210. The NAPA team will provide general instructions and a password to access the allowance on the NAPA website.

2. The prime vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiate a bill-back to the agreement holder if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the prime vendor within a time period mutually agreeable to the prime vendor and the agreement holder.

3. Any disputes involving the NAPA between the prime vendor and the agreement holder will be resolved between them according to their own commercial practices; however, DSCP will attempt to facilitate any such disputes.

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

19. PRODUCE

A. The DSCP Produce Business Unit, through Defense Subsistence Office (DSO) San Francisco, Union City, CA, will procure fresh fruits and vegetables and deliver them via controlled-atmosphere seavan surface transportation, hereby known as CARTS, to the either the government owned storage facility at Camp Kinser or a commercial facility .

B. In the event (van utilization) the DSO deems it necessary to combine produce with Prime Vendor product, **the Prime Vendor will be required to:**

1. Receive and unload vans containing hardy FF&V and/or local produce vendors' trucks containing all types of FF&V;
2. Record information and quantities of any product received not in good condition and call the DSO to report non-conforming product and disposition instructions;
3. Rotate stock as necessary;
4. Store product under proper temperature controlled conditions;
5. Load vans, deliver to POE;
6. Document and maintain records in relation to the items and quantities of product that deteriorates in the warehouse due to lack of orders and customer cancellations.

C. A distribution fee will be paid to the Prime Vendor for handling/storing/distributing FF&V.

D. Fumigation Services.

The Contractor is required to assist the Government of Japan inspectors with the inspection process. The Contractor will follow the fumigation procedures and prepare documentation as required. After fumigation and salvage of the produce items, Contractor will separate the PV products from the DECA products. Contractor will then follow normal stocking procedures as stated above.

E. Additional re-Work of FF & V products.

The US Army Veterinary Inspectors may require additional sorting of FF & V boxes. When additional sorting is required, the contractor shall do the following:

1. Open top boxes on each pallet and/or produce commodities designated by the Vets and inspect boxes for moldy and/or damaged and/or spoiled products.
2. Pull out the moldy/damaged/spoiled produce and place it to the side for counting or weighing purposes.
3. Adjust the boxes of good product to evenly distribute the decreased weight and mark the boxes to identify why they are light.
4. In the event it is necessary to destroy the damaged/moldy/spoiled produce, DSCP will generate destruction certificate for the Contractor to submit with weekly invoice package.

F. Please state your distribution price for Fresh Fruits and Vegetables on Pages 19 and 20.

20. ESL MILK ITEMS

A distribution fee will be paid to the Contractor for handling, storing, and distributing ESL Milk Items. In addition, the Contractor will receive reimbursement for actual salvage costs of ESL Milk Items plus the distribution fee respective to the item category unless the Contractor mishandled the items requiring salvage.

A. Receive and unload vans containing ESL Milk and Dairy Products.

B. Record information and quantities of any product received not in good condition and call the DSCP-COR to report non-conforming product and disposition instructions;

C. Rotate stock as necessary;

D. Store product under proper temperature controlled conditions;

E. Document and maintain records in relation to the items and quantities of product that deteriorates in the warehouse due to lack of orders and customer cancellations;

F. Deliver to the Ordering activities set forth in the contract;

H. Dispose of any rejected/spoiled products.

G. Please state your distribution price for GFM ESL Milk and Dairy items as well as Contractor provided ESL Milk and Dairy Products and on Pages 19 and 20.

NOTE: The Government **may require** the Contractor to carry the full line of ESL milk and dairy items. The Contractor will be responsible for direct vendor deliveries to all customers and for forecasting and warehousing adequate supplies in country to provide deliveries of items with adequate shelf life remaining at time of delivery.

21. OPERATIONAL RATIONS ITEMS

A. The Government may be required to consolidate storage of "Operational Rations Items" at either the Camp Kinser storage facility or the Prime Vendor's commercial OCONUS/CONUS facility. The ration item to be stored is the Meal, Ready to Eat (MRE). The Prime Vendor may also be responsible for the shelf-life rotation of War Reserve Material assets valued at more than \$4 million dollars (approximately 52,500 cases of MRE'S) and Peacetime MRE assets of \$1.4 million dollars (approximately 18,000 cases). If distribution of "Operational Rations" items becomes necessary, the Prime Vendor will be responsible for:

1. Receiving and storing the operational ration items in his CONUS warehouse/facility;

2. Verifying and forwarding a receipt document to DSCP-HROAA;

3. Arranging for ocean transportation and loading of vans for delivery of operational ration items to either the government owned storage facility at Camp Kinser or the Prime Vendor's OCONUS commercial facility upon receipt of an order for the item(s).

4. Maintaining records of quantities and items received and shipped. Pallets can be stacked four high;

B. Under no circumstances will the Prime Vendor sell operational rations items to their commercial customers. Information in relation to operational items stored by the Prime Vendor should not be given to any party. Requests for such information should be reported to the Contracting Officer.

C. The Government reserves the right to add other Operational Ration Items if necessary.

The Prime Vendor must submit a "Per Case" storage and distribution fee for the work described above on Pages 19 and 20.

22. Unitized Group Rations--A (UGR-A)

A. **Unitized Group Rations--A (UGR-A)** are designed to expedite the feeding of fresh "A" rations in the field. With the exception of mandatory enhancements, such as bread, milk and cold cereal, each UGR-A meal module contains all the semi-perishable and frozen food items and disposable items (cups, trays, utensils, etc) to feed a complete meal to 50 persons. The UGR-A currently consists of 5 breakfast and 10 lunch/dinner menus available for selection. Each complete UGR-A ration consists of a semi-perishable portion and frozen portion with separate (2) LSNs. Each semi-perishable portion consists of two cases which must be delivered together.

1. See **Attachment UGR-A1** for the item descriptions of each UGR-A LSN; **Attachment UGR-A2** for a description of the menu contents of each UGR-A Ration; **Attachment UGR-A3** for the item description of each UGR-A menu component; and **Attachment UGR-A4** for the dimensions, cube and weights of current UGR-A ration modules and pallets. As menus are changed or added, these dimensions may change.

2. . The UGR-A shall be provided to Contractor as Government furnished material (GFM). The Government will deliver UGR-A rations as GFM directly from CONUS suppliers or from other Prime Vendors in the Pacific to the Contractor's facility, **Camp Kinser**, store in Bldg 202 freeze products, and dry products in Bldg 208. DSCP will acquire UGR-A rations for shipment to the Contractor (FSI) by placing delivery orders against current contracts for UGR-A. A copy of each contract Delivery Order for UGR-A shipment to Okinawa will be facsimile provided to the Contractor. These Orders shall represent "Due-In"s of UGR-A to the Contractor. Additionally, DSCP will email the Contractor the sea-lift carrier booking information.

3. Estimated requirements for UGR-A ration modules are 672 rations per month. These estimated requirements are based on estimated usage of line item "A" meals during Operational Deployments. The initial requirements will be approximately 2,016 cases, which equates to 56 pallet locations dry and 25 pallet locations freeze. The Contractor will be provided UGR-A on an "as needed" basis.

NOTES:

(1) The Government's DISMS inventory record will show all UGR-A assets at the Camp Kinser. For greater asset visibility, the Contractor shall provide the actual UGR-A inventories on a weekly basis.

(2) The Contractor shall be responsible for the shipment and delivery of UGR-A rations in accordance with the FIFO/Earliest-Date-of-Pack requirements of the contract (calculated from Government delivery of UGR-A rations to Camp Kinser).

B. The Contractor will be required to:

1. Receive and unload vans containing UGR-A's. Upon receipt of the GFM UGR-A rations, the Contractor shall promptly email the receipt information, using the Excel spreadsheet format shown at **Attachment UGR-A5**, to the DSCP Item Managers at the following address: "**ugra@dscp.dla.mil**". This receipt information will be posted by the DSCP Item Manager into DISMS to maintain the Government's inventory records.

2. Inspect and accept UGR-As;

a. UGR-A Rations purchased by the Government for Okinawa shall be inspected and accepted by the Army Veterinary Inspectors (AVI) at the CONUS origin place of manufacture. Accepted UGR-A Rations will be shipped and furnished to the Contractor as GFM.

b. The Contractor will be responsible for performing a receipt inspection at its facility for condition of cases, count and identity. Condition and identity inspection shall be limited to the sealed UGR-A shipping cases and unitized loads.

i. The Contractor shall not be required to open normal-appearing UGR-A shipping cases to determine the condition and identity of individual case components.

ii. The Contractor shall segregate apparently damaged cases, and such damaged cases shall be presented to the US Army Veterinary Inspectors (VETS) who will determine if the cases are acceptable for issue or are damaged. Note: if one of two UGR-A semi-perishable cases is damaged, the entire semi-perishable ration module, i.e. both cases of the semi-perishable ration module, will be considered damaged, and both cases will be segregated and presented to the VETS.

iii. The Contractor shall provide the necessary services to assist the VETS in performing an open-case inspection on any UGR-A case(s) determined to be damaged. The VETS will inspect each of the components in the case, and determine the level of rework required, if any. In exchange for this open case examination, and rework if necessary, the Contractor will be paid a fee per case. The Contractor shall invoice for this payment with its monthly invoice.

c. Damaged shipping cases that are opened and inspected by the VETS and subsequently determined to be acceptable by the VETS, will be resealed and re-palletized by the Contractor. In the Receipt Information emailed to the DSCP Item Manager (Attachment 5), these Rations will be identified as Condition Code "A/INSPECTED".

d. Damaged cases that are determined by the VETS to contain damaged components, or have damage to the shipping case that precludes serviceable delivery, shall be reworked by the Contractor under the supervision of, and acceptance by, the VETS. For damaged components, the Contractor shall remove such damaged components and replace with comparable components, and re-seal and re-palletize the case(s). A detailed report of such rework shall be prepared by the Contractor, signed by the VET Inspector in Charge, and provided to the DSCP COR and faxed to the DSCP Item Managers, Joan Lutz, at 215-737-4115/9043 or Joanne Durante at 215-737-2958. The Government will reimburse the contractor the actual costs of any products supplied by the Contractor in the rework. In the event of unuseable shipping cases, the DSCP UGR-A-COR shall be immediately advised via email ugra@dscp.dla.mil for final disposition instructions. In the Receipt Information provided (Attachment 5), Rations successfully reworked will be identified as Condition Code "A/REWORKED". Rations determined to be damaged, and pending rework or other disposition, will be identified as Condition Code "H".

e. When cases are determined by the VETS to be damaged, and open-case inspection/rework is required, the UGR-A producer's shipping documents and the Government Bill of Lading document shall be annotated with the description of the damaged cases, to include: LSN, item, quantity, and description of damage. The annotated shipping document and GBL shall be promptly provided to the DSCP COR and faxed to the DSCP Item Managers, Joan Lutz, at 215-737-4115/9043 or Joanne Durante at 215-737-2958.

NOTE: UGR-A Rations delivered by the Contractor to Ordering Activities will be inspected at destination for condition, count and identity. Any reports of nonconforming product will be email reported by the customer to the UGR-A-COR, with a copy to the COR and Contractor. The Contractor shall be responsible only for damage that occurred during the receipt, storage, or delivery of the product. The Contractor shall not be responsible for any non-conformances related to the workmanship of the UGR-A manufacturer.

3. Store products under proper temperature controlled conditions. The Contractor warrants that the UGR-A rations delivered will be stored and shipped in accordance with the terms of the contract. The Contractor shall be liable for defects and/or loss of product due to inadequate storage, handling, inventory management, or shipment.

4. Rotate stock as necessary and issue products on First In/First Out (FIFO) or earliest Date of Pack/First Out basis unless otherwise directed by DSCP-COR or UGR-A-COR.

a. UGR-A's will have at least 4 months shelf-life remaining when delivered by the Government to the Contractor's facilities. Remaining shelf-life shall be determined by the Inspection Test Date (ITD) marked on the side of each case in a MMM/DD/YY

open date format. UGR-A rations delivered by the Contractor to the Ordering Activities shall have no less than 30 days remaining shelf-life at time of delivery, unless otherwise directed by the DSCP-COR or UGR-A-COR.

b. The Contractor shall not be liable for any UGR-A rations that go out of date (i.e. shelf-life expires) provided the Contractor ships UGR-A rations on a First-In/First-Out (FIFO), or earliest Date-of-Pack/First-Out basis. In the event the Contractor does not ship rations in this correct order, and such failure results in product going out of date, the Contractor shall (1) be responsible for the acceptable rework of such product, if possible, at no cost to the Government, or (2) the Contractor shall reimburse the Government the full cost of such product.

1. The Contractor shall maintain shelf life information on all inventories and immediately advise the DSCP UGR-A Item Managers, Joan Lutz or Joanne Durante, by email at ugra@dscp.dla.mil, if any inventory product shelf-life is less than 45 days, or is expected to be less than 30 days prior to delivery.
2. Dispose of any rejected/spoiled products as directed by the DSCP COR or UGR-A COR.

5. Deliver to Ordering activities set forth in the contract. **The Contractor shall complete delivery within 48 Hrs after receipt of MRO, except for Emergency Orders as described below.** At this time, FSI will be required to deliver UGR-A's to the following activity at this time:

Kadena AFB

The contractor will have all products palletized for "AIR SHIPMENT". This would include Tri-Wall and Dry Ice or any other packaging requirements to ensure the quality of the products in hot, humid climate from the time product leaves the warehouse to time it hits customer, including any time spent waiting at the airport and transit time. Estimated transit time is 48 to 72 hours. The pallets will be clearly marked with the "Mark For" or other "Exemption" information as specified.

C. Ordering UGR-As.

1. Ordering Activities will place requisitions for UGR-A rations directly to the DSCP Item Manager. Customers may place orders thru STORES or email to the following address: "ugra@dscp.dla.mil". Email orders shall be in the A01 MILSTRIP format and reflect the MILS data applicable to the end-use customer. STORES orders will be passed to DISMS as an A01 MILSTRIP requisition.

Note: UGR-A Ration items and LSNs shall not be included in the Contractor's electronic STORES catalogue, and Ordering Activities will not place orders directly with the Contractor.

2. Ordering Activities will be advised they should provide a 7-day order lead-time to DSCP. This will accommodate the 14-hour time difference between DSCP and the Contractor, and the evening batch cycles required to process orders thru DISMS.

3. The DSCP Item Manager will process customer requisitions thru DISMS to update the Government inventory records, bill the customer, and generate a Material Release Order (MRO) to the Contractor with a copy to the DSCP COR. MROs authorizing shipment and delivery of UGR-A rations to the TISAs will be emailed /faxed to the Contractor.

4. Emergency Orders are those requisitions that require less than 7-day order lead-time or require the Contractor to deliver UGR-A's less than 48 hours after receipt of MRO.

a. Ordering Activities that require UGR-A delivery in less than the 7-day "routine" lead-time should submit requisitions telephonically, personally, or via fax to the DSCP-COR at the DSCPP-Okinawa Support office as follows:

	DSN	Commercial
Phone:	315-637-1052,	011-81-6117-37-1051
Fax:	315-637-3742 ,	011-81-6117-37-3742

b. The DSCP-COR shall then immediately by telephone, personally, or fax, advise the Contractor of the UGR-A order and authorize shipment. The DSCP COR shall promptly provide the Contractor the MRO Information, **Attachment UGR-A6**. The DSCP COR shall assure that any customer "Exception data" is properly forwarded to the Contractor.

c. The DSCP-COR shall also promptly email/fax the MRO Information to the DSCP Item Manager at "ugra@dscp.dla.mil". The DSCP Item Manager will process the Order thru DISMS to satisfy the Government inventory records and to generate a bill to the customer.

D. Contractor's Billing Responsibilities:

1. Contractor will provide Ordering Activities' signed copies of MRO documentation (**i.e. proof of delivery**) to DSCP COR on the business day following delivery.

2. On a weekly basis, the Contractor shall submit a separate invoice for distribution of UGR-A Ration items to the DSCP COR, and an additional copy shall be emailed or facsimile transmitted to the DSCP Item Manager at the following:

email: ugra@dscp.dla.mil

fax: 215-737-4115 / 9043

DSCP COR will verify the invoice amount and certify that the Contractor's invoice is accurate. The Contractor will then submit the certified invoice to DSCP Contracting Officer or Contract Specialist.

3. Invoices shall be prominently annotated "UGR-A INVOICE" and include the following information. Each MRO line item delivered shall be completely described:

<u>Delivery Date</u>	<u>Requisition #</u>	<u>LSN</u>	<u>Nomenclature</u>	<u>Qty</u>	<u>Distribution Fee</u>	<u>Total Price</u>

4. Invoices shall be submitted to the DSCP-Contracting Officer or Contract Specialist on a weekly basis and include the complete deliveries made within the week. In the event the invoice does not correctly reflect the MROs issued to the Contractor, DSCP will advise DFAS and the Contractor of the Contractor's need to correct the invoice.

5. Contractor shall submit a separate Invoice for disposal of UGR-As. The Contractor will be paid the actual UGR-A Disposal/Salvage Cost.

6. Contractor shall submit separate Invoices for any charges for rework performed as directed by the COR or UGR-A-COR.

E. Schedule of UGR-A Prices:

- a. A distribution fee will be paid to the Contractor for handling, storing, distributing and reworking UGR-As.
- b. The Contractor will be paid the GFM Distribution Fee for handling, storing, and distributing UGR-As.
- c. The Contractor shall be paid a fee for open case inspection, and rework if necessary, on UGR-A as described in paragraph II.

F. Administration

a. For purposes of administering the requirements and provisions related to the UGR-A, Lois Dyduck, DSCP-HR, 215-737-3834, ldyduck@dscp.dla.mil until otherwise notified, is hereby designated Contracting Officer's Representative (COR) with authority conferred to the DSCP-Contracting Officer. The authority set forth is applicable only to the UGR-A distribution portion of the contract. The UGR-A COR is not authorized to make any changes or modifications to any other terms and conditions of the contract.

And is not authorized to act as the COR for any other semiperishable and perishable food products distribution portion of the contract.

b. The following Reports for the UGR-A shall be emailed to ugrreports@dscp.dla.mil. The Reports shall include the data for the entire month (first day to last), and shall be emailed no later than the fifth (5th) workday of each following month.

1. MONTHLY INVENTORY RECONCILIATION (see **Attachment UGR-A7**).
2. PROJECTED DEMAND REPORT (see **Attachment UGR-A8**).

23. INVOICING PROCEDURES FOR GOVERNMENT FURNISHED PRODUCTS

A. DSCP-Contracting Officer Representative (COR) will provide the contractor with "Customer Delivery/Receipt Documentation". The Contractor will use this document for selecting and preparing the shipment to the individual customers and as the invoice/delivery ticket upon delivery of items to the final destination point.

B. The Contractor will provide signed copies of the customer delivery/receipt document" to the DSCP-COR on next business day after delivery.

C. On a monthly basis, the Contractor will submit invoices for distribution of the Government Furnished Products to the DSCP-COR. The DSCP-COR will verify the invoice amount and certify that the Contractor's invoice is accurate. The Contractor will then submit the certified invoice (minus delivery tickets) to DSCP, Philadelphia – Contracting Officer.

D. Contractor is not required to accept returns of Government Furnished Products rejected by the ordering activity. The Ordering Activity will contact the DSCP-COR to report non-conforming products. DSCP-COR will provide disposition to instructions and issue credit to the Ordering Activity.

E. If the Ordering Activity deems that a replacement item of the rejected item is necessary, DSCP-COR will have the Contractor include the replacement items in with his next shipment to the Ordering Activity.

24. CUSTOMER SERVICE POLICY

A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

B. The Prime Vendor shall 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 requirement, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives are required to speak English, and must have the authority to make binding decisions on

behalf of the Prime Vendor on any concern, which, may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award.

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

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

E. Since many of our customers only have access to the Government telephone and FAX number to accommodate all customers.

25. 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 regularly. For example, the hospital supported under the proposed contract uses dietary products and items unique to a healthcare facility.

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

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

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

26. FORCE PROTECTION

The DSCP Subsistence Directorate provides subsistence logistics support to Pacific Region 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.

27. BREAKING CASES

Under the proposed contracts, the awardee will be required to break cases for spices. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

28. FOOD SHOWS

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

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate. The Prime Vendor will be expected to organize a food shows and to provide two booths to DSCP free of charge.

C. No later than two (2) weeks prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager 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; and
5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. National Stock Number (NSN) (if applicable)
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of the exhibitor representing the product
- f. Proposed Discount

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

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

29. Radio Frequency Identification Tags (RF Tags)

An RF Tag is 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 are typically attached to individual ocean containers. It is the objective of the U. S. Government to use RF Tags for overseas subsistence shipments in order to maintain total asset visibility (TAV) and enhance contingency operations. As a result, the Contractor may be required to utilize RF Tags from their CONUS facility to their overseas storage facility.

If required to use these Tags, the Contractor must have telephone lines with access to a toll free number, dedicated un-switched electrical outlets, and a dedicated PC. This would be required at both locations--CONUS and overseas. Currently, the dedicated PC will only be needed at the CONUS facility. All RF Tag equipment and software, except for the PC, will be Government Furnished Material (GFM) as provided in Clause 52.245-2, "Government Property."

30. Performance Based Distribution Fees (PBDF)

A. The awardee under this solicitation will be expected to maintain at least a 98% fill rate for the life of the resultant contract, including any options. This solicitation incorporates provisions for "performance based distribution fees " (PBDF's). Exclusively for the purpose of administering these PBDF's, a range in which performance may fall will be used for the application of fees. The use of this range for administration should not be taken to imply any deviation to the requirement to perform at 98% or above. The PBDF structure will be based on the contractor maintaining a fill rate between 97.5% and

98.5%, inclusive. If a higher range is proposed by the awardee and accepted by the Government, that range will be incorporated into the contract and will become the basis for subsequent fill rate based fee adjustments. The vendor will be responsible to invoice at the proper, applicable, distribution fee. Adjustments can be made if it is later determined that fees were paid in error.

B. Distribution fees negotiated for each category at the time of award, will be called the "standard contract distribution fees." The actual distribution fees paid, however, have the potential to be greater or lesser based on the performance of the vendor as measured by the product fill rate. Fill rate calculation will be based on the total number of cases shipped and accepted divided by the total number of cases ordered. In no case will a fill rate for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities) for that item be held against the fill rate for the purpose of determining the PBDF unless a minimum of thirty days notice was given for the confirmed requirement. For example, for a load-out order, with ten days notice, on a requirement of 400% of the vendor's AMD for the item, if the vendor filled 75% of the requirement (300% of AMD,) it would be viewed as 100% filled only for the purpose of determining the PBDF.

C. Fill rates on specialty orders (items not on the prime vendor catalog) will not be held against the prime vendor for determining PBDF, although they may be included in the calculations if the vendor desires.

D. Distribution Fees Calculations:

The prime vendor is required to maintain a cumulative quarterly (running total) fill rate (total cases shipped and accepted during the quarter divided by the total number of cases ordered during the quarter) of between 97.5% and 98.5% inclusive, before substitutions, for all customers. For the purpose of determining the quarterly rate, the vendor should detail at least two decimal places without rounding. For orders completed during implementation and during the first quarter of the contract, the vendor will be paid the standard contract distribution fee. The first quarter will commence the first calendar day of the first month following the completion of contract implementation. On the last day of the first quarter (the last day of the third full calendar month following the start of the quarter), the vendor will calculate its' cumulative quarterly fill rate. This fill rate will be the basis for the next quarter's distribution fees and will be effective on the first calendar day of the next quarter. Subsequent quarter's distribution fees will be calculated in the same manner, with the second quarter's fill rate becoming the basis for the distribution fees in the third quarter and so on. If the vendor achieves a fill rate of between 97.5% and 98.5% inclusive, before substitutions, it will be paid the standard contract distribution fees. If the vendor achieves a fill rate of 98.51% or above, before substitutions, the standard contract distribution fees will be increased by 10%. If the vendor achieves a fill rate of 97.49% or less, the standard contract distribution fees will be decreased by 10%. However, the standard contract distribution fee will not be increased if the fill rate on any order is less than 90% during the determining quarter. For example, a vendor supplying a 98.5% fill rate during the first quarter would not be eligible to receive the 10% increase

in the standard contract distribution fee for the second quarter if even one order supported during the first quarter is supplied at 90% or less.

E. This method will be continuously applicable to the base contract as well as options. For example: the cumulative quarterly fill rate for the last quarter of the base period will serve as the basis for the new option year's first quarter distribution prices.

F. Any premiums paid for performance in the final quarter of a contract or option that will not be renewed will be subject to recoupment if the contractor's performance during that quarter falls below a fill rate of 98%. For any bonus earned during the final performance period of the contract, the Contracting Officer will authorize a one time payment based on the quantity of product actually delivered during the last quarter of the contract.

31. BACK UP PRIME VENDORS

The offeror that is awarded the Prime Vendor contract under this solicitation may become potential backup supplier for Korea, Guam, Japan, Singapore and Diego Garcia, should a Prime Vendor be unable to support (for any reason) customers covered under its contract. Offeror's agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate distribution fees will be negotiated as necessary.

32. NON-COMPETITION

The offeror warrants that it will not actively promote, encourage, or market to any of the customers on this acquisition, away from a resultant DSCP contract, and onto a contract of any other Government agency or commercial entity.

33. TITLE

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

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

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

DESCRIPTIONS / SPECIFICATIONS

1. DEFENSE APPROPRIATIONS ACT

A. All items supplied under the contract awarded, as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2533a 2001) 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.

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food products supplied to the military, which are paid for by appropriated funds, must be 100% grown and produced in the United States or its possessions. This would not apply to commissary resale items or for the acquisition of those specific items listed as follows:

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.	

C. For additional information, please consult the DoD FAR Supplement at 225.7002(1-3) "Appropriations Act Restrictions" and/or contact the Contracting Officer.

1. During the year, the Contracting Officer may issue individual domestic non-availability determinations when warranted. A notice will be issued to the Prime Vendor as the determination(s) is (are) made. NOTE: Customers are not permitted to make this determination independently.

2. If there are any changes to the Berry Amendment during the term of the contract, the Contracting Officer will notify the Prime Vendor.

D. Vendor must identify any offered food items that are not domestic when submitting offer. Lack of identification of non-domestic item is Offeror's certification of compalince.

2. ORDERING SYSTEM

A. Most customers listed within this solicitation are currently using the Subsistence Total Order and Receipt Electronic Systems (STORES). However, there are some customers for which the vendor will be required to provide their commercial electronic ordering system. Some customers may be able to use "STORES on the web". The purpose of STORES on the web is NOT to replace the current system, but it provides an additional option for sites with special needs and requirements.

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

1. STORES is the Government's translator/ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 2 provides 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, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items. It may be possible during the life of this contract that all customers will 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
 - 820 Payment Voucher Information
 - 832 Catalog (Outbound - Vendor to DSCP)
 - 850 Purchase Order
 - 861 Receipt
 - 997 Functional Acknowledgment
4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.
5. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

3. ORDER PLACEMENT

All orders are on a "fill or kill," basis. 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." The Prime Vendor must provide a number and ordering procedures for handling emergency requirements outside the general provisions set forth above. This would be used to facilitate the support of emergency situations.

4. ORDER FILL OR SUBSTITUTION POLICY

All supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office. Offerors are required to have procedures for handling not-in-stock (hereinafter NIS) situations. The Prime Vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price.

4. PRODUCT QUALITY/SHELF LIFE

A. The Prime Vendor will be expected to deliver the freshest food possible and within the established shelf-life (i.e., Expiration Date). For annual pack items, products will be from the latest seasonal pack available. All products delivered by the Prime Vendor will have an open coded "Date of Pack" (DOP) and an open coded "Use by Date", "Sell by Date" or similar marking indicating the end of the guaranteed freshness date hereinafter called the "original shelf life." A minimum of 14 days of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life.

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.

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

C. Level of Product Quality

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

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

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

c. Equivalent in respect to grade or fabrication.

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

6. QUALITY PROGRAM

A. Supplier Selection

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

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

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

7. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

8. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

A. Applicable food products, e.g. poultry, dairy and seafood items delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

B. The following is the Internet Link to VETCOM'S Directory of Sanitarily Approved Food Establishments. Currently, access to this system will be authorized to vendors only upon written request to the contracting officer, and will be granted for a period of six months. This request can also be refreshed to permit an extension of the access time on an as needed basis.

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

9. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for each of the "Market Basket" items identified in this solicitation.

B. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited in the schedule of items. Bid sheets are not considered technical descriptions.

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

10. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS

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

B. National Food Audits

Basic Audits:

1. The DSCP National Food Audit Program, covering all Food Classes within a Prime Vendors' catalog (Meat, Poultry, Seafood and Processed Products) functions as a Service and Quality Assurance check for our DOD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

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

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

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

4. For each Prime Vendor it is expected that an audit would be conducted once per contract year. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. The Audits are conducted in a seminar setting with participation from you and your suppliers. The average cost of a Meat Audit is approximately \$6,000.00, and the average cost of a seafood audit is expected to be approximately \$3,000.00. As a Prime Vendor you will be expected to provide samples of the government's choice up to a dollar value ceiling of \$6,000.00 for Meat and Poultry products and \$3,000.00 for Seafood and Processed products. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

5. Audit Results:

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

6. Follow-up Audits:

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

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

7. The Government reserves the right to expand this program into any and all categories of subsistence items. Samples will be required as above within negotiated limits.

11. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

A. Definition

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

B. USDA - FSIS HACCP Regulation/Requirements

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

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C. FDA HACCP Regulation

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

**12. JUICE AND DRINK DISPENSERS, HOT COCOA, SOFT SERVE/
YOGURT MACHINES**

A. When requested, the contractor is required to furnish beverage dispensing machines, beverage products, hot cocoa, and soft serve/yogurt machines as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment shall be the sole responsibility of the contractor.

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

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

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

13. HOT SOUP, MASHED POTATO AND CEREAL DISPENSERS

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

14. BRAND NAME ITEMS

The customers that will be serviced by the contracts made as a result of this solicitation have the capability of ordering Brand Name products.

PACKAGING AND MARKING

1. PACKAGING, PACKING AND LABELING

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

B. To assure the receiving activity may properly handle and store items, standard commercial precautionary markings such as KEEP FROZEN, KEEP REFRIGERATED, GLASS - HANDLE WITH CARE, etc. shall be used on the shipping boxes when appropriate.

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating should provide a product code number key to the Account Manager and each customer facility. Items other than semiperishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

D. All beef, pork, lamb and veal items shall be packaged in a vacuum process and gas flushed, or vacuum packed, and wrapped in polyethylene wrapping, or vacuum packed. Poultry shall be packaged in a vacuum process and sealed in polyethylene bags. Frozen seafood will be wrapped in polyethylene wrapping. **Frozen products 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.) Case weights should not exceed 60 pounds. Case weights for high volume items should not be less than 40 pounds.

E. Commercial cartons will be used for all boxed items; however, these cartons must be of construction sufficient to protect the product throughout shipping, transportation, and handling of the product to arrive at the ultimate destination in good condition.

F. Shipments of flour, sugar, salt and rice must be packaged in a commercially acceptable configuration to assure safe arrival in Okinawa, Japan and still be in good condition for pick up and delivery (i.e., picking, staging, loading of palletized product onto military or CULT vehicles) to the using customer.

2. UNITIZATION

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

B. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

3. MARKINGS

A. **ONLY** Date of Pack and Shelf Life Markings and/or Best If Used By Date are required for **Army, Air Force and Marine Corps customers.**

B. **For Navy customers only**, shipping cases shall be marked or labeled on one end or side panel with the following information **when required:**

NSN
FIC (Navy Food Identification Code)
Item Nomenclature
Quantity
Unit Pack
Unit of Issue
Case Weight and Cube
Date of Pack
Product Expiration Date

NOTE: Bar Codes are not required on shipping cases.

C. Palletized/containerized unit loads shall be stenciled, printed, or labeled on two adjacent sides as follows **for Navy customers only, when required:**

NSN
Item Nomenclature
Quantity, size and unit (quantity is the number of shipping cases in the unit load such as 40 Cs., 24 No. 2 ½ Cans)
Contract Number, Including Delivery Order Number and Lot Number
Name and Address of Prime Vendor
Date of Pack
Gross Weight and Cube
Prime Vendor's Name and Address
Date of Pack

Expiration Date

4. IMPORT CERTIFICATES AND REQUIREMENTS

A. The successful Prime Vendor will be responsible to comply with all applicable import certificates and requirements for the zones they support. Form numbers are provided herein as examples, but, may change or update from time to time. It is the vendor's responsibility to provide the proper documentation to adhere to all current importation requirements in order to comply with all applicable standards of in country officials within Japan. The certificates requested herein are for the safety of our customers, to be presented to VET and other authorized inspectors upon receipt.

The following current USDA websites are provided to aid vendors in obtaining up to date information:

For Japan: <http://www.fsis.usda.gov/OFO/export/japan.htm>

PLANTS ELIGIBLE FOR EXPORT

All federally inspected establishments are eligible to export to Japan. Exporters should be aware that establishments not listed in the Meat and Poultry Inspection Directory may experience delayed entry into Japan.

Contact the Technical Service Center at (402) 221-7400, if the website is unavailable, or, for further assistance/information.

B. The Prime Vendor Contractor is responsible for all export and import customs documentation required to ship products through Japan including, but not limited to the following:

MANIFESTS
INSPECTION CERTIFICATIONS
TRANSPORTATION DOCUMENTS
PHYTOSANITARY CERTIFICATES
HEALTH CERTIFICATES
WHOLESOMENESS CERTIFICATES

SPECIAL CONTRACT REQUIREMENTS

5. HEALTH CERTIFICATES & EXPORT CERTIFICATION REQUIREMENTS

NOTE: Special requirements for export of animal products (meat, poultry, dairy & water foods).

A. Several Inspection Agency health forms/certificates are identified below. **This is not an all- inclusive list. There may be additional forms/certificates required. It is the responsibility of the Prime Vendor to ascertain which forms/certificates are required for customs clearance at the particular Port of Debarkation (POD) and to assure movement of product to a specific warehouse/platform location. Products delivered to a POD without the required and properly executed certificate(s) will be rejected.** The following U.S. Department of Agriculture (USDA) website is provided to aid vendors in obtaining up-to-date information in regard to USDA export requirements: http://www.fsis.usda.gov/oho/export/explib.htm#cr_alpha.

(1) USDA Forms:

(a) Meat & Poultry Food Safety Inspection Service (FSIS) Forms:

9060-5	Export Certificate of Wholesomeness for Meat and Poultry
9290-1	Certificate for export to Japan
9060-9	Pharmaceuticals Requirements

(b) Egg Products:

PY-200	Egg Product Inspection and Grading Certificate for liquid eggs. Information relative to egg products inspection can be obtained by calling the USDA, FSIS office in Omaha, NE at 1-402-221-7400.
PY-210	USDA inspection and grading certificate for fresh eggs.

(2) FDA Forms: For Egg Beaters, Egg Substitutes, The FDA provides a "Certificate of Free Sale." The FDA point of contact can be reached at 1-301-436-1400.

(3) The United States Department of Commerce (USDC) has cognizance over water foods. Certificates are issued in accordance with applicable rules and regulations:

USDC Export Health Certificate	Available in a specific language
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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 - JAPAN (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

INSPECTION AND ACCEPTANCE

1. INSPECTIONS AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military veterinary inspector or the dining facility manager.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

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

2. WARRANTIES

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

3. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

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

4. REJECTION PROCEDURES

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

B. When product is found to be non-conforming or damaged, or otherwise suspect, the veterinary inspector shall notify the responsible food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative, or, the end-user customer.

C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager.

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

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

DELIVERIES OR PERFORMANCE

1. CONTRACTOR ACCOUNTABILITY

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

2. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

In the event that follow on contract is awarded to firm other than the incumbent Prime Vendor, the Government intends to: (i) make award approximately 60 to 120 days prior to expiration date of the incumbent and (ii) establish a time phased transition schedule during the incumbent contract's final 60 to 120 days of operation. During the implementation period, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor and (2) the New Prime Vendor.

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

Within (60) days after notification of award, the new 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 ward. The New Prime Vendor shall fully prepare to support all customers under the contract award at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new Prime Vendor contract when incumbent contract expires. However, the Government reserves the right to phase in customer ordering points in the best interest of the Government.

3. ITEM AVAILABILITY

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

4. POINT OF DELIVERY

A. Deliveries shall be F.O.B. destination to all delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point either at the time of delivery or at a subsequent delivery. Deliveries shall be scheduled according to the customers' timetable as listed on **Attachment 3**.

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

C. Products for each customer/dining facility must be segregated. Some of the military bases have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

D. The Offeror shall ensure that the personnel loading and delivering the product to a site provide prompt and efficient service to the customer. **Drivers should carry picture ID's, and comply with any internal ID and security requirements of the specific site.** Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.

E. The Prime Vendor should be aware that projected feeding strengths are subject to fluctuations based on a variety of factors, i.e. seasonal increases/ decreases in personnel, surges in personnel during crisis situations or deployments/homecomings. The Prime Vendor Customer Service Representative should maintain open communications with the customers in Okinawa, Japan and be aware of these fluctuations and any other situations that may affect quantities ordered under the contract or any other information that would be pertinent to the Prime Vendor.

5. FILL RATE / SUBSTITUTIONS

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

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

$$\text{Example } \frac{190}{200} \times 100 = 95\%$$

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

NOTE: Substitutions **MUST** be approved by authorized customer personnel **PRIOR** to shipment.

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 fill rate that meets at least that level of service. The proposed fill 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 98% or higher will become the contract requirement upon award.

C. Forty-eight (48) hour – surge customers are not required to be included in the fill rate calculation until the customer has been on board for 30 days, unless the vendor desires.

6. ORDER PLACEMENT

A. The individual customers will place orders on an “as needed” basis. Delivery orders will be transmitted to the contractor through EDI, e-mail, and facsimile. Telephonic orders will be accepted in emergency situations or to make order adjustments only. Telephonic orders/adjustments shall be confirmed in writing.

B. Delivery will be in accordance with the following on schedule:

<u>Order Day</u>	<u>Delivery Day</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday & Friday	Monday

7. HOLIDAYS

A. All orders are to be delivered as stated above except for Federal holidays as indicated below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery will take place on the next business day.

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

Holidays that may be observed in the Japan are listed below:

New Year (shogatsu)	Coming of Age (seiji no hi)
National Foundation Day (kenkoku kinenbi)	Spring Eqinox Day (shunbun no hi)

Green Day (midori no hi)	Constitution Day (kenpo kinenbi)
Between Day (kokumin no kyujitsu)	Children's Day (kodomo no hi)
Autum Equinox Day (shubun no hi)	Ocean Day (umi no hi)
Respect for the Aged Day (keiro no hi)	Health and Sports Day (taiiku no hi)
Culture Day (bunka no hi)	Emperor's Birthday (tenno no anjobi)
Labour Thanksgiving Day (kinro kansha no hi)	

B. If your firm observes a holiday that is not listed above, those dates must be listed below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

Contractors! List any additional holidays that you observe:

_____	_____
_____	_____

8. EMERGENCY ORDERS

The Contractor must be able to receive and process purchase orders on any day of the week to include all Federal and Local Holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two "emergency" orders (excluding mobilization actions) per month per customer at no additional charge. Willingness to support additional emergency orders may be viewed as an enhancement of an offeror's proposal. All emergency orders for supplies must be same day service. Expeditious fulfillment of the emergency requirements is imperative. Any "emergency" order(s) over and above the minimum may be charged to the ordering facility at a to-be-determined rate, as negotiated with DSCP. Not-In-Stock replacement fills by the Prime Vendor with alternate items to the customer on day of delivery will not be considered an emergency order.

The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. The offeror is required to submit their plan for handling emergency orders; as well as what they actually consider an emergency, and additional costs, if any.

9. AUTHORIZED RETURNS

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

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled

5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature; and
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error

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

10. SHORT SHIPMENTS / SHIPPING ERRORS

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

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.

11. CONTINGENCY REQUIREMENTS

SURGE/MOBILIZATION/OPERATIONAL DEPLOYMENT CAPABILITIES:

Descriptions and Specifications for Award

The Department of Defense (DoD) realizes that the commercial sector is not normally required to react to accelerated requirements and to sustain those increased demands for long periods of time. However, in the interest of national defense, the awardee will be accountable for contingency performance as defined below.

The government reserves the right to verify the proposed contingency capability. This will require government personnel to have access to records, system data, and facilities when needed. Access to any confidential information provided by the vendor will be limited to duly accredited officials of the Department of Defense such as the contracting officer, technical panel members and approving officials, who are prohibited from disclosing such information.

A. Surges

1. The Prime Vendor will have to be capable of supporting “surge” situations in Okinawa. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a “surge” situation would be

that the Services may encounter an unscheduled arrival of a ship with only a few hours notice; or a shore customer may have to feed anywhere from 1,000 - 10,000 extra troops for a period of up to thirty (30) days on approximately two (2) days notice. It is estimated that a "surge" could require up to the following quantities of food:

Dry 325 pallets
Freeze 175 pallets
Chill 40 pallets

2. 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. The Prime Vendor must be able to support the referenced items/quantities **within 24 hours** after receipt of order.

3. The contractor will have the ability to meet the timeframes needed to ramp-up for the increased quantities and have the ability to sustain this increased ordering. The contractors must have the ability to utilize additional suppliers, subcontractors, have access to additional warehouse and distribution operations, and have the ability to move massive quantities of food.

B. Mobilization

1. The Prime Vendor must be capable of handling a full-scale military mobilization or a national emergency wherein consumption could easily increase four to five times at customer location(s) supplied by the Prime Vendor's facility in Okinawa, Japan. Normal mobilization strategies provide lead times of at least thirty (30) days to build to the necessary support level.

2. The contractor must be able to demonstrate the capability to do this with a maximum of thirty (30) days notice.

3. The contractor must submit a readiness plan indicating the amount of increased demands that can be handled, the minimum length of time the contractor would require to ramp-up, and the length of time the contractor could sustain this increased pace.

4. The contractor will submit evidence of their ability to utilize additional suppliers, subcontractors, access additional warehouse and distribution operations and the ability to move massive quantities of food for protracted periods of time.

5. While the contractor may be given a maximum of thirty (30) days of lead-time, it is imperative that the contractor be able to meet potential operational requirements, regardless of the lead-time.

C. Operational Deployment

1. The contractor must have the ability to support an unknown number of troops deployed to one or more unknown operational deployment areas (outside normal delivery points) for an unspecified period of time, with at least thirty (30) day's notice.
2. The contractor must demonstrate the ability to support requirements on the level of a surge or mobilization.
3. During peacetime as well as deployments, the Prime Vendor may have to deliver products to airfields and repackage products (dry ice and boxes) for airlift.

D. Surge Tests

At some point, during the course of the contract, the Prime Vendor can expect to be given a surge test. Due to the nature of the test, the actual date of the test will be without advance warning. A briefing as to procedures utilized will be given in greater detail prior to the vendor being subject to such an exercise. Although it will be a "paper," test only, in that actual product will not be delivered, the Vendor's plan of action is expected to be realistic, executable, and to reflect product which is genuinely available and within shelf- life requirements. The Prime Vendor will be expected to cooperate, and will not be paid additional fees for undergoing this test.

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 the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strike, 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.

CONTRACT ADMINISTRATION DATA

1. CONTRACTING AUTHORITY

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

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

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer. Such requests may be submitted through the in country COR (Contracting Officer's Representative,) who will, in turn, seek clarification from the Contracting Officer.

2. INVOICING

A. 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.**

B. 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"; i.e., not through the STORES or STORES on the Web systems, the vendor will be required to invoice manually (see commercial invoicing below):

C. Each invoice should contain sufficient data for research and payment purposes. This includes:

1. Contract Number
2. Call Number
3. Purchase Order Number
4. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
5. Item Nomenclature
6. Quantity purchased per item in DSCP's Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Total dollar value of invoice recalculated, if applicable

D. It is strongly preferred that there be only one (1) invoice per customer facility per delivery; 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.

E. Add-on Items - When a customer adds an item to an existing order (e.g. 9999, Clin 123), the 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 Contractor to invoice as above. Compliance with the above will help us help you receive your payments in a timely manner.

3. ELECTRONIC INVOICING

A. All invoicing of STORES orders for payment is to be filed electronically, using EDI Transaction set 810. (See Attachment 5).

B. All invoices submitted must be clean, i.e. all debit/credits must be correct prior to submission.

C. 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.

D. The same invoices cannot be submitted with different dollar amounts.

E. The contractor will be required to submit test Transactions sets 30 days prior to first order.

F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

G. 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.

4. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition. The mailing address is:

Defense Finance and Accounting Service, Columbus Center
Attn: DFAS-CO-SEPS
P.O. Box 182317
Columbus, Ohio 43218-6260

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

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

D. All Contractors must have the ability to accept an 820-transaction set from your financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

E. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses".

5. ADMINISTRATION

A. DSCP Philadelphia will perform administration of the contract.

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

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

SPECIAL CONTRACT REQUIREMENTS

1. NOTICES 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 requirements from the successful Prime Vendor. Once the guaranteed contract minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

2. MANAGEMENT REPORTS

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

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

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

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

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

E. Product Line Item Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units received, total dollar amount of units

ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

F. Small Business Subcontracting Report -

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses and Hub zones. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

NOTE: the SBA must certify SDB and HUB Zone businesses.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

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

H. Fill Rate Report - the fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Misspicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, returned, damaged, miss-picks, etc., should be listed. This report should reflect the rates with and without substitutions. All substitutions should be listed, along with the reason they were substituted. The report should specify fill rates per customer/dining facility and an overall average for the month.

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

J. Rebate Reports –

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

2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

3. Food Show Rebates - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

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

L. AMD Report/Assets on Hand Report: Every month, the vendor should submit a report of assets on hand, anticipated usage, and assets on order.

M. Weekly Fill Rate Report- The Prime Vendor will submit weekly report reflecting the previous weeks business, by customer and overall, to 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, mis-picked and etc.
4. List all items that were "substituted", and indicate the reason they were substituted.

3. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

4. THEATRE SUPPORT

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. The Contracting Officer will resolve disputes. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or later the scope of work to be performed, 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 cognizant 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 directed by the Contracting Officer.

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.

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 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 the contract or as directed by the contracting officer.

The contractor will prepare plans for support as required by the contract as 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.

Vehicle and Equipment Operations.

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 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.

Security Measures/Force Protection

As the 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. Reviewing 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 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 tempering must be reported immediately.

Passports, Visas and Customs.

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.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to.

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.

Tour of Duty/Hours of Work

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or hi/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.

**CONTRACT CLAUSES, REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF CONTRACTORS.**

**52.212-1 INSTRUCTIONS TO CONTRACTORS -- COMMERCIAL ITEMS
(OCT 2000)**

(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 100 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 names, address, and telephone number of the Contractor;
- (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 Contractor 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.

Contractors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Contractors 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 Contractor 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 Contractors. Therefore, the Contractor's initial offer should contain the Contractor'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 Contractor 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 Contractor specifies otherwise in the offer.

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

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

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

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

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

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

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

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

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

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

(3) 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.)

The Contractor shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the Contractor's name and address. If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An Contractor within the United States may call 1-800-333-0505. The Contractor may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for Contractors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an Contractor is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

**ADDENDUM TO 52.212-1 INSTRUCTIONS TO CONTRACTORS -
COMMERCIAL ITEMS (OCT 2000)**

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 4, for any specific instructions on how to submit your offer if mailed, hand-carried or faxed (when authorized).

Faxed offers are NOT authorized for this solicitation.

2. Paragraph (b), Submission of offers, is expanded as follows:

- (12) Proposal Preparation - SEE "Instructions, Conditions, and Notices to Offeror"

3. Paragraph (c) Period of Acceptance of Offers

Period of acceptance is 180 days.

4. Paragraph (h) Multiple awards.

The Government intends to make one award.

Offers may be submitted for quantities less than those specified.

52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

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

- I. Corporate Experience/ Past Performance
- II. Force Protection
- III. Distribution System/Quality Assurance
 - A. Distribution and Resources
 - B. Quality Control and Assurance Procedures
 - C. Inspection and Sanitation
 - D. Location
 - E. Supplier Selection Program
- IV. Customer Support
 - A. Customer Service Approach
 - B. Ordering System
 - C. Recall Procedures
 - D. Product Availability/Technical Descriptions
 - E. Surge/Mobilization/Readiness
- V. Socioeconomic Factors (non-price factors)
 - A. Socioeconomic Considerations
 - B. Javits-Wagner-O'Day (JWOD) Act Entity Support
 - C. DLA Mentoring Business Agreements (MBA)

(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 Contractor 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.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (JAN 2001) ALTERNATE I (OCT 2000) ALTERNATE
III (OCT 2000)**

(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.

“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 Small Business Concern” means a small business concern--

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

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

“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.

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

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

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

(2) The TIN may be used by the Government to collect and report 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 is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small Business Concern.

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

(2) Veteran-Owned Small Business Concern.

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

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

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

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

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

(4) Small Disadvantaged Business Concern.

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

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

(5) Women-Owned Small Business Concern.

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

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

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

(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 24, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) 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.

(11) HUBZone Small Business Concern.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (JAN 2001) ALTERNATE I (OCT 2000) ALTERNATE
III (OCT 2000) (CONT'D)**

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

The offeror represents as part of its offer that--

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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--Balance of Payments Program Certificate.*

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

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.

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

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

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

The offeror certifies, to the best of its knowledge and belief, that--

(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;

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

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

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) 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 clause 252.247-7023, 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.

**52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(FEB 2002)**

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions--Commercial Items (May 1999)

(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 performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

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

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

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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. The Contractor shall submit an original invoice and three copies (or electronic invoice) to the address designated in the contract to receive invoices.

An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

An Electronic Invoice must follow the information in the attached 810 Transaction Set, version 3050, Electronic Invoice Attachment 2 page 176 to 204

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

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

(p) Limitation of liability. Except as otherwise provided by an express or implied 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.
- (9) The specification.

**ADDENDUM TO CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS (FEB 2002)**

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

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

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

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

(c) Changes.

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

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

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

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

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

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

3. Paragraph (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.

4. Paragraph (o), Warranty, is revised to add the following:

“In the event that a product recall is initiated by the Contractor, supplier or manufacturer, the Contractor should follow the procedures as outlined below:

(1) Immediately notify the following personnel:

(i) Customers that have received the recalled product

- (ii) DSCP Contracting Officer
 - (iii) DSCP Account Manager
 - (iv) DSCP Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DSCP Consumer Safety Officer:
- (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator).
- (3) The Contractor should provide a Final Status Report of Recall, when completed, to the DPSC Consumer Safety Officer.”

4. Paragraph (t), Price Changes, is added as follows:

“(t) Price Changes

(1) Definitions:

- (i) **Unit Price** - The total price per unit for a product delivered to the Government consists of two components: “delivered price” and “distribution price”. This price shall not extend more than two (2) decimal point.
- (ii) **Delivered Price** - The actual invoice price (in U.S. currency) of the product paid to the manufacturer/supplier, delivered to the Contractor’s CONUS facility (sometimes referred to as the landed cost).
- (iii) **Distribution Price** - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. This distribution price will consist of the Contractor’s projected general and administrative costs, overhead, profit, packaging costs, transportation costs, (excluding point to point ocean transportation costs) and any other expenses.
- (iv) **Ocean Shipping Costs** - Includes all costs from the facility in CONUS where the vans are packed (wherever located) to the OCONUS facility (ies) where the vans are unloaded

The cost of ocean transportation is considered to be part of the delivered price but will be billed separately due to the requirement to pay these costs from a different account than the food costs. All ocean transportation costs from the Contractor’s CONUS facility to the OCONUS facility (s) will be segregated from the price of the product. Accordingly, for purposes of submitting offers under this solicitation, “point to point” ocean transportation costs will be ignored. The Contractor will detail all ocean transportation costs to DSCP via a separate memorandum voucher.

(2) Effective Period of Prices. Pricing will be at the time of order. These prices will be fixed until delivery, provided that the 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. The Contractor warrants that the current delivered prices do not include any allowance for possible future increases. The vendor may not submit its invoices to DFAS Columbus for payment until notified by the customer that all products has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. PARAGRAPH (u), CONTRACTOR’S WILL BE RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING SPECIAL CLAUSES WHICH PERTAIN TO THE CONTRACT PERFORMANCE IN OKINAWA JAPAN AS FOLLOWS:

INVITED CONTRACTOR STATUS - TECHNICAL REPRESENTATIVE

a. During the term of the contract, invited contractor status shall be extended to U.S. citizen employees of the contractor not ordinarily resident in Japan who are necessary for the execution of the contract, subject to final approval by the appropriate commander

upon application of the contractor. Said status is being granted pursuant to Article XIV of the Agreement Under Article VI of the Treaty of Mutual Cooperation and Security Between the United States of America and Japan Regarding Facilities and Areas and the Status of United States Armed Forces in Japan (hereinafter the Status of Forces Agreement). The presence of the invited contractor in Japan will be subject to all U.S. Forces regulations and directives pertaining to civilian component personnel within the country. The following privileges are hereby extended to the *contractor* representative in accordance with current U.S. Department of Defense Directive, Military Base Interservice Support Agreements and the Status of Forces Agreement of January 19, 1960 (as amended) between the United States and Japan:

(1) Rights of accession and movement as provided for in Article V, paragraph 2, of the Status of Forces Agreement:

(2) Entry into and exit from Japan as “exempt personnel” as set forth in Article IX of the Status of Forces Agreement. Contractor will comply with all terms and conditions set forth in the Article as regards identification and documents.

(3) The exemption from customs duties and other charges provided for in Article XI, paragraph 3, for members of the United States armed forces, the civilian component, and their dependents;

(4) Base or Post Exchange (BXIPX), exchange service station, purchase of petroleum and oil products, postal facility, theater and commissary privileges, subject to appropriate Merchandise Control Directives and also subject to approval of the facility commander providing such services;

(5) Laundry and dry cleaning facility use, subject to the approval of the facility commander providing such services;

(6) Military banking facility use, subject to the approval of the facility commander providing such services

(7) Transient billeting facilities on a space available basis;

(8) Open mess (club) membership, as determined by each respective club;

(9) Casualty assistance (mortuary services) on a reimbursable basis, as specified in AFM 143-2;

(10) Routine medical care on a reimbursable basis, in accordance with AFR 168-2;

(11) Dental care for emergencies only, on a reimbursable basis;

(12) **Local** recreation services on a space available basis, subject to the approval of the organization providing such services;

- (13) Privately owned vehicle operators license, in accordance with the **appropriate U. S. Forces requirements;**
- (14) Registration of a privately owned vehicle (POV) in accordance with appropriate U. S. Forces requirements;
- (15) Use of legal office for powers of attorney and notary services only;
- (16) Exemption from the laws and regulations of Japan with respect to the terms and conditions of employment.

(b) Whenever the word reimbursable is used herein, it means that the contractor shall pay the United States Government for the services rendered or the supplies utilized.

(c) The above privileges are granted to United States citizen personnel not ordinarily resident in Japan so long as they are employed by the contractor under this contract as an employee. These privileges are not available to employees of subcontractors or to any other persons who are not direct employees of the contractor, including independent contractors. Any violation of the privileges or the requirements under which they are granted will be cause for immediate withdrawal of such privileges for the principal and/or his dependents, and could result in the withdrawal, in the sole discretion of the area commander, in total loss of such privileges to all technical representative personnel of the contractor.

(d) The above privileges are granted for the sole purpose of working as a technical representative under this contract. The invited contractor cannot perform any work in the Japanese market while continuing to have invited contractor status.

(e) The contractor, by executing this modification, hereby agrees that the failure to grant any privilege, or the withdrawal of any or all of the privileges for the reasons cited in paragraphs (c) and (d) above, or for the failure to comply with any provision set forth in the Status of Forces Agreement, will not affect nor constitute grounds for delay in or nonperformance of any portion of this or any other contract, nor will such actions constitute the bases for any claim against the United States Government or any Government employee based on the contract or any portion thereof."

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) [DEVIATION]

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

- (1) **52.222-3**, Convict Labor (E.O. 11755).
- (2) **52.233-3**, Protest After Award (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 or components:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the Contractor elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) **Alternate I** to 52.219-5.
- (4)(iii) **Alternate II** to 52.219-5.
- (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the Contractor elects to waive the adjustment, it shall so indicate in its offer).
- (8)(ii) **Alternate I** of 52.219-23.
- (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (13) **52.222-26**, Equal Opportunity (E.O. 11246).
- (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

- ___ (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (18) through (20) are not applicable and have been deleted.*
- ___ (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- X (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- X (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (28)(ii) **Alternate I** of 52.247-64.

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

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (May 2002)

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

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

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

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

 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

_____	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).
<u> X </u>	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
_____	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<u> X </u>	252.225-7012	Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
_____	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
_____	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
<u> X </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	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).
_____	252.243-7002	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) (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 (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

225.872 Contracting with qualifying country sources.

225.872-1 General.

(a) As a result of memoranda of understanding and other international agreements, the DoD has determined it inconsistent with the public interest to apply restrictions of the Buy American Act/Balance of Payments Program to the acquisition of defense equipment which is mined, produced, or manufactured in any of the following countries (referred to in this part as "qualifying countries")-

- Australia
- Belgium
- Canada
- Denmark
- Egypt
- Federal Republic of Germany
- France
- Greece
- Israel
- Italy
- Luxembourg
- Netherlands
- Norway
- Portugal
- Spain
- Switzerland
- Turkey
- United Kingdom of Great Britain and Northern Ireland

(b) Individual acquisitions for products of the following qualifying countries may, on a purchase-by-purchase basis, be exempted from application of the Buy American Act and Balance of Payments Program as inconsistent with the public interest-

- Austria

Finland
Sweden

(c) The determination in paragraph (a) of this subsection does not limit the authority of the cognizant Secretary to restrict acquisitions to domestic sources or reject an otherwise acceptable offer from a qualifying country source in instances where considered necessary for national defense reasons.

**252.212-7000 CONTRACTOR 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 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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."

ADDENDUM TO 252.212-7000 CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS (NOV 1995) DFARS

Paragraph (c), above, does not apply to this acquisition.

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 Contractor 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 non-procurement programs.

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

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

Name and Address of Contractor(s)

(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 Contractor 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 Contractor 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, Contractors 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 Contractor as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

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

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

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

52.211-9P36 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 the 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.

52.212-9000 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)).

AUTHORIZED NEGOTIATORS

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

_____.

_____.

_____.

Phone Number: _____.

FAX Number: _____.

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

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

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

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

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

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

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

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

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

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

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

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

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

(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.

52.215-9P09 PRE-PROPOSAL CONFERENCE (JAN 1992) DSCP

(a) A pre-proposal conference will be held by DSCP to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call one of the individuals identified in Block 6b of DSCP Form 33 (Page 1 of this document) if you plan to attend.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(c) **The conference will be held at:**

Location: Kadena NCO Club
18SVS/SMFRO
Unit 5135 Box 10
APO AP 96368-5135
DSN 634-0740

For additional information in Okinawa, please contact the Contracting Officer Representative: Mr. Bill Raker at

Telephone: 011-81-6117-37-1051 **FAX:** 011-81-6117-37-3742
Cell number 011-81-90-6861-5028

Date: **19 February 2003**
Time: 10:00 AM

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

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular re-procurement action. Administration of the terms and conditions set forth in the IDTC 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 IDTC.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2000) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the Contractor'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 Contractor's entire bid/proposal.

(b) Contractors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four [4] additional one [1] year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

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

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

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

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

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

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$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.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the

commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**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 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 and 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 offeror,s, rather tha via established 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 offerors 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-up 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.

**52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
(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 under taking, 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 be 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 proposal plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This

process allows for a higher level decision, on the initial protest; it is not a review of a contracting officer's decision on a protest 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.

52.245-2 Government Property (Fixed-Price Contracts) (Dec 1989)

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the

Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

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

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

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon-

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

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

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

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the

Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

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

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

(3) A decrease in or substitution of Government-furnished property; or

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

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property

as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises.

Unless otherwise provided herein, the Government-

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

Where contract modifications are issued solely for the benefit of the contractor, e.g. acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

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

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

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

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof

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

(iii) Food oils and fats (except animal products, unless such animal

products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above).

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

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

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

(b) Delivery Conveyances - The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. "(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.

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

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

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

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

days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

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

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

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

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

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) DFARS

(a) Definitions.

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The Contractor shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(3) Lack of registration in the CCR database will make an Contractor ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, Contractors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Contractors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

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).

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

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

(i) Two (2) different techniques shall be utilized when submitting your proposal, Formal Oral Presentation/Structured Plant Site Visit and a Written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in these “Instructions, Conditions, and Notices to Offerors.” The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	TECHNICAL (Written) FORMAL ORAL PRESENTATION Briefing Charts (if used)**	6 6
II	COST OR PRICE	2
III	SOCIOECONOMIC	2

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

If the offeror fails to indicate in its written offer the names of those people who will be presenting at the “Formal” Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

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

B. Proposals will be evaluated in accordance with the evaluation criteria outlined in the paragraph entitled “*Evaluation Factors for Award – General*” of this solicitation. Proposals will be evaluated in accordance with the factors listed in paragraphs entitled “Technical Factors Evaluation Criteria” and “Business Factors Evaluation Criteria” of the

solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair and Poor.

C. 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.

D. 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 (written or formal oral presentation) in the order in which they appear in the solicitation. Failure to do so may result in the evaluators overlooking important information.

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

F. 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.

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

II. VOLUME I, TECHNICAL PROPOSAL

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

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

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

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

- 1. Written Technical Proposal**
- 2. Formal Oral Presentation**
- 3. Structured Plant Site Visit**

III. FORMAL ORAL PRESENTATION/STRUCTURED PLANT SITE VISIT

A. What is a “Formal Oral Presentation/Structured Plant Site Visit”?

1. A Formal Oral Presentation/Structured Plant Site Visit is a technique, which provides offeror's with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The Formal Oral Presentation /Structured Plant Site Visit is NOT a mere restatement or replication of the written proposal information but IS IN LIEU OF IT. The purpose of using the Formal Oral Presentation/Structured Plant Site Visit technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means.

2. One of the benefits of the Formal Oral Presentation/Structured Plant Site Visit is that it permits the evaluators to receive information as to the capability of the offeror, generally demonstrating its understanding of the work. It also allows the evaluators to view the offeror's facility (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.

3. The site visit portion also allows the evaluators to verify what is presented in the more formal oral and written presentations.

IV. INSTRUCTIONS FOR FORMAL ORAL PRESENTATION/ STRUCTURED PLANT SITE VISIT

A. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via a Formal Oral Presentation/Structured Plant Site Visit. The order in which Formal Oral Presentation/Structured Plant Site Visit occur will be randomly selected, with adjustments to facilitate Government travel plans, if appropriate. The Formal Oral Presentation/Structured Plant Site Visit will be conducted at the offeror's location of business. The date of the Formal Oral Presentation/Structured Plant Site Visit will be confirmed within five (5) working days after the solicitation closing. **Offerors are requested to indicate in the written technical proposal what days would not be convenient for an oral presentation. All attempts will be made to accommodate such scheduling conflicts.** Once the date for the Formal Oral Presentation/Structured Plant Site Visit is set requests for changes of the date **will not** be entertained. It is anticipated that the Formal Oral

Presentation/Structured Plant Site Visit will begin approximately 10 working days after solicitation closing.

B. The Formal Oral Presentation/Structured Plant Site Visit will be conducted in two (2) parts. The first part will be a “formal” oral presentation made only by key members of the offeror’s company, including any partner(s) who will be directly involved in successful performance of the resultant contract. The second part will be a “structured” tour of your facility where you will be asked various questions regarding your facility and its day-to- day operation. At least one key member of your company should be in attendance throughout the entire tour. The topics to be discussed have been highlighted in the “Submission Requirements” section of this solicitation. You should assure those personnel capable of answering questions and/or demonstrating methods, systems etc. used in your day-to-day operations are available.

C. Offerors will be required to record the “Formal” portions of the Oral Presentation, as it is presented to the Technical Evaluation Panel, on VHS-format videotape. Offerors will be required to submit a copy of the recording to the Contracting Officer within 48 hours of the Oral Presentation. The VHS Tape is to be sent to:

Defense Supply Center Philadelphia
Directorate of Subsistence
700 Robbins Avenue
Philadelphia, PA 19111-5092
Attn.: Yasmin Dossa (215) 737-8020
DSCP-HFOP- 6C151
Solicitation No. SP0300-03-R-4007

It should be noted that the awardee’s Formal Oral Presentation/Structured Plant Site Visit may be used for future training sessions.

D. Note that the DSCP Technical Evaluation Panel may audio tape both parts of the Formal Oral Presentation/Structured Plant Site Visit for their immediate references.

E. Offerors will be allotted no more than 2 hours for the formal oral presentation (Note: there will only be one (1) Formal Oral Presentation per submission; i.e. if there is any type of joint venture or partnership only one (1) “Formal” Oral Presentation at the 2 hour limit will be permitted. Information to be presented at the Formal Oral Presentation will be on the following technical factors.

1. Corporate Experience/Past Performance
2. Distribution System/Quality Assurance
3. Customer Support

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

F. The Technical Evaluation Panel WILL NOT ask any questions during the “Formal” portion of the presentation, nor will any questions from the presenters be allowed. There will be a break of approximately 20 minutes at the end of the first hour, then a 30-60 minute break at the end of the Formal Oral Presentation. At that time the technical evaluation panel and a key member of the facility will reconvene and begin the “Structured” Plant Site Visit portion of the presentation. There will be an approximate 1-hour break upon completion of the Structured Plant Site Visit. A Question and Answer period will follow the break. This portion will also require video taping. During the Question and Answer period, the Technical Evaluation Panel will ask for any clarifications to any part of the offeror’s presentation. The offeror **WILL NOT** be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Panel’s question. Neither the Formal Oral Presentation/Structured Plant Site Visit, nor the Question and Answer session will constitute discussions as defined in FAR 15.306 (d).

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

G. Any briefing charts to be used during the presentations will become part of the official record and **must be submitted by the date and time specified for the receipt of proposals**. Briefing charts received after this date and time are subject to the provisions of FAR 52.212-1(f) “Late Submissions, Modifications, Revisions, and Withdrawals of Offerors”. If briefing charts are not submitted by the date and time specified, then the firm waives its right to use any charts during its Presentation. **NO HANDOUTS WILL BE ACCEPTED BEFORE, DURING, OR AFTER THE FORMAL ORAL PRESENTATION UNLESS COPIES OF THE HANDOUTS ARE PROVIDED WITH YOUR WRITTEN PROPOSAL**. The briefing charts may not be altered between the time of the closing and the presentation. Any changes to any briefing chart may result in a score of “Poor” for the factor to which the chart applied.

H. No pricing information shall be included in the Presentation.

I. Formal Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 1 hour and 45 minutes, a 15-minute warning will be given. At the end of the 2 hours, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts which have not been presented within the 2 hour presentation ***will not be considered*** as part of the proposal and will not be evaluated.

J. The Structured Plant Site Visit will be conducted following the Formal Oral Presentation.

K. 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 location for your Formal Oral Presentation/Site visit, phone number for point of contact, and directions should be highlighted within your submission since site visits needs to be arranged expeditiously following the closing.**

L. 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 proposal in writing.

V. THE FOLLOWING INFORMATION MUST BE SUBMITTED IN WRITING:

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 returned).
3. List of references and contracts referenced in Section I., A. & B of the Corporate Experience/Past Performance Evaluation Factor.
4. Written Technical Proposal.
5. Signed DLA MBAs which are currently in place referenced in Section VI, DLA MBA Program Evaluation Factor. Socioeconomic proposal.
6. Subcontracting Plan (if applicable); Note: This is required for those offerors who are are large business concerns.
7. BRIEFING CHARTS (with name and title of presenters).

VI. VOLUME II, COST OR PRICE

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

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

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

(ii) A **SIGNED** and **COMPLETED SOLICITATION** must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain all attachments except the attachment containing your Corporate Experience/Past Performance.

FAILURE TO PROVIDE THE THREE (3) COMPONENTS OF THE TECHNICAL PROPOSAL AND YOUR BUSINESS PROPOSAL MAY RENDER THE PROPOSAL UNACCEPTABLE AND MAY LEAD TO A REJECTION OF THE OFFER.

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL - PART I

Note: The 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 submitted orally and information to be supplied during the site visit will be identified.

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

FACTOR I:

CORPORATE EXPERIENCE/PAST PERFORMANCE

Written

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

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

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.

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity that will perform essential functions of the contract.

FACTOR II: FORCE PROTECTION

WRITTEN

As a vendor/contractor under Government contract, awardee should be aware of the vital role they play in supporting our customers, and they are encouraged to take all necessary actions to secure product delivered to all military customers as well as commercial destinations. We encourage all firms to review and re-establish their security plans, in light of the heightened threat of terrorism and secure product from adulteration.

FACTOR III

DISTRIBUTION SYSTEM/QUALITY ASSURANCE

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 FISC/MSC upon receipt of award. Discuss performance methodologies used to ensure on time deliveries. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule.

Written

a. In conjunction with the above, the following performance data 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%. All proposals must contain provisions to meet at least that level of service.

Offerors are encouraged to submit alternate proposals containing a fill rate higher than 98%. However, alternate offers must provide detailed information describing how this will be accomplished in both the technical (e.g., increased inventory levels, etc.) and the Business proposals (additional costs associated with this enhanced technical effort.) If this detailed information is verified and confirmed by the Government personnel, these proposals will be viewed more favorably from a technical standpoint when the integrated award decision/assessment is conducted.

B. Quality Control and Assurance Procedures



SITE VISIT

1. Discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and the level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.

2. Provide inventory turnover rate information for overall warehouse, by category, as a minimum, for the last year. **Discuss average time from date of product manufacture to receipt in your primary warehouse location.** Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried

items. Discuss the procedures and methods used to ensure the correct open “Date of Pack” is used on case labels. Discuss what procedures will be used to meet the requirement of minimum shelf-life requirement.

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.

D. Location



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

E. Supplier Selection Procedures

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.

FACTOR IV

CUSTOMER SUPPORT

A. Customer Service Approach

Oral

1. Explain your customer service strategy for this acquisition. Explain your company's customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how?
2. Explain how your customer service representative will ensure that the needs of all customers are accommodated. Also, indicate the number of sales visits planned, and what value added services the sales representative will perform. Discuss the procedures (and authority, if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and the resolution of customer complaints at the customer's level (i.e. not in-house quality control.)
3. The solicitation requires the Prime Vendor to advise customers no later than 12 noon on the skip day of the non-availability of an item and any recommendations of substitution. Discuss your process on how the orders will be pulled from your mailbox and received into your automated system. Include frequency and time line for both processes. Also, discuss your process and methods of advising customers of manufacturer's backorders (i.e. long term product non-availability.)
4. 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 associated charges, if applicable. Include the time lines in which deviations to orders and cancellations will be accepted.
5. Discuss your computerized inventory system and asset visibility. Is your system compatible with Windows 2000? If not, are you willing to acquire a compatible system if award is received?
6. 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. Detail any additional fees, if any, that you will place on these "emergency orders." Indicate your response time to deliver an emergency order.
7. If awarded this contract you are required to break cases of spices. In addition to spices, discuss your firm's policy on breaking cases of other products, including the number or type of items for which this can be done. Also, indicate any fees for breaking cases.
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 customers satisfied. Your firm's range of services might span many areas outside the minimum requirements of the Government and, in particular, this solicitation. You may describe how your firm might assist DSCP in the above area. Your response will be reviewed and may be considered an enhancement to your 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

Oral

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.

D. Product Availability/Technical Descriptions

1. The most current item catalogs in use for the customers under this solicitation can be found as attachment 8 to this solicitation. You are expected to provide all of the items, or their equivalent. Disregarding any quantities cited, state whether you are able or unable to supply each of the items. Your inability to furnish all items may affect your overall rating. Be prepared to discuss and/or demonstrate what procedure your firm will put in place to ensure adherence to the requirement for manufacturers to be listed in the Sanitarily Approved Sources Listing (for catalogued items and possible substitute items.)

NOTE: If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the award, requested by one of our customers

during the post award cataloguing process, will be readily available for issue upon the “first order.”

WRITTEN

2. For all items in the “Schedule of Items,” that are an identical match, you must so state. If a product you priced in the “Schedule of Items,” 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 Schedule of Items item number and it’s corresponding NSN/LSN, for identification purposes. “Pack size changes,” must be identified for customer acceptance and price evaluation purposes only.

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.

Oral

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.

Written

4. You are required, as stated under “New Items,” to bring in new items within 60 days excluding Government processing time, if movement of the new item is 10 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 to bring in new items for both a current supplier and a new supplier.

E. SURGE/MOBILIZATION/ READINESS

Oral

1. *SURGE* – Discuss in detail your ability to react to surge demands that may occur, or, experience in supporting surge demands that may have occurred, as a result of the

increase in troop strength. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, including the time frame 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.

Written

3. *READINESS PLAN* - The offeror must submit a readiness plan detailing how increased requirements will be supported to include additional suppliers, subcontractors, and warehousing, for example, which may become necessary to support the effort.

FACTOR V
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.

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.

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.

FACTOR VI. 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.)

FACTOR VII. 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.*

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.
- 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.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

NOTE: SITE VISIT PRESENTATION

Because your site visit presentation will be rated separately from the formal oral presentation and written presentation, you are reminded to make sure that personnel capable of addressing various aspects of the site visit will be available to the Technical Panel. Please be prepared to discuss and/or demonstrate, in the detail required in the "Submission Requirements," those factors identified by "SITE VISIT."

A checklist is attached to this solicitation to assist you in this area.

Remember that each part of your Technical Proposal (Written, Oral, Site Visit,) will be rated separately. Information should be presented separately as requested. Repeating the same information in multiple formats will make your proposal difficult to evaluate and will not enhance your rating.

COST OR PRICE

Aggregate Pricing

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

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

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

Do Not Submit only the Unit Price; the two- (2) elements must be shown separately as two separate evaluations are being performed.

Do not deduct any NAPA allowances from the delivered price on your business proposal.

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

4. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's requirements.

5. **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 the solicitation issue date. IF AN INVOICE IS NOT AVAILABLE FOR THAT WEEK, THE MOST RECENT INVOICES SHALL BE SUBMITTED. For evaluation purposes only, the offeror is required to submit pricing for Schedule of Items Items that will meet the government's minimum requirement.

6. Offerors are required to complete and submit the Schedule of Items, distribution categories and option year pricing.

7. For evaluation purposes of the Schedule of Items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a “per pound” basis, the distribution price shall be “per pound”.

8. Option year prices must be submitted as a percentage (increase or decrease, e.g. +/-0.25%) from the base year.

Distribution Prices

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

2. Offerors are strongly urged to use the Government’s Distribution Price Category List as outlined in paragraph II Items /Pricing of “Supplies/Services and Prices” and in paragraph 5. below when submitting their Distribution Prices. However, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section. As stated previously, 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.

5. The distribution prices shall remain constant for the complete term of the contract.

ADDITIONAL SUBMISSION REQUIREMENTS

The offeror is required to submit the following additional information in writing as part of the Business Proposal:

- Product Listing**
- Procurement Pricing Plan**
- Schedule of Items**

The requirements for each submission are outlined below.

In addition to the above, the offeror is required to complete the provisions entitled "OPTION PRICING" and "PLACE OF PERFORMANCE" and return with their Business Proposal. Failure to return these completed with the offer may result in rejection of the offer.

The offeror is also required to complete the provision entitled "AUTHORIZED NEGOTIATORS" and return with their Business Proposal.

The offeror should specify the policy for celebrating holidays that fall on the weekend as required by the paragraph entitled "Delivery Schedule (Times)" in the section entitled "Delivery and Performance".

PRODUCT LISTING

The offeror shall submit one (1) copy of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

The Cost and Price portion consists of two parts. The submission requirements for each part are outlined below.

1. Procurement Pricing Procedures

- a. This is a procurement for commercial products and it is expected that your procurement pricing procedures are in accordance with established commercial practices. Therefore, the offeror should ***BRIEFLY*** describe how unit prices are formulated and discuss the variables 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 quantities of 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.

2. Rebate Policy/Discounts/Allowances

The offeror shall ***BRIEFLY*** address 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, method of return (i.e. lump-sum reimbursement, deviated pricing) and overall management of the program. The offeror will provide a description of those rebates and discounts meeting the requirements herein.

SCHEDULE OF ITEMS

A schedule of **50 Core Items is listed on Attachment A** with quantity estimates. The quantities for these items represent current annual usage for the regions. Complete pricing data for those 50 items is 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. In the post award phase, all available quantity estimates for all the items on the schedule will be provided to the awardee. Ability to source and supply all the items on the schedule will weigh in the evaluation of offers. All of the top 50 items have been selected for more extensive price analysis. The offeror must submit current supplier invoices for these items. Invoices should be supplied from the time period two weeks **prior to the solicitation issue date** (i.e. week of 11 Mar 2003.)

Delivered prices for the following items should be based on the average 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 week, 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 acquisition.

NOTE: OFFEROR MUST INCLUDE A TOTAL \$ FIGURE FOR THE BASE YEAR AND EACH OPTION YEAR.

V. 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 (pages 85-88), **FILLED OUT IN ENTIRETY.**
4. Written Technical Proposal

5. Signed DLA MBAs which are currently in place referenced in Section V., DLA MBA
Program Evaluation Factor
6. Subcontracting Plan (if applicable); Note: This is required for those offerors who are large business concerns
7. BRIEFING CHARTS (with name(s) and title of presenter(s))
8. Offerors are required to also submit this portion of the Business Proposal on a spreadsheet containing the following information:
 - a. **Item Number and Description** (first line) as listed
 - b. **Estimated Quantity** - Quantity given
 - c. **Unit of Issue** – Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
 - d. **Distribution Price Category** - Description of Distribution Price Category, e.g. "Frozen Meats". If you also identify your category of items by number, list this number also.
 - e. **Delivered Price** - (DeP) the price you actually paid for the item, as substantiated by manufacturer invoice.
 - f. **Distribution Price** - (DiP) your distribution price
 - g. **Unit Price** - Delivered Price + Distribution Price
 - h. **Total** - Estimated Quantity multiplied by Unit Price
 - i. **DIP/UP** - Distribution Price divided by the Unit Price (given as a percentage)
 - k. **DIP AGG** - Quantity multiplied by the distribution price.

Note: If you wish to receive an electronic file sample of an acceptable spreadsheet format, request one via e-mail sent to Yasmin.Dossa@dscp.dla.mil.

All prices submitted must not be more than two [2] places to the right of the decimal point ONLY. If IN ANY COLUMN prices appear having more than two [2] decimal places, the government will automatically round your prices up or down prices using standard rounding procedures.

9. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (h), "DiP/UP" column (i) and the "DiP AGG" column (k). Firms are strongly encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3½" disk with the complete spreadsheet on it. Remember to include the offeror's name of the top of the spreadsheet.

10. Each firm must submit a hard copy of their spreadsheet, for the base year and each option year, as well as a copy of the spreadsheet(s) on a disk.

NOTE: PLEASE USE AN ANTI-VIRUS UTILITY TO ENSURE DISK IS VIRUS FREE BEFORE SUBMITTING.

VI. VOLUME II, BUSINESS PROPOSAL

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

A. 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.

C. The offeror is required to supply the required information for the socioeconomic clauses. The socioeconomic proposal is part of the business proposal.

VII. NOTE

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

2. A **SIGNED** and **COMPLETED SOLICITATION** must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain all attachments except the attachment containing your Corporate Experience/Past Performance. This attachment must also be submitted to DSCP at the time of closing.

**FAILURE TO PROVIDE THE THREE (3) COMPONENTS OF THE
TECHNICAL PROPOSAL YOUR BUSINESS PROPOSAL MAY
RENDER THE PROPOSAL UNACCEPTABLE AND MAY LEAD TO
A REJECTION OF THE OFFER.**



NOTE: SITE VISIT PRESENTATION

The Site Visit Presentation is considered part of your Technical Proposal and, therefore, you are reminded to make sure that personnel capable of addressing various aspects of the site visit be available to the Technical Panel. Please be prepared to discuss and/or demonstrate, in the detail required in "Submission Requirements", those factors identified by "SITE VISIT".

A check list is attached to this solicitation to aid you in this area. (Attachment 4)

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

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

To insure an objective business evaluation, the pricing of all offerors are to be based on the exact item in our market basket. When offerors qualify the salient characteristics of an item or items in the market basket and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the market basket description then the government reserves the right to employ remedies such as:

(1) Where an insignificant number of items differ from the market basket descriptions, those items will be eliminated from the evaluation of all offerors;

(2) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and

(3) Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis.

After discussions are held, if a significant number of items differ from the market basket descriptions then the offeror may be eliminated from the competitive range.

Whatever remedy is selected by the Government, it shall apply to the base year and all option years in the acquisition.

B. DISTRIBUTION PRICES

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

2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph 13 of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices.

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. Distribution prices shall remain constant for the complete term of the contract.

a. PRODUCT LISTING

The offeror shall submit one (1) copy of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

b. PROCUREMENT PRICING PLAN

The information requested below will not be rated, but will be used in conjunction with your business proposal to substantiate how pricing was developed.

1. The offeror should **BRIEFLY** describe how unit 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.).

2. **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 qualities of 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.

c. 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 week, 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 acquisition.

THE PRIME VENDOR SCHEDULE OF ITEMS IS ENCLOSED ON ATTACHMENT 1. YOUR MOST CURRENT SUPPLIER INVOICE FOR THESE ITEMS MUST BE SUBMITTED WITH YOUR OFFER.

PLEASE FURNISH PRICES PER POUND FOR ITEMS THAT SPECIFY WEIGHT RANGES.

NOTE: OFFEROR MUST INCLUDE A BOTTOM LINE DOLLAR FIGURE FOR THE BASE YEAR AND EACH OPTION YEAR.

COMPLETE & SUBMIT IN FULL WITH YOUR OFFER

Prices are requested incorporating distribution fees as applicable. As such, these are approximations for the purpose of evaluation, rather than reflecting actual AMD's (average monthly demands.) Prime vendors are responsible to develop their own demand projections throughout the course of actual contract support.

PRIME VENDOR SCHEDULE OF ITEMS

TOTAL DOLLAR VALUE FOR THE BASE YEAR: \$ _____

**TOTAL DOLLAR VALUE FOR THE FIRST OPTION PERIOD:
: \$ _____**

TOTAL DOLLAR VALUE FOR THE 2ND OPTION PERIOD: : \$ _____

TOTAL DOLLAR VALUE FOR THE 3RD OPTION PERIOD: : \$ _____

TOTAL DOLLAR VALUE FOR THE 4TH OPTION PERIOD: :\$ _____

ESTIMATED GRAND TOTAL BASE YEAR + ALL 4 OPTIONS:\$ _____

F. OPTION PRICING

FAILURE TO INDICATE ACCEPTANCE OF THE OPTION BY ANNOTATING THE OFFEROR'S YEARLY OPTION PERCENTAGE CHANGE MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND MAY RESULT IN REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL. NOTE:An offeror may choose to maintain the same distribution fees for multiple option years, or, throughout the life of the contract, but, would need to so annotate within this section.

Offerors are required to stipulate their distribution price rate of change for all items for each of the available four option years, in the event the option periods are invoked.

OPTION YEAR ONE: _____

OPTION YEAR TWO: _____

OPTION YEAR THREE: _____

OPTION YEAR FOUR: _____

G. PLACE OF PERFORMANCE

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

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

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

(d) The offeror in the performance of any contract resulting from this solicitation,

() **intends**, () **does not intend** (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this proposal or quotation.

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

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

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

EVALUATION FACTORS FOR AWARD

1. GENERAL INFORMATION

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

TECHNICAL FACTORS (non-price factors)

- I. Corporate Experience/Past Performance
- II. Force Protection
- III. Distribution System/Quality Assurance
- IV. Customer Support
- V. Socioeconomic Considerations (non-price factors)
- VI. Javits-Wagner-O'Day (JWOD) Act Entity Support (non-price factors)
- VII. DLA Mentoring Business Agreements (MBA) (non-price factors)

COST OR PRICE

Technical Factors I through IV are listed in descending order of importance and together are the most important among all non-price factors and more important than Cost or Price. Each technical sub-factor is of equal importance. Each technical sub-factor is of equal importance. 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. 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.

As technical merit, the evaluated cost or price, and socioeconomic merit become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

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

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

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

D. 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, II, III and 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. Factors V, VI and VII are considered Socioeconomic Factors and 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 and to submit the remainder of the information in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Factors I, II, III, and 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) Business 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 Government will evaluate the offeror's pricing on the items selected from the list of items referenced in the Schedule of Items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option 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 the 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.

The Government will evaluate all offerors' proposals to determine cost or price realism. Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation and that the costs proposed are realistic for the performance requirements.

(3) Socioeconomic Evaluation Process – Factors V, VI and VII are considered socioeconomic factors and will be evaluated against the requirements of the solicitation.

F. Selection Process.

The final technical, business, 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 evaluation criteria are listed in descending order of importance at the factor level. All sub-factors are equal in 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. This risk assessment will be evaluated in the rating for any factors and/or subfactors that place the Government at risk. For the majority of the factors, a single rating for the factor is perceived as being applicable for each zone. For specific sub-factors such as location, where it is believed that a single offeror may utilize a distinct method, source, or approach among the zones, it is possible for a vendor to be rating highly for one zone yet poorly in another.

FACTOR I

CORPORATE EXPERIENCE/PAST PERFORMANCE

Subfactors are of equal importance.

A. Corporate Experience

The Government will perform an integrated assessment of the offeror's corporate experience and past performance. This assessment will also be performed for any partner that will perform in support of the proposed contract.

1. 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.

2. The offeror's identification of key personnel, or caliber of personnel who will be key to the **day to day** management and overall success of the Prime Vendor Program will be considered in the overall evaluation. This information should be addressed during the formal Oral Presentation.

B. Past Performance

When evaluating Past Performance, the offeror's written proposal, Government in-house records and information provided by the points of contact or reference 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 Government will evaluate the offeror's record of past performance both as a regular dealer/prime vendor and with Government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service.

Offerors will also be evaluated on socioeconomic issues of past and present contracts (Government and Commercial). Offerors that do not have records of past performance on socioeconomic issues will neither be rated favorably or unfavorably.

The above evaluation will also be performed for any partner 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.

FACTOR II FORCE PROTECTION

As a vendor/contractor under Government contract, awardee should be aware of the vital role they play in supporting our customers, and they are encouraged to take all necessary actions to secure product delivered to all military customers as well as commercial destinations. We encourage all firms to review and re-establish their security plans, in light of the heightened threat of terrorism and secure product from adulteration.

Offeror must describe in detail the types of safekeeping measures that will be taken to provide for product security and integrity of food supplies for military customers throughout the life of the proposed award period. Plans should include specifically detailed security measures to be taken from the time of product receipt through loading and delivery destination(s) operations and delivery vehicle security.

FACTOR III

DISTRIBUTION SYSTEM/Quality Assurance

Subfactors are of equal importance.

A. Distribution and Resources

1. The firm's available capacity (dry/chill/freeze) resources will be evaluated as to how the requirement of the solicitation will be supported. The offeror's facility's design maximum capacity expressed in dollar value will be assessed. The firm's capability to ship and receive simultaneously will be evaluated. The firm's ability to control related temperature and/or humidity controls will be assessed.

1. The Government will evaluate the offeror's distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Lead- time to acquire additional equipment will be assessed.

3. The Government will assess the offeror's procedures to be employed to ensure orders are filled accurately and completely to meet the delivery schedule, including an evaluation of the previous year's performance data, the current performance levels for mis-picks, damage, short on truck, etc. will be evaluated.

4. The Government will evaluate the vendor's ability to maintain an inventory in a manner similar to what is requested here. Current types and levels of material currently on hand will be assessed to this end.

5. Anticipated cost information is requested so that the Government will be better able to evaluate the proposed resources that the offeror will use and how these resources will affect the distribution price. It is understood that the cost is not a separate cost element but a distribution price component.

B. Quality Control and Assurance Procedures

1. The Government will evaluate the offeror's QC and QA procedures, including its inventory rotation methods, level of automation, identification and correction of discrepancies, and receipt, storage and out bound movement of products. Inventory control systems and monitoring procedures will be assessed. Offeror will be required to identify key personnel responsible for ensuring quality procedures are monitored.

2. Offerors average time from time from manufacturer's production date to time of receipt at vendor's facility will be assessed. The procedures to control shelf life and proper shelf life dating for normally inventoried items will be assessed

C. Inspection and Sanitation Procedures

1. The Government will assess the offeror's proposed inspection procedures, including type, frequency and amount of inspection to ensure that proper procedures are maintained. Procedures to ensure that the order conforms to the items ordered, has the proper shelf life-dating, is free of damage and meets industry standard for product quality, will be evaluated.

2. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI)

D. Location

For normal deliveries as well as emergencies, the Government will assess the offeror's location as it relates to the support of the customer. The location of support for each zone should be clearly defined as well as any back-up plan of support for each zone. For this specific factor, it may be possible to be highly rated for one zone, yet receive a poor rating for another.

E. Supplier Selection Program

The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide continued supply of quality products with minimal variation. The Government will evaluate the offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers.

FACTOR IV

CUSTOMER SUPPORT

A. Customer Service Approach

1. The customer support service, strategy, function and focus offered by the firm will be assessed to determine its commitment to customer satisfaction.
2. The services to be provided by your on-site customer service representative to the customers in the mainland Japan and Singapore zones will be evaluated. Also, the customer service representatives to be assigned to this contract will be evaluated to include sales visits planned and value added services at the sites. Your plan to implement the requirement to have a representative with full authority to make decisions and attend monthly Menu Board Meetings and monthly Mess Hall/Dining Hall Manager meetings will be evaluated. Procedures regarding the identification and correction of discrepancies and resolution of customer complaints at the customer level will be assessed.
3. The offeror's plan to ensure that customers are notified by the required time of non-availability of any item and substitutions (to include backorders) will be evaluated. Your process and methods of advising customers of manufacturer's backorders will be evaluated. Your process for pulling orders into the firm's mailbox including frequency and timeline will also be evaluated.
4. The offeror's policy on breaking cases, along with type of items that can be split will be evaluated. Higher consideration will be given to offerors who can accommodate less than case quantities. Additionally, fees will be evaluated.
5. Offeror's will be evaluated on their ability to adapt to deviations to the electronic order including timelines and charges if any.

6. Procedures and response times for handling emergency orders over and above solicitation requirements will be evaluated.

7. The offeror's policy for pursuing, managing and collecting rebates, discounts, and allowances. The preferred method of return shall be in the form of an up-front price reduction /off invoice reduction resulting in a lower invoice unit price to the customer.

8. The ability to offer a range of services offered outside the minimum requirements of the solicitation that would benefit the Government will be reviewed. This may be considered as an enhancement to the offeror's overall proposal.

B. Ordering System

1. The Offeror will be required to submit a list of up to five (5) company names, P.O.C. and telephone numbers that the offeror is currently supporting through the electronic data interchange.

2. The firm must be able to produce all required management reports. The ability to produce additional management reports that would benefit the Government, other than those listed as a requirement of the solicitation. Will be reviewed and may be considered as an enhancement to the offeror's overall proposal.

C. Recall Procedures

The offeror's recall procedures will be assessed for timeliness and thoroughness. The methods used for notification and identification will be judged. The firms' methods for handling various types of recalls will be assessed.

D. Product Availability/Technical Descriptions

1. The number of items an offeror (and any partner(s)) currently carries in its inventory that meet the item descriptions, or commercial equivalent, of the item in our Market Basket in the solicitation will be evaluated.

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

3. The offeror's policy regarding minimum order quantities to add new products to inventory within a specified time frame will be assessed.

1. The Government will evaluate the offeror's product descriptions to determine if the items offered meet minimum salient requirements for those items that are not an identical match to the items listed in the solicitation.

E. Surge/Mobilization

1. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to swiftly react to this situation will be assessed. Offeror's must clearly state any distinctions/differences in the means or strategy to support one zone as opposed to another.

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

3. The firm's readiness plan will be assessed for completeness and ingenuity.

3. BUSINESS FACTORS EVALUATION CRITERIA

COST OR PRICE

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 items selected from the list of the highest usage items provided by the customers listed in this solicitation, see "Schedule of Items", Attachment 2. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for the (4) four additional option year extensions in the same manner. The base year plus the (4) option year extension totals will be added together to determine the lowest overall 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 yearly requirements for the items listed in the "Schedule of Items." The aggregate dollar value will then be evaluated for reasonableness and overall (low) cost to the Government. Distribution prices, for all option years that do not relate to the items on the "Schedule of Items" will be evaluated for fairness and reasonableness. The percentage of distribution fee to total aggregate cost will also be evaluated.

ADDITIONAL SUBMISSION REQUIREMENTS

The offeror's current product listing will be used for informational purposes and will not 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 information requested in the Rebate Policy/Discounts/Allowances section of the Procurement Pricing Plan will be used to establish a level of confidence that the offeror has the capability of meeting the requirements of the solicitation in this area. The

Government reserves the right to request any information needed to complete this assessment.

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 protege 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.)

COMPETITIVE RANGE DETERMINATION

If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

Attachment 1
PRIME VENDOR MARKET BASKET ITEMS
Solicitation Requirements for SP0300-R-4007

<p>Item 1 8905 -00 -126 -8743 Unit of Issue: LB</p> <p>PORK SPARERIBS, fzn, max 4.5 lb (2.041 kg), namp 416, wt range a and/or b and/or c</p> <p><u>VENDOR QUESTIONS</u></p> <p>Price Based On Estimated quantity: 123,380 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 -133 -5886 Unit of Issue: LB</p> <p>BEEF ROUND, KNUCKLE, PEELED, AND/OR BEEF ROUND, TO fzn, min us choice gr, max avg surface fat 0.25 in. (0.635 cm), 10 to 14 lb ea, namp 167a and/or 169</p> <p><u>VENDOR QUESTIONS</u></p> <p>Price Based On Estimated quantity: 33,236 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 -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>Price Based On Estimated quantity: 31,214 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 -133 -5889 Unit of Issue: LB</p> <p>BEEF BRAISING STEAK, SWISS, fzn, portion-cut, min us choice gr, max avg surface fat 0.25 in. (0.635 cm), 6 oz (170.1 gm) ea, namp 1102</p> <p><u>VENDOR QUESTIONS</u></p> <p>Price Based On Estimated quantity: 26,152 Invoice (Y/N)?:____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

Item 5 SP0300-03-R-4007
8905 -00 -177-5017
PRIME VENDOR OKINAWA
Unit of Issue: LB

BEEF FOR STEWING,
zn, diced, unckd, us select gr, namp 135a

VENDOR QUESTIONS

Price Based On
Estimated quantity: 42,200 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 6 Page 162 of 268
8905 -00 -262 -7274
Unit of Issue: LB

TURKEY, BNLS,
zn, netted (w/skin covering), w/salt, white combo (white predominant), iaw poultry namp

VENDOR QUESTIONS

Price Based On
Estimated quantity: 62,633 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 7
8905 -00 -285 -2075
Unit of Issue: LB

GRD BEEF, BULK,
zn, four 9 lb pgs or six 6 lb pgs/co, namp 136

VENDOR QUESTIONS

Price Based On
Estimated quantity: 131,913 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 8
8905 -00 -299 -1316
Unit of Issue: LB

BEEF BRISKET, BNLS, DECKLE-OFF, CORNED; TOP INSID
zn, round, min us choice gr, max avg surface fat 0.25 in. (0.635 cm), namp 601, 604, 604a and/or 608

VENDOR QUESTIONS

Price Based On
Estimated quantity: 13,785 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 9
8905 -00 -410 -4671
Unit of Issue: LB

BEEF ROUND, RUMP PARTIALLY REMOVED, SHANK OFF,
zn, bone-in, min us choice gr, max avg surface fat 0.25 in. (0.635 cm), 44 to 70 lb (19.958 to 31.752 kg), namp 166a

VENDOR QUESTIONS

Price Based On
Estimated quantity: 6,767 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 10
8905 -00 -543 -7333
Unit of Issue: LB

TURKEY,
zn, whole, rtc, basted or unbasted, young hen min 12 lb, namp p2201, young tom 16-24 lb, namp p2101

VENDOR QUESTIONS

Price Based On
Estimated quantity: 8,293 Invoice (Y/N)?:___
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

<p>Item 11 SP0300-03-R-4007 8905 -00 -753-6126 PRIME VENDOR OKINAWA Unit of Issue: LB</p> <p>PORK LEG (FRESH HAM), OUTSIDE, TRIMMED, SHANK REMO zn, uncured, skinned, max avg surface fat 0.25 in. (0.635 cm), netted, 6 to 10 lb (2.722 to 4.536 kg), namp 402e, wt range d</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 7,897 Price Based On Invoice (Y/N)?:____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p style="text-align: right;">Page 163 of 268</p> <p>Item 12 8905 -00 -753-6503 Unit of Issue: LB</p> <p>DICED PORK, zn, namp 435</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 14,400 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 13 8905 -01 -017 -2786 Unit of Issue: LB</p> <p>PORK SAUSAGE, PATTIES, zn, raw, round, preformed, 3 oz (85.05 g) ea, layer pack, 10 lb (4.536 kg) box, namp 802a</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 5,131 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 14 8905 -01 -056 -9123 Unit of Issue: LB</p> <p>BEEF RIB, RIBEYE ROLL, zn, min us choice gr, max avg surface fat 0.25 in. (0.635 cm), 8 to 12 lb (3.629 to 5.443 kg), namp 112, wt range c and/or d</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 21,943 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 15 8905 -01 -342 -8122 Unit of Issue: LB</p> <p>PORK LOIN CHOPS, CENTER-CUT, ONE MUSCLE, BNLS, zn, 5 oz (141.75 g) ea, namp 1412e</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 32,429 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 16 8905 -01 -E09 -0810 Unit of Issue: LB</p> <p>BEEF LOIN, T-BONE STEAK, FZN, portion-cut, min US Choice Gr, 12 oz ea, NAMP 1174</p> <p><u>VENDOR QUESTIONS</u></p> <p>Estimated quantity: 21,492 Price Based On Invoice (Y/N)?:____ Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

Item 17 SP0300-03-R-4007
3905 -01 -E09 -1713
 Unit of Issue: LB

PRIME VENDOR OKINAWA

CHICKEN BREAST FILLET, RAW, FZN,
 6 oz ea

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 6,767
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 18 Page 164 of 268
3905 -01 -E09 -2243
 Unit of Issue: LB

BEEF LOIN, TOP SIRLOIN BUTT STEAK, SEMI CENTER-CUT
 BNLS, FZN, portion-cut, min US Choice Gr, 8 oz ea, NAMP 1184A

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 3,679
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 19
3905 -01 -E09 -3018
 Unit of Issue: LB

PORK LOIN, BNLS, TIED, FZN,
 8-10 lb ea, NAMP 413A

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 39,218
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 20
3905 -01 -E09 -6150
 Unit of Issue: LB

CHICKEN, QUARTERED, FZN,
 broiler or fryer, IQF, 60 per 31 lb case

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 4,310
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 21
3905 -01 -E19 -1831
 Unit of Issue: LB

BACON, CANADIAN STYLE, FZN,
 cured, smoked, 7-9 lb avg, NAMP 550

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 9,820
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 22
3905 -01 -E19 -2610
 Unit of Issue: LB

BEEF, GRD, PATTIES, FZN,
 85% lean, 3-4 oz ea, IQF, NAMP 1136

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?: ___

Estimated quantity: 4,488
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 23 SP0300-03-R-4007
8910-00-582-1842
PRIME VENDOR OKINAWA
Unit of Issue: LB

CHEESE, PROVOLONE, NATURAL,
smoked, 10 to 13 lb, 21 cfr 133.181

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 5,711
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 24 Page 165 of 268
8910-00-616-0051
Unit of Issue: LB

EGG, WHOLE, FZN,
table grade, pasteurized, 5 lb (2.268 kg) gable
top co, usda commotity specification current
edition

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 4,004
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 25
8910-00-656-0993
Unit of Issue: LB

CHEESE, AMERICAN, PROCESSED, SLICED,
sliced, pasteurized, 3 to 5 lb pg, 21 cfr 133.169 133.169

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 4,291
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 26
8910-00-926-6048
Unit of Issue: DZ

EGGS, SHELL,
shell protected fresh, med or large, us consumer gr a, 30
dz/case, 7 cfr, part 56

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 11,757
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 27
8915-00-129-0825
Unit of Issue: LB

BROCCOLI, FZN,
spears, 6 in. max lg, us gr a or b, 2 to 5 lb pg, u.s. std for gr,
style (a)

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 1,390
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 28
8915-00-184-5601
Unit of Issue: CN

BEANS, WHITE, CANNED,
in tomato sauce w/pork, us gr a, no. 10 size can, cid a-a-
20134, process i, type 1, style (a)

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 1,270
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 29 SP0300-03-R-4007
8915 -00 -286-5182
PRIME VENDOR OKINAWA
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

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 1,061
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 30 Page 166 of 268
8915 -00 -782 -3508
Unit of Issue: LB

POTATOES, WHITE, FZN,
french fried, re fry color (after heating) extra light
or light, straight-cut strips, 1/2 in. by 1/2 in. to
3/8 in. by 3/8 in., long or med lg, us gr a, 2 to 6
lb bag or box, u.s. std for gr

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 3,852
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 31
8915 -00 -926 -6793
Unit of Issue: CN

BEANS, KIDNEY, CANNED,
in brine, light red or dark red kidney beans, us
gr a, 6 lbs 12 oz net wt, no. 10 size can, cid a-
a-20134, process i, type 2, style (i)

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 745
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 32
8915 -01 -193 -3060
Unit of Issue: LB

POTATO PATTIES, WHITE, FZN,
shredded (hash brown), 2.25 oz oval portion,
for heating in an oven, us gr a, u.s. std for gr,
style (a)

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 3,070
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 33
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

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 2,990
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 34
8915 -01 -423 -2570
Unit of Issue: CO

JUICE, ORANGE, FZN,
conc, 3/1, unswt, us gr a, min 14:1 brix-acid
ratio, 32 oz gable-top co, u.s. std for gr, product
description(4), style (a)

VENDOR QUESTIONS

Price Based On
Invoice (Y/N)?:___

Estimated quantity: 1,136
Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 35 SP0300-03-R-4007
3920 -00 -067-6146
PRIME VENDOR OKINAWA
Unit of Issue: LB

MACARONI,
elbow form, regular cooking, enriched, 10 lb box, cid a-a-20062, item 1

VENDOR QUESTIONS

Estimated quantity:	2,847	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> _____		

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Item 36
3920 -00 -132-7782
Unit of Issue: BX

CEREAL, PREPARED, PACKAGE ASSORTMENT,
70 or 72 ind pgs/box, cid a-a-20000

VENDOR QUESTIONS

Estimated quantity:	5,808	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 37
3920 -01 -419-6699
Unit of Issue: BG

CAKE MIX,
yellow, prep w/water only, 5 lb bag

VENDOR QUESTIONS

Estimated quantity:	950	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 38
3920 -01 -449-9180
Unit of Issue: BG

FLOUR, WHEAT,
general purpose (not for bread), bleached, enriched, four 10 lb (4.536 kg) bags/case, cid a-a-20126, type iii, style 2

VENDOR QUESTIONS

Estimated quantity:	2,736	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 39
3920 -01 -E09 -7434
Unit of Issue: PG

WAFFLES, FZN,
baked, plain, round shape, 120/pg

VENDOR QUESTIONS

Estimated quantity:	2,223	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 40
3925 -00 -782-2983
Unit of Issue: HD

SYRUP,
imitation maple, regular style, thick, 1-1/2 oz (42.525 g) pg, cid a-a-20124, tupe iv, style 1, flavor a

VENDOR QUESTIONS

Estimated quantity:	3,774	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 41 SP0300-03-R-4007
8925 -01 -413-1112 **VENDOR OKINAWA**
Unit of Issue: BG

SUGAR, REFINED,
granulated, cane or beet, fine, extrafine, or
superfine, 10 lb bag, cid a-a-20135, type i,
class 1 or 2

VENDOR QUESTIONS

Estimated quantity: 1,270 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 42 Page 168 of 268
8935 -01 -E09 -8579
Unit of Issue: CO

SOUP AND GRAVY BASE, BEEF, PASTE,
w/o MSG, 1 lb co

VENDOR QUESTIONS

Estimated quantity: 904 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 43
8940 -00 -043 -5468
Unit of Issue: DZ

ENCHILADAS, BEEF, FZN,
breckd, w/sauce, min 15% beef, 3.5 to 4.5 oz ea, inst size
pg

VENDOR QUESTIONS

Estimated quantity: 901 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 44
8940 -00 -126 -3394
Unit of Issue: CN

CHILI CON CARNE, CANNED,
w/o beans, 6-3/4 lb can, mil-c-44468

VENDOR QUESTIONS

Estimated quantity: 889 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 45
8940 -00 -616 -0226
Unit of Issue: CN

PIE FILLING,
apple, no. 10 size can, cid a-a-20161

VENDOR QUESTIONS

Estimated quantity: 470 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 46
8940 -01 -E09 -6073
Unit of Issue: PG

SNACK, CHIPS, VARIETY PACK,
ruffled potato chips, nacho tortilla chips, ranch
tortilla chips, corn chips, & corn puffs, 1 oz pg,
102/co

VENDOR QUESTIONS

Estimated quantity: 6,335 Price Based On
Invoice (Y/N)?:___

Delivered price per unit: _____
+ Distribution price per unit: _____
Total unit price: _____
Qty X total unit price: _____

Item 47 SP0300-03-R-4007
8940 -01 -E09 -2260
 Unit of Issue: CO

BACON BITS, IMIT,
 13 oz co

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?:___

Estimated quantity: 4,383
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

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Item 48
8945 -01 -E09 -2260
 Unit of Issue: CO

SHORTENING, LIQ,
 deep-fat cookery, creamy, 35 lb co

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?:___

Estimated quantity: 5,163
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 49
8950 -00 -127 -9789
 Unit of Issue: CN

CATSUP, TOMATO,
 us gr a, no. 10 size can, u.s. std for gr

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?:___

Estimated quantity: 922
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Item 50
8950 -01 -400 -6495
 Unit of Issue: JR

ITALIAN DRESSING,
 free from separation, 1 gal jar

VENDOR QUESTIONS

Price Based On
 Invoice (Y/N)?:___

Estimated quantity: 139
 Delivered price per unit: _____
 + Distribution price per unit: _____
 Total unit price: _____
 Qty X total unit price: _____

Attachment 2, Listing of Schedule Items

Will be provided with Amendment 0001

Attachment 3

List of Customers and Address in Okinawa

FN9903

KADENA AIRMAN'S CLUB
KADENA AIRFORCE BASE
BLD 431
OKINAWA JA 99999
Jermy / Ike / Bobby
bobby.enlow@kadena.af.mil
634-0767

FN9904

KADENA NCO CLUB
KADENA AIR FORCE BASE
BLD 621
OKINAWA JA 99999
Troy L. Guyer/Don Whalen
don.whalen@kadena.af.mil
6347-0522

FN9905

KADENA OFFICER'S CLUB
KADENA AIR FORCE BASE
BLD #331
OKINAWA JA 99999
Tyron / Wayne/Ken Sorg
ken.sorg@kadena.af.mil
632-6072/634-7977 632-6075

FN9906

KADENA BOWLING CENTER
KAB BLDG113
OKINAWA JA 99999
Emily / Richard / Jim
jim.nagle@kadena.af.mil
634-2990 634-7001

FN9907

SHOGUN INN
KAB
OKINAWA JA 99999
Mr. Robert Ackerman

robert.ackerman@kadena.af.mil

FN9908

JACK'S PLACE
BLD #9950 KADENA AFB
OKINAWA JA 99999
Mr. Jack Oshiro / David Merlino
jack.oshiro@kadena.af.mil

FN9909

ITALIAN RESTAURANT
KAB BLD 3424
OKINAWA JA 99999
Mr. Mike Shimada / David Merlino
mike.shimada@kadena.af.mil

FN9910

TEE HOUSE RESTAURANT
KAB BLD 1117
OKINAWA JA 99999
David Merlino / Ms. Yukie Shimabukuro
yukie.shimabukuro@kadena.af.mil

FT9221

MARSHALL DINING FACILITY
BLDG 178
SCHRIEBER STREET
KADENA AFB
OKINAWA JA 99999
MSGt James Brant/TSgt Brand/Sgt Walker/Mr. Nagahama
james.brant@kadena.af.mil
634-1684/1900

FT9222

QUICK TURN INN FLIGHTLINE
BLDG 3301
KADENA AFB
OKINAWA JA 99999
SSGT Reigle/Mr. Nakamoto
gary.reigel@kadena.af.mil
634-0554

FT9223

18TH FOOD SERVICE
BLDG 178
SCHRIEBER STREET

KADENA AFB
OKINAWA JA 99999
SSgt Michelle Wells/SSGT Lemon
michelle.wells@kadena.af.mil
632-0398 632-0405

FT9230
STRICKLAND DINING HALL
KADENA BLDG 3522
KADENA AFB OKINAWA JA 99999
TSgt Barcega
jesse.barcega@kadena.af.mil
634-8041

FT9231
KADENA AFB FLIGHT KITCHEN
KADENA AFB BLDG 1467
OKINAWA JA 99999
TSgt Ortiz
paul.ortiz@kadena.af.mil
634-2242

FT9240
SILVER FLAG
KADENA AFB
OKINAWA JA 99999
MSgt Todd Wirt
todd.wirt@kadena.af.mil

FT9250
JOHNSON DINING HALL
KADENA AB JAPAN
BLDG 772
OKINAWA JA 99999
MSGT Buck gerald.buck@kadena.af.mil
632-0204

FT9554
NIKO NIKO CDC
KADENA AFB BLDG 334
OKINAWA JA APO AP 96368-5135
Mr. Chester Brown/Ms. Delores Phelps
delores.phelps@kadena.af.mil
632-7565/0263 634-2443

FT9555

WAKABA CDC
KADENA AFB BLDG 132
OKINAWA JA 99999

Mr. Chester Brown/Ms. Jerita LaForcarde
jerita.laforcarde@kadena.af.mil
632-7565/0263 634-2443

FT9556

SHIMA NO KO CDC KADENA
KADENA AFB BLDG 326
OKINAWA JA 99999

Mr. Chester Brown/Ms. Kim Pasi
kim.pasi@kadena.af.mil
632-7565/0263 634-2443

FT9903

KADENA NAF
KADENA AFB BLDG 431
OKINAWA JA 99999

Mr. Roger Jackson
roger.jackson@kadena.af.mil

HQCWAD

KADENA COMMISSARY
KADENA AB JAPAN 098-938-1111
OKINAWA JA 99999

HQCWH5

OKINAWA CDC
CAMP KINSER BLDG 202
OKINAWA JA 99999

HQCWHM

COURTNEY COMMISSARY
CAMP COURTNEY JAPAN 098-892-5111

HQCWHN

FOSTER COMMISSARY
CAMP FOSTER JAPAN 098-892-5111
OKINAWA JA 99999

HQCWHP

KINSER COMMISSARY
CAMP KINSER JAPAN 098-892-5111
OKINAWA JA 99999

HXRLFK

AAFES PACIFIC EXCH REGION
CAMP LESTER BLDG 339
OKINAWA JA 99999
Ms. Kazuko Gushiken

AAFES
CAMP KINSER
Bryan Poss
637-1249 879-8694

M20265

USMC MWR
CAMP BUTLER
OKINAWA JA 99999

M29016

III MEF RATIONS PLT
BLD 300
CAMP KINSER MGI JAPAN
OKINAWA JA 99999
Corpral Hanson
637-1090/2218 637-1538

M95489

USMC III MEF
NAHA PORT
"NAHA CITY, OKINAWA JAPAN"
NAHA CITY JA 999999

M95491

III MEF MRE OKINAWA
OKINAWA JA 99999

M98058

12TH MCD MCJROTC
12TH MCD BLDG 8 MCRD
3704 HOCHMUTH AVENUE
OKINAWA JA 99999

MCCS01

MCCS SUPPLY CAMP FOSER
BLDG 5600
Ms. Kugai
645-3089 645-0972

MCDP01

MCB MWR CLUB SYSTEM
CDC MCB CAMP BUTLER
BLDG 1071
OKINAWA JA 99999
Ms. Ryoko Kugai

MCDP02

CAMP KINSER CDP/MCMWR
CAMP KINSER BLDG 866
OKINAWA JA 99999
Troy / Will

MCDP03

CAMP KINSER PRE SCHOOL
CAMP KINSER BLDG 1067
OKINAWA JA 99999
Grant Nelson

MCDP04

CAMP COURTNEY CDP/MCMWR CAMP COURTNEY
BLDG 4456
OKINAWA JA 99999
Troy / Will

MCDP05

CAMP FOSTER CDP/MCMWR
CAMP FOSTER BLDG 5710
OKINAWA JA 99999
Troy / Will 645-2110 /2174 645-7237

MMACDP

MCBMWR
CAMP FOSTER
OKINAWA JA 99999

MX0001

9TH ESB DINING HALL
CAMP HANSEN BLDG 2343
OKINAWA JA 99999

MX0002

H & S BN
FSSG #42
CAMP KINSER BLDG 1223
OKINAWA JA 99999
"SSgt Rowe, Sgt Brown"
637-1822/1818/1816

MX0003

CAB MESS HALL
CAMP SCHWAB BLDG 3322
OKINAWA JA 99999
"SSgt Chaney, Sgt Smith"
625-2511/2354

MX0004

JWTC MESS HALL #13
NTA/JWTC BLDG 500
OKINAWA JA 99999
"GySgt Green, Sgt Rloux "
628-2217

MX0005

HQ BN DIV MESS HALL #1
CAMP COURTNEY BLDG 4328
OKINAWA JA 99999
"SSgt Camacho, Sgt Bernis"
622-7254

MX0006

12TH MAR MESS HALL #23
CAMP HANSEN BLDG 23247
OKINAWA JA 99999
SSgt Cortez
632-4231

MX0007

HQSVC MCB MESS HALL #28
CAMP FOSTER BLDG 488
OKINAWA JA 99999
Sgt Hernandez
645-2833/7158

MX0008

III MEF MARINE MESS #11
CAMP HANSEN BLDG 2601
OKINAWA JA 99999
Sgt Shields
632-4974/4942/4044

MX0009
AMMMO CO
CAMP SCHWAB/HENOKO
BLDG 1024
OKINAWA JA 99999

MX0010
BRIG MESS HALL
CAMP HANSEN BLDG 2490

MX0011
MCAS FUTENMA
MESS HALL #51
FUTENMA BLDG 423
OKINAWA JA 99999
"SSgt Bakewell, Sgt Torres"
636-2682/3331

MX0013
4TH MAR MESS HALL #4
BLDG #3613
CAMP SCHWAB
OKINAWA JA 99999
"MSGT Stevens, Sgt Rangel"
625-2409/2516

MX0014
COOK CHILL FACILITY
BLDG 425 CP KINSER
OKINAWA JA 99999
GySgt Ray/Ms. Keiko
637-2745/1972

N05836
USNS CONCORD T-AFS5
NAHA MILITARY PORT
OKINAWA JA 99999

N05838

USNS KILAUEA TAE-26
FISK YOKOSUKA
"OKINAWA, JAPAN"
OKINAWA JA 99999
Joseph P. Ruby

N20245

USNS KISKA
FISC YOKOKUSKA
DET OKINAWA OKINAWA JA 99999

N21305

USNS ASSERTIVE
C/O NAHA MILITARY PORT
UNIT 35164
OKINAWA JA 99999

N21622

NAHA MILITARY PORT
UNIT 35164
FPO AP 96373-5164
OKINAWA JA 99999

N21905

USNS SUMNER
FISC YOKOSUKA DET OKINAWA/sk1
OKINAWA JA 99999
Joseph P. Ruby

N22154

USNS BOWDITCH
T-AGS 62
FISC YOKOSUKA DET OKINAWA
OKINAWA JA 99999
SK2 Chrissy Miller/SK2 L.E. Bradley

N22196

USNS SAN JOSE T-AFS 7
FISC YOKOSUKA DET OKINAWA
OKINAWA JA 99999

N62649

USN ASSERTIVE
NAHA MILITARY PORT

UNIT 35164
OKINAWA JA 99999

N66443

SEAMANS CLUB
NAHA PORT
"OKINAWA, JAPAN"
OKINAWA JA 99999

NAVY MWR
KADENA AFB NAVAL MWR
Chris Weich /Lee Jay Hoff
634-6953 / 6961 634-6918

SEABEES
CAMP SHIELDS
MS1 Broome
632-4022 632-4303

N68470

NAVAL HOSPITAL CAMP LESTER
CAMP LESTER BLDG 6000
OKINAWA JA 99999
MS2 Willson/MS1 Layton
643-7396

NX0001

CFAO NMWR DEPT WAREHOUSE
WHITE BEACH BLDG 1003
OKINAWA JA 99999
M.F. Ciron

NX0002

CROWS NEST NMWR
CAMP SHIELDS
BLDG 6300
OKINAWA JA 99999
Jojo Deluna 632-4012

NX0003

TOUCH & GO NMWR
KADENA AFB BLDG 3597
OKINAWA JA 99999
M.F. Ciron/Nori Uezu
634-9115

NX0004

OCEAN CLIFF NMWR
WHITE BEACH BLDG 1000
OKINAWA JA 99999
Bruce Wood 642-2311

CENTRAL WAREHOUSE CAMP SHIELDS
BOBBY HOLT 632-4205 634-6918

R03363

USS KITTY HAWK CV 63
FISC YOKOSUKA DET OKINAWA
FPO AP 96634-2770
OKINAWA JA 99999
SK1 Mier 634-8267 634-8482

R05713

USS KAMEHAMEHA
FISC YOKOKUSKA
OKINAWA BRANCH
OKINAWA JA 99999

R05840

USS BLUE RIDGE
FISC YOKOSUKA OKINAWA BRANCH
OKINAWA JA 99999

R07182

USS DUBUQUE
FISC YOKOSUKA OKINAWA BRANCH
OKINAWA JA 99999

R07184

USS JUNEAU
"FISC YOKOSUKA DET, OKINAWA"
OKINAWA JA 99999

R07203

USS ANCHORAGE LSD 36
FISC YOKOSUKA DET OKINAWA
FPO AP 96660-1724
OKINAWA JA 99999

R20014

USS MT VERNON
FISC YOKOSKA
OKINAWA JA 99999

R20023

USS FREDRICK
FISC YOKOSUKA
OKINAWA BRANCH
OKINAWA JA 999999

R20043

USS WILLIAM BATES OKINAWA PORT
OKINAWA JA 99999

R20112

USS MOUNT HOOD
OKINAWA PORT
OKINAWA JA 99999

R20202

USS LOS ANGELES (SSN-688)
FISC YOKOSUKA OKINAWA BR
FPO AP 96622

R20575

USS PAUL FOSTER DD964
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R20601

USS O'BRIEN
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R20617
USS CUSHING
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R20633
USS BELLEAU WOOD
FISC YOKOSUKA-OKINAWA BRANCH
FPO AP 96622

R20826
USS LA JOLLA SSN 701
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R20865
FRANK CABLE
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R20882
USS BREMERTON SSN 698
FISC YOKOSUKA DET OKINAWA
KADENA AIR BASE
FPO AP 96622

R20965
USS GEORGE PHILP
FISC YOKOSUKA OKINAWA DET
KADENA/WHITE BEACH
FPO AP 96622

R20967
USS SIDES FFG-14
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R20994
USS HOUSTON SSN-713
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R20996

USS BUFFALO
FISC YOKOSUKA DET
FPO AP 96622

R21023

USS SALT LAKE CITY
FISC YOKUSKA DET OKINAWA
FPO AP 96622

R21024

USS OLYMPIA SSN 717
C/O FISC YOK/OKINAWA
KADENA AB FPO AP 96622

R21025

USS HONOLULU
C/O FISC YOK/OKINAWA
KADENA AB
FPO AP 96622

R21033

USS WADSWORTH FFG-9
"FISC YOKOSUKA DET, OKINAWA"
FPO AP 96622

R21100

USS CHICAGO SSN-721
FPO AP 96622
FPO AP 96622

R21105

USS CURTS FFG 38
FISC YOKOSUKA DET OKINAWA
FPO AP 066621493 FPO AP 96622

R21110

USS THACH
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21200

USS VANDERGRIFT
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21232

USS GARY
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21245

USS SAFEGUARD (ARS-50)
FISC YOKOSUKA DET
FPO AP 96622

R21295

USS VINCENNES
C/O FISC YOK/OKINAWA
FPO AP 96622

R21302

USS LOUISVILLE SSN-724
FISC YOKOSUKA DET OKINAWA
FPO AP 966712404
FPO AP 96622

R21346

USS MOBILE BAY
FISC YOKOSUAKA OKINAWA BRANCH
FPO AP 96622

R21367

USS HELENA SSN 725
FISC YOKOSUKA DET "OKINAWA, JAPAN"
FPO AP 96622

R21400

USS FORT MCHENRY
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21451

USS CHANCELLORSVILLE
GC 62 FISC YOKO OKINAWA
FPO AP 96622

R21452

USS COMSTOCK
FISC YOKOSUSKA OKINAWA DET
KADENA/WHITE BEACH
FPO AP 96622

R21463

USS TOPEKA
FISK YOKOSUKA
FPO AP 96622

R21468

USS SALVOR ARS 52
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R21530

USS RUSHMORE LSD 47
FISC YOKOSUKA DET OKINAWA
FPO AP 966771735
FPO AP 96622

R21533

USS ESSEX
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R21605

USS JEFFERSON CITY
FISC YOKOSUKA DET
OKINAWA FPO AP 96622

R21623

USS COWPENS CGF-63
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R21639

USS GERMANTOWN
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21640

USS CURTIS WILBUR
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21686
USS JOHN S MCCAIN
FISC YOKOSUKA OKINAWA BRANCH
FPO AP 96622

R21692
USS COLUMBUS SSN762
FISC YOKOSUKA DET OKINAWA
FPO AP 96622

R21693
USS SANTA FE (SSN-763)
FPO AP 96622
FPO AP 96622

R21763
USS CHARLOTTE SSN 766
FISC YOKOSUKA DET OKINAWA
FPO AP 96622-2422
FPO AP 96622

R21816
USS TUCSON SSN 770
FISC YOKOSUKA DET OKINAWA
APO AP 99999

R21832
USS CHEYENNE SSN 773
FISC YOKOSUKA DET OKINAWA
APO AP 99999

R21852
USS HARPER'S PERRY LSD-49
FISC YOKOSKA
APO AP 99999

R21947
USS DECATUR
FISC YOKOSUKA OKINAWA BRANCH
APO AP 99999

R66688
CAMP SHIELD CONTRUCTN BN
CAMP SHIELDS
APO AP 99999

SD0346

USO KADENA
KADENA AFB BLDG 337
OKINAWA JA 99999
Edelmira Sanitiesteban
634-0496/0585

SD0347

USO SCHWAB
CAMP SCHWAB BLDG 3418
OKINAWA JA 99999
Albert Wilson Jr.

SD0348

CAMP HANSEN
CAMP HANSEN BLDG 2214
OKINAWA JA 99999
L.A. Kramvik

SD0349

SEAMAN'S CLUB
AJA PORT NEAR MTMC
OKINAWA JA 99999
G.M. Johnson

SP0340

USO FUTENMA
MCAS FUTENMA BLDG. 401
OKINAWA JA 99999
Frank Herrmann

V20996

USS BAFFALO
FISC YOKOSUKA
OKINAWA BRANCH
FPO AP 99999

V21406

USS GUARDIAN
FISC YOKOSUKA OKINAWA BRANCH
OKINAWA JA 999999
SK1 Mier
634-8267 634-8482

V21453

USS PATRIOT

SP0300-03-R-4007
PRIME VENDOR OKINAWA

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FISC YOKOSUKA DET OKINAWA
OKINAWA JA 99999
SK1 Mier
634-8267 634-8482

W8009U
1/1ST SFG (A)
TORII STATION
OKINAWA JA 99999

W81EP5 10TH ASG CORAL COVE
TORI STATION
OKINAWA JA 99999

W81F58
10TH ASG REGULAR ARMY MRE
TORI STATION
OKINAWA JA 99999
Norman Vest

W81PR5

E CO. 1ST SATCON BN
FORT BUCKNER
OKINAWA JA 99999

W9014C

10TH ASG CORAL COVE
10TH ASG TORII STATION BLDG 200
OKINAWA JA 99999
Jerry Takara 644-4202

W9028K

10TH ASG MRE
TORI STATION
OKINAWA JA 99999

W99EFP

ARMY 10ASG
ENDURING FREEDOM PI
"BLDG. 3473, KADENA FLT CARGO"
OKINAWA JA 99999
Mr. Miller/Vance 644-4921/4352

WQXKA1

63RD REG SPT CMD
TORII STATION
OKINAWA JA 99999

WX3JP3

10TH ASG COBRA GOLD
"JCEPO,J3"
"ARFOR 17TH CSB, ARSOF 3/1 SFG(A)"
OKINAWA JA 99999

Z11408

USCGC MORGENTHAU
WHEC 722
FISC YOKOSUKA DET OKINAWA
FPO AP 96672-3916
FPO AP 96672

ATTACHMENT 4 - Table Definition, one2one data (NAPA tracking)

Table Definition

data format: excel, flat ASCII, or delimited ASCII
transmission: email : data@one2oneus.com (please include contract number(s) in email title)
 ftp: <ftp://ftp.one2oneus.com> (please inquire for a username and password)

frequency: as often as the data may change but no more than weekly.

content: all your products, NAPA and non-NAPA, that you ship to the government.

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.**

- 1 This field represents the manufacturer's part number of the product. If a valid case UPC is available you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.**
- 2 This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.**
- 3 This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.**
- 4 This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.**
- 5 Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for Case, and the allowance UOM is "CS", for Case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the Allowance UOM is "LB", for pounds. This conversion factor may be fifty (50) because there are 50lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.**
- 6 For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.**

ATTACHMENT 5 - 810 Data

June 1, 1999

Electronic Invo



810 INVO



This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1

<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
		<u>Loop I.D. - N1</u>	
070	N1	Name	O (M for DSCP)

110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
	<u>TABLE 2</u>	<u>Loop I.D. – IT1</u>	
010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
	<u>TABLE 3</u>		
010	TDS	Total Monetary Value Summary	M
		<u>Loop I.D. - SAC</u>	
040	SAC	Service, Charge Information	O
		<u>Loop I.D. – ISS</u>	
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

The following information applies to **PRIME VENDORS** only!!

Baseline Item Data (IT1): PAGE 8.

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. *If* additional CLIN(s) on the same Purchase Order *have not* been delivered, data **“MAY”** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on

each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

4. Any “new” CLINS/line items, (substituions & adds) must appear as the last line on the invoice. Adds “MUST” start with CLIN number 9999AA, 9999AB. As Call date’s change, 9999AA maybe recycled. SEE EXAMPLES...

- a) SP030098D1234 063A = CLIN # 9999AA
 063A = CLIN # 9999AB
 063A = CLIN # 9999AC
- b) SP030098D1234 064T = CLIN # 9999AA
 064T = CLIN # 9999AB
 064T = CLIN # 9999AC

Revised as of July 30, 1998.

1A

SEG ID ST Transaction Set Header
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set.	M/Z	ID	3/3

810 X12.2 Invoice					
ST02	329	Transaction Set Control Number	M	AN	4/9
Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set					
NOTE:					
The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition. (e.g. 810 selects the invoice transaction set)					

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice
 POS No 020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to Transmit identifying numbers and dates

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice	M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234	M	AN	13/13

		0 = numeric zero			
BIG05	328	Release Number/Call (e.g. 063A)	M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code 2/2 ZZ = Mutually Defined		M	ID
NOTE:					
BIG04 - Do not transmit dashes or slashes					
BIG08 – Applied to Invoices for “PRIME VENDORS ONLY”					
** Non-Prime Vendors do not use BIG08					

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

Loop Repeat 200

SEG ID N1 Loop ID
 POS NO 070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35

N103	66	Identification Code Qualifier 10 = Dept of Defense Activity	X	ID	2/2
				Address Code (DoDAAC)	
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number
 POS NO 110
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number	M	ID	2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)	X	AN	14/14

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional **** See Note Below**
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code	O	ID	2/2

16 = Prompt Payment Act					
ITD03	338	Terms Discount Percent	O	R3	1/6
Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)					
ITD04	370	Terms Discount Due Date (YYMMDD)	O	DT	6/6
ITD05	351	Terms Discount Days Due	X	N	3/3
Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)					

NOTE:
 Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference
 POS NO 140
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3

DTM02	373Date		X	DT 6/6
	(YYMMDD)			

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!(modified 1-30-2002)

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION		REQ	TYPE
LENGTH					
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)		O/Z AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt X *decimal uses one position length (e.g. 25.50 = 0000025.50)		R2	1/10

IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined		X	ID 2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
IT110	235	Product/service I.D. Qualifier VN=Vendor Code Qualifier		X	ID 2/2
IT111	234	Product/Service I.D. (e.g. 12345678)	X	AN	13/13

?? This information is the Prime Vendors Part Number
 ??

NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV*VN
 *12345678

Refer to page 1A “IF” CLIN was NOT shipped- (e.g. zero fill quantity and price field)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X N		1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13

NOTE: NON PRIME VENDORS ONLY::: Data required in all of the above segments.
EXAMPLE

IT1*0001 *10*CA*0000002.50*FS*891500E210123

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)	M	N2	1/10

EXAMPLE

TDS*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
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REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
 POS NO 070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the
Transmitted segments (including the beginning (ST) and ending
(SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE
SE*30*000004110

ATTACHMENT 6 - SMALL BUSINESS SUBCONTRACTING PLAN

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements; and Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Classifications.

**THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN
PREPARING A
SUBCONTRACTING PLAN.**

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flowdown clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flowdown Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year)); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: An historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an “historically underutilized business zone;” is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov/hubzone.

The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will appear in individual firm profiles in SBA’s PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term “socially disadvantaged” means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term “economically disadvantaged” means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA at www.sba.gov/sdb. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at <http://pro-net.sba.gov>.

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(2) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(3) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN

A small business concern –

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ **Plant/Distribution Site**

_____ **Division**

2. Commercial Subcontracting Plan

_____ **Plant/Distribution Site**

_____ **Division**

3. _____ Individual Contract Plan Total Contract Dollar Value

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM; _____ **TO:** _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

4. In accordance with FAR Clause 52.219-9 – The offeror’s subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.

2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
TOTAL TO BE SUBCONTRACTED	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned SB**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned SB**	\$ _____	_____ %*
3. To HUBZone SB**	\$ _____	_____ %*
4. To Disadvantaged SB**	\$ _____	_____ %*
5. To Women-Owned SB**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of B

Note: A separate goal for Service-Disabled Veteran-Owned Small Business is not mandatory.

These firms may be included in the goal for Veteran-Owned Small Business.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*), veteran-owned small business by two asterisk (**), service-disabled veteran-owned small business by three asterisk (***)

(***), HUBZone small business by four asterisk (****), small disadvantaged business by five asterisks (*****) and women owned small business concerns by six asterisks (*****).

4. **A description of the method** used to develop the subcontracting goals in item 2 above.
5. **A description of the method used to identify potential sources for solicitation purposes** (e.g., existing company source lists, the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
6. **A statement** as to whether or not the offeror included **indirect costs** in establishing subcontracting goals, **and a description of the method used to determine the proportionate share of indirect costs**
7. **to be incurred with small business, veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.**
8. The **name of the individual** employed by the offeror who will administer the offeror's subcontracting program, and **a description of the duties** of the individual.
9. **A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts.**
(This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. **Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.**
 - b. **Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.**
 - c. **Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.**
 - d. **Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.**
- 10. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.**
- 11. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure**

that its subcontractors agree to submit Standard Forms 294 and 295.

12. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran—owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUBZone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program’s requirements.

- f. **On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.**

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. **Establish a subcontracting goal of 5% for small disadvantaged businesses.**
- b. **Identify efforts to provide technical assistance to SDB's.**
- c. **Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.**

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ **DATE:** _____

(CONTRACTING OFFICER)

AGENCY: _____

*** THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.**

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT \$_____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE.

ATTACHMENT UGR-A-1 SCHEDULE OF SUPPLIES

LSN: 8970-01-E10-0116	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 1, semi-perishable component (2 boxes) , 50 meals, requires 8970 01-E10-0121, breakfast menu 1, perishable component (1 box) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0117	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 2, semi-perishable component (2 boxes) , 50 meals, requires 8970 01-E10-0122, breakfast menu 2, perishable component (1 box) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0118	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 3, semi-perishable component (2 boxes) , 50 meals, requires 8970 01-E10-0123, breakfast menu 3, perishable component (1 box) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0119	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 4, semi-perishable component (2 boxes) , 50 meals, requires 8970 01-E10-0124, breakfast menu 4, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0120	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 5, semi-perishable component (2 boxes) , 50 meals, requires 8970 01-E10-0125, breakfast menu 5, perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0121	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 1, perishable component (1 box) , 50 meals, requires 8970-01-E10-0116, breakfast menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0122	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 2, perishable component (1 box) , 50 meals, requires 8970-01-E10-0117 breakfast menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0123	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 3, perishable component (1 box) , 50 meals, requires 8970-01-

	E10-0118 breakfast menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0124	UNITIZED GROUP RATION-A OPTION (UGR-A), Breakfast Menu 4, perishable component (1 box) , 50 meals, requires 8970-01-E10-0119 breakfast menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0125	UNITIZED GROUP RATION-A OPTION (UGR-A), breakfast menu 5, perishable component (1 box) , 50 meals, requires 8970-01-E10-0120 breakfast menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0126	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 1, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0136 dinner menu 1, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0127	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 2, semi-perishable component (2 boxes) , 50 meals , requires 8970-01-E10-0137 dinner menu 2, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0128	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 3, semi-perishable component (2 boxes) , 50 meals, Requires 8970-01-E10-0138 dinner menu 3, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0129	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 4, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0139 dinner menu 4, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0130	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 5, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0140 dinner menu 5, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0131	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu

	6, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0141 dinner menu 6, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0132	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 7, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0142 dinner menu 7, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0133	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 8, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0143 dinner menu 8, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0134	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 9, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0144 dinner menu 9, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0135	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 10, semi-perishable component (2 boxes) , 50 meals, requires 8970-01-E10-0145 dinner menu 10, perishable component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0136	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 1, perishable component (1 box) , 50 meals, requires 8970-01-E10-0126 dinner menu 1, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0137	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 2, perishable component (1 box) , 50 meals, requires 8970-01-E10-0127 dinner menu 2, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate.
LSN: 8970-01-E10-0138	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 3, perishable component (1 box) , 50 meals, requires 8970-01-E10-0128

	dinner menu 3, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0139	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 4, perishable component (1 box), 50 meals, requires 8970-01-E10-0129 dinner menu 4, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0140	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 5, perishable component (1 box), 50 meals, requires 8970-01-E10-0130 dinner menu 5, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0141	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 6, perishable component (1 box), 50 meals, requires 8970-01-E10-0131 dinner menu 6, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0142	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 7, perishable component (1 box), 50 meals, requires 8970-01-E10-0132 dinner menu 7, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0143	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 8, perishable component (1 box), 50 meals, requires 8970-01-E10-0133 dinner menu 8, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate
LSN: 8970-01-E10-0144	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 9, perishable component (1 box), 50 meals, requires 8970-01-E10-0134 dinner menu 9, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

LSN: 8970-01-E10-0145	UNITIZED GROUP RATION-A OPTION (UGR-A), Dinner menu 10, perishable component (1 box), 50 meals, requires 8970-01-E10-0135 dinner menu 10, semi-perishable component (2 boxes) to complete menu, also requires bread and milk (ordered separately) to be nutritionally adequate

Attachment UGR-A-2

UGR-A Menu Descriptions

BREAKFAST MENU 1

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
EGGS	60	1/2 cup Eggs, Frozen, Whole, Boil-in-Bag				
BACON	50	3 slices Bacon, Sliced, Precooked, Frozen				
GRAPE JUICE	64	3/4 cup Juice, 100% Grape, Concentrate				
HOMINY GRITS	54	2/3 cup Hominy Grits, White,				
HASH BROWNS	74	1/2 cup Dehydrated, Hash brown mix				
CINNAMON ROLLS	54	2 oz rolls Cinnamon Raisin Swirls				
CATSUP	35	9 gm pkts Catsup				
MARGARINE	32	0.5 oz ea Liquid Margarine				
STRAWBERRY JELLY	35	1/2 oz pchs Jelly, Strawberry				
HOT SAUCE	35	3 gm pchs Hot Sauce				
COFFEE	53	6 oz Coffee, Liquid, 100% Colombian				
COCOA	16	1 oz pkt Cocoa Beverage Powder				
CREAMERS	50	3 gm pkt Creamers, Nondairy				
	50	Tray, 5-Compartment, Paper				
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	100	<i>Paper Cups, 8 oz</i>				
	4	Trash Bags, 2 mil, Clear				
Cooking Supplies						

	1	1 oz	Salt	Tones Brothers	N/A	1	1 oz co
	1	.70 oz	Pepper	Tones Brothers	N/A	1	.07 oz cc
	1	.70 oz	Minced Onions	Tones Brothers	N/A	1	.07 oz cc
	1	16 oz	Oil, Vegetable	Wesson	18 @ 80° F	1	16 oz bottle

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

BREAKFAST MENU 2

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
EGGS	60 1/2 cup	Eggs, Frozen, Whole, Boil-in-Bag				
BROWN AND SERVE SAUSAGE	50 2 ea	Sausage Links, Brown & Serve, Frozen, Precooked				
ORANGE JUICE	64 3/4 cup	Juice, 100% Orange, Concentrate				
OATMEAL	43 3/4 cup	Cereal, Rolled Oats, Instant				
HASH BROWNS	74 1/2 cup	Potatoes, White, Dehydrated				
BREAKFAST PASTRY	50 2 oz	Pastry, breakfast type, shelf stable Cranberry squares				
CATSUP	35 9 gm pkt	Catsup				
MARGARINE	32 0.5 oz ea	Liquid Margarine				
GRAPE JELLY	35 1/2 oz pch	Jelly, Grape				
HOT SAUCE	35 3 gm pch	Hot Sauce				
COFFEE	53 6 oz	Coffee, Liquid, 100% Colombian				
COCOA	16 1 oz pkt	Cocoa Beverage Powder				
CREAMERS	50 3 gm pkt	Creamers, Nondairy				
	50	Tray, 5-Compartment, Paper				
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	100	Paper Cups, 8 oz				
	4	Trash Bags, 2 mil, clear				
Cooking Supplies						
	1 1 oz	Salt				
	1 .70 oz	Pepper				
	1 .70 oz	Minced Onions				
	2 1.25 oz	Cinnamon Maple Sprinkles				
	1 16 oz	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

BREAKFAST MENU 3

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/50 Ind	Container Size
EGGS	60	1/2 cup	Eggs, Frozen, Whole, Boil-in-Bag				
BACON	50	3 slices	Bacon, Sliced, Precooked, Frozen				
BLUEBERRY WAFFLES	104	2 ea	Blueberry Waffles, Frozen, 1.25 oz minimum				
ORANGE JUICE	64	¾ cup	Juice, 100% Orange, Concentrate				
HOMINY GRITS	54	2/3 cup	Hominy Grits, White Quick				
MAPLE SYRUP	50	1.5 oz pch	Syrup, Imitation, Maple				
CATSUP	35	9 gm pkt	Catsup				
MARGARINE	32	0.5 oz	Liquid Margarine				
JELLY, STRAWBERRY	35	½ oz pch	Jelly, Strawberry				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
COCOA	16	1 oz pkt	Cocoa Beverage Powder				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	100		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil, clear				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	2	1.25 oz	Cinnamon Maple Sprinkles				
	1	16 oz	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

BREAKFAST MENU 4

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue / 50 Ind.	Container Size
EGGS	60 1/2 cup	Eggs, Frozen, Whole, Boil-in-Bag				
CREAMED BEEF	50 2/3 cup	Gravy, Creamed Beef, Conc. Frozen				
GRAPE JUICE	64 3/4 cup	Juice, 100% Grape, Concentrate				
HOMINY GRITS	54 2/3 cup	Hominy Grits, White, Quick				
HASH BROWNS	74 1/2 cup	Potatoes, White, Dehydrated				
BISCUITS	54 2 oz	Buttermilk Biscuits, Shelf Stable				
CATSUP	35 9 gm pkt	Catsup				
MARGARINE	32 0.5 oz ea	Liquid Margarine				
GRAPE JELLY	35 1/2 oz pch	Jelly, Grape				
HOT SAUCE	35 3 gm Pch	Hot Sauce				
COFFEE	53 6 oz	Coffee, Liquid, 100% Colombian				
COCOA	16 1 oz pkt	Cocoa Beverage Powder				
CREAMERS	50 3 gm pkt	Creamers, Nondairy				
	50	Tray, 5-Compartment, Paper				
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	100	Paper Cups, 8 oz				
	4	Trash Bags, 2 mil, clear				
Cooking Supplies						
	1	1 oz Salt				
	1	.70 oz Pepper				
	2	.70 oz Minced Onions				
	1	16 oz Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

BREAKFAST MENU 5

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/50 Ind.	Container Size
EGGS	60	1/2 cup	Eggs, Frozen, Whole, Boil-in-Bag				
SAUSAGE PATTIES	54	2 ea	Pork Sausage, Patties, Frozen, Precooked				
WAFFLES	120	2 ea	Whole Waffles, Frozen, 1.25 oz minimum				
ORANGE JUICE	64	3/4 cup	Juice, 100% Orange, Concentrate				
OATMEAL	43	3/4 cup	Cereal, Rolled Oats, Instant				
MAPLE SYRUP	50	1.5 oz pch	Syrup, Imitation, Maple				
CATSUP	35	9 gm pkt	Catsup				
MARGARINE	32	0.5 oz	Liquid Margarine				
JELLY, GRAPE	35	1/2 oz pch	Jelly, Grape				
HOT SAUCE	35	3 gm Pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
COCOA	16	1 oz pkt	Cocoa Beverage Powder				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar				
	100		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	2	1.25 oz	Cinnamon Maple Sprinkles				
	1	1	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 1

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/50 Ind.	Container Size
CREOLE MACARONI	54 1 cup	Beef, Ground, Frozen, 10 lbs Creole Sauce, Prepared Macaroni, 4 lbs				
GREEN BEANS	50 ½ cup	Green Beans, Canned				
APPLESAUCE	50 ½ cup	Applesauce, Canned				
VANILLA PUDDING	50 ½ cup	Pudding, Canned, Vanilla, Ready-to-use				
PEANUT BUTTER & GRAPE JELLY	24 1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Grape Jelly Twin Packs				
LEMONADE	12 6 oz	Beverage Base, Powder, Lemonade, sugar sweetened				
MARGARINE	32 0.5 oz	Liquid Margarine				
HOT SAUCE	35 3 gm Pch	Hot Sauce				
COFFEE	53 6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50 3 gm pkt	Creamers, Nondairy				
	50	Tray, 5-Compartment, Paper				
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75	Paper Cups, 8 oz				
	4	Trash Bags, 2 mil, clear				
Cooking Supplies						
	1 1 oz	Salt				
	1 .70 oz	Pepper				
	2 1.25 oz	Cinnamon Maple Sprinkles				
	2 .80 oz	Cajun Seasonings				
	1 .75 oz	Vegetable Seasonings				
	1 16 oz	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 2

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos).	Issue/50 Ind.	Container Size
TURKEY, SLICED	56 4 oz	<i>Turkey Breast, Sliced, Frozen, precooked</i>	Coddle Meats	9 @ 0° F	1	3-5# packag
STUFFING	48 ½ cup	Stuffing Mix, Chicken flavored	Stove Top	12 @ 80° F	2	24 oz box
MASHED POTATOES	55 ½ cup	Potatoes, White, Dehydrated, Instant	Mon Regency	12 @ 80° F	1	56 oz box
TURKEY GRAVY	64 2 OZ	Gravy Mix, Instant, Turkey	Legout	12 @ 80° F	1	20 oz bag
MIXED VEGETABLES	50 ½ cup	Vegetables, Mixed, Canned	Mon Regency	36 @ 80° F	2	#10 can
CRANBERRY SAUCE	50 1 oz	Cranberry Sauce	Ocean Spray	24 @ 80° F	4	16 oz can
FRUIT COCKTAIL	35 ½ cup	Fruit Cocktail, Canned	Mon Premium	36 @ 80° F	2	#10 can
CAKE ITEM	51 2 OZ	Cake, Shelf Stable Lemon Poppy Seed	Sterling	12 @ 80° F	1	51 ct bo
PEANUT BUTTER & STRAWBERRY JELLY	24 1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Strawberry Jelly Twin Pack	Squeezers	12 @ 80° F	1	24 ct ba
GRAPE DRINK	12 6 OZ	Powdered Beverage Base, Grape	Kool Aid	12 @ 80° F	3	19 oz can
MARGARINE	32 0.5 oz	Liquid Margarine	Parkay	Note 2	1	16 oz bottle
HOT SAUCE	35 3 gm Pch	Hot Sauce	PPI	Note 1	1	35 ct ba
COFFEE	53 6 oz	Coffee, Liquid, 100% Colombian	Coffee Express/ Rocky Mountain	36 @ 80° F	1	4 oz bottle
CREAMERS	50 3 gm pkt	Creamers, Nondairy	Carnation	24 @ 80° F	1	50 ct bo
	50	Tray, 5-Compartment, Paper	Chinet	NA	50	Trays
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)	B.O.C.	NA	1	50 ct ba
	75	Paper Cups, 8 oz	Chinet	NA	3	25 ct ba
	4	Trash Bags, 2 Mil	Heritage Bag	NA	4	Bags
Cooking Supplies						
	1 1 oz	Salt	Tones	N/A	1	1 oz co

				Brothers			
	1	.70 oz	Pepper	Tones Brothers	N/A	1	.07 oz c
	2	.40 oz	Poultry Seasonings	Tones Brothers	N/A	2	.40 oz c
	1	.75 oz	Vegetable Seasonings	Tones Brothers	N/A	1	.75 oz c

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 3

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
BBQ BEEF	50	¾ cup	Beef, Shredded, Frozen				
	50		BBQ Sauce, Prepared				
SCALLOPED POTATOES	56	2/3 cup	Potatoes, Scalloped, Dehydrated				
PEAS	50	¾ cup	Peas, Canned				
PEARS	35	½ cup	Pears, Canned, Diced or Sliced				
COOKIE ITEM	108		Cookie, Individual or Bulk, Oatmeal				
PEANUT BUTTER & GRAPE JELLY	24	1.12 oz pb pch 1 oz jelly pch	Peanut Butter and Grape Jelly Twin Packs				
CHERRY DRINK	126	6 oz	Beverage Base, Powder, Cherry,				
MARGARINE	32	0.5 oz	Liquid Margarine				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	1	.70 oz	Paprika				
	1	.75 oz	Vegetable Seasonings				
	1	16 oz	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 4

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue / 50 Ind.	Contain Size
GRILLED HAMBURGERS	100	2 oz patties	Beef Patties, Frozen, 3.2 oz uncooked				
BAKED BEANS	58	½ cup	Baked Beans, Canned, UG Grade A or equivalent, Style A, In Brown sugar, Molasses, or New England Sauce and other safe and suitable ingredient(s)				
CORN	50	¾ cup	Corn, Canned				
PEACHES	50	1/2 cup	Peaches, Canned				
CAKE	54	2 oz	Cake, Shelf Stable, Cinnamon Spice Crumb				
CATSUP	70	9 gm pkt	Catsup				
MUSTARD	70	1/5 oz pkt	Mustard, Prepared				
RELISH	70	9 gm pkt	Relish, Pickle, Sweet				
SALAD DRESSING	35	9 gm pkt	Salad Dressing, Mayonnaise type				
LEMONADE	126	6 oz	Powdered Beverage Base, Lemonade				
MARGARINE	32	0.5 oz	Liquid Margarine				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	<u>75</u>		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil				
Cooking Supplies							
	1	1 oz	Salt	Tones Brothers			
	1	.70 oz	Pepper	Tones			

				Brothers			
	2	1.10 oz	Steak Seasoning	Tones Brothers			
	1	.90 oz	Barbecue Spice	Tones Brothers			
	1	.70 oz	Minced Onions	Tones Brothers			
	1	.75 oz	Vegetable Seasonings	Tones Brothers			
	1	16 oz	Oil, Vegetable	Wesson			

Item in bold are perishable.

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Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 5

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
PORK CHOPS	50 4 oz	Pork Chops, Boneless, Precooked, Frozen				
AU GRATIN POTATOES	68 ½ cup	Potatoes Au Gratin, Dehydrated				
PORK GRAVY	64 2 oz	Pork Gravy Mix, Instant				
PEAS and CARROTS	50 ¾ cup	Peas and Carrots, Canned				
APPLE DESSERT	50 ½ cup	Apples, Canned, Sliced or Chunks				
COOKIE ITEM	108	Cookie, individual or bulk, Chocolate Chip				
PEANUT BUTTER & GRAPE JELLY	24 1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Pack				
ORANGE DRINK	126 6 oz	Beverage Base, Powder, Orange				
MARGARINE	32 0.5 oz	Liquid Margarine				
HOT SAUCE	35 3 gm pch	Hot Sauce				
COFFEE	53 6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50 3 gm pkt	Creamers, Nondairy				
	50	Tray, 5-Compartment, Paper				
	50	Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar				
	75	Paper Cups, 8 oz				
	4	Trash Bags, 2 mil				
Cooking Supplies						
	1 1 oz	Salt				
	1 .70 oz	Pepper				
	1 .75 oz	All Purpose Seasoning				
	1 .90 oz	Garlic Powder				
	1 .70 oz	Paprika				
	1 1.25 oz	Cinnamon Maple Sprinkles				
	1 .75 oz	Vegetable Seasonings				
	1 16 oz	Oil, Cooking				

Item in bold are perishable.

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LUNCH/DINNER MENU 6

Menu Item	Servings and Size	Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
SPAGHETTI with MEAT SAUCE	50	1 cup	Spaghetti Meat Sauce			
			Beef, Ground, Frozen, 10 lbs			
	50	1 cup	Spaghetti			
GREEN BEANS	50	½ cup	Green Beans, Canned			
PEARS	35	½ cup	Pears, Canned, Diced or Sliced			
CHOCOLATE PUDDING	50	½ cup	Pudding, Canned, Chocolate, Ready-to-use			
PEANUT BUTTER & STRAWBERRY JELLY	24	1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Strawberry Jelly, Twin Pack			
PARMESAN CHEESE	50	3.5 gm pouch	Parmesan Cheese			
PINK LEMONADE	126	6 OZ	Powdered Beverage Base, Pink Lemonade			
MARGARINE	32	0.5 OZ	Liquid Margarine			
HOT SAUCE	35	3 gm pouch	Hot Sauce			
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian			
CREAMERS	50	3 gm packet	Creamers, Nondairy			
	50		Tray, 5-Compartment, Paper			
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)			
	<u>75</u>		Paper Cups, 8 oz			
	4		Trash Bags, 2 mil			
Cooking Supplies						
	1	1 oz	Salt			
	1	.70 oz	Pepper			
	1	.25 oz	Italian Seasoning			
	1	.75 oz	Vegetable Seasoning			

	1	16 oz	Oil, Vegetable				
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Item in bold are perishable.

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Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 7

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue / 50 Ind.	Container Size
GRILLED STEAK	50	7 oz	Steak, Beef Rib, Ribeye roll steak, frozen				
MASHED POTATOES	55	½ cup	Potatoes, White, Dehydrated, Instant				
BROWN GRAVY	64	2 oz	Gravy Mix, Instant, Brown				
CORN	50	¾ cup	Corn, Canned				
PEACHES	50	½ cup	Peaches, Canned				
CAKE ITEM	50	2 oz	Cake, Shelf Stable, Brownie				
MARGARINE	32	0.5 oz	Liquid Margarine				
PEANUT BUTTER & GRAPE JELLY	24	1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Grape Jelly Twin Packs				
STEAK SAUCE	50	12 gram Pkt	Steak Sauce, 12 gram packet				
ORANGE	126	6 oz	Powdered Beverage Base, Orange				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil, clear				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	2	1.10 oz	Steak Seasoning				
	1	.75 oz	Vegetable Seasonings				
	1	16 oz	Oil, Vegetable				

Item in bold are perishable.

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LUNCH/DINNER MENU 8

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
BAKED HAM	50	4.0 oz	Ham, BONELESS, Fully Cooked, Frozen, Sliced				
MACARONI & CHEESE	50	1 cup	Macaroni, Elbow Sauce Mix, Instant or prepared Cheese				
GREEN BEANS	50	¾ cup	Green Beans, Canned				
PINEAPPLE	35	½ cup	Pineapple, Canned, Crushed or tidbits				
COOKIES	108		Cookie, individual or bulk, Oatmeal				
PEANUT BUTTER & STRAWBERRY JELLY	24	1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Strawberry Jelly Twin Pack				
LEMONADE	126	6 oz	Powdered Beverage Base Lemonade,				
MARGARINE	32	0.5 oz	Liquid Margarine				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil, clear				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	1	.70 oz	Steak Seasoning				
	1	.75 oz	Vegetable Seasonings				

Item in bold are perishable.

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LUNCH/DINNER MENU 9

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue / 50 Ind.	Container Size
CHILI CON CARNE	50	1 cup	Chili Mix Without Meat, Dehydrated Beef, Ground, Frozen				
WHITE RICE	60	3/4 cup	Rice, Instant				
CORN	50	3/4 cup	Corn, Canned				
APPLESAUCE	50	1/2 cup	Applesauce, Canned				
CAKE ITEM	50	2 oz	Cake, Shelf Stable, Brownie				
PEANUT BUTTER & STRAWBERRY JELLY	24	1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Strawberry Jelly Twin Pack				
ORANGE DRINK	126	6 oz	Powdered Beverage Base, Orange,				
MARGARINE	32	0.5 oz	Liquid Margarine				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	1	.75 oz	Chili Powder, Mild				
	1	1.25 oz	Cinnamon Maple Sprinkles				
	1	.75 oz	Vegetable Seasonings				
	1	16 oz	Oil, Vegetable				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

Note 2: Product shall be not older than 60 days from date of manufacture at time of assembly and shall not be used in calculation of ITD.

LUNCH/DINNER MENU 10

Menu Item	Servings and Size		Food/Ingredients/Supplies	Brand	Warranted Shelf Life (mos)	Issue/50 Ind.	Container Size
CHICKEN BREAST	50	3.2 oz	Chicken Breast, Skinless, Boneless, Cooked Frozen,				
RICE PILAF	68	¾ cup	Rice Mix, Pilaf				
CHICKEN GRAVY	64	2 oz	Gravy Mix, Instant, Chicken				
PEAS	50	¾ cup	Peas, Canned				
FRUIT COCKTAIL	35	½ cup	Fruit cocktail, canned,				
COOKIE ITEM	110		Cookie, individual or bulk, Chocolate chip				
PEANUT BUTTER & GRAPE JELLY	24	1.12 oz pb pch, 1 oz jelly pch	Peanut Butter and Grape Jelly, Twin Packs				
GRAPE DRINK	126	6 oz	Powdered Beverage Base, Grape				
MARGARINE	32	0.5 oz	Liquid Margarine				
HOT SAUCE	35	3 gm pch	Hot Sauce				
COFFEE	53	6 oz	Coffee, Liquid, 100% Colombian				
CREAMERS	50	3 gm pkt	Creamers, Nondairy				
	50		Tray, 5-Compartment, Paper				
	50		Dining Packets, Napkin, Knife, Fork, Spoon, Salt/Pepper, Sugar (2)				
	75		Paper Cups, 8 oz				
	4		Trash Bags, 2 mil				
Cooking Supplies							
	1	1 oz	Salt				
	1	.70 oz	Pepper				
	1	.75 oz	All Purpose Seasonings				
	1	1.25	Poultry Seasoning				

		oz					
	1	.75 oz	Vegetable Seasonings				

Item in bold are perishable.

Note 1: Product shall be no older than 90 days from date of manufacture at time of assembly.

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Attachment UGR-A-3 UGR-A Component Item Descriptions

L N:	ITEM DESCRIPTION:
FROZEN	
8905-01-E10-0019	BACON, SLICED, PRECKD, FZN, 100-150 Slices per pouch (Armour, Hillshire Farms Brand, Jimmy Dean)
8905-01-E10-0022	BEEF RIB, RIBEYE ROLL STEAK, FZN, portion-cut, min US Choice Grade, 7 oz each, NAMP 1112
8940-01-E10-0191	CREAMED BEEF GRAVY, CONCENTRATE, FRN, prep w/water, 25 servings per 5 lb bag, 2 bags per UGR A module (Jimmy Dean 41947)
8905-01-E10-0189	BEEF CRUMBLES, PRECKD, FRN, grd beef, mim 80 % lean, may contain soy protein max 20%, soy protein products (flours, concentrates and isolates used for functional purposes) for 4 lb bag
8905-01-E10-0021	BEEF, GRD, PATTIES, FZN, 80% lean, 3.2 oz each, IQF, 10 lb container, NAMP 1136 (Cross Creek, Monfort Brand)
8905-01-E10-0180	BEEF, PATTIES, FULLY COOKED, FRZ, all beef, natural shape hamburger, 2.0 ea, 100/case (Hormel Fast and Easy item 16914)
8905-01-E10-0146	BEEF, Shredded, FZN, sliced, min US, Choice Grade, 5 lb container (Monfort, Needham)
8905-01-E10-0026	CHICKEN BREAST FILLET, PRECKD, FZN, 3.2 oz portion, (Lakeside Brand, Advanced Foods)
8910-01-E10-0181	EGGS, WHOLE, FZN, boil-in-bag, w/citric acid, w/o milk, 20 ½ cup servings per 5 pound bag, minimum 5 mil thick (Wauldbaum item 51261 or equivalent)
8905-01-E10-0178	HAM, BNLS, CKD, SLICED, FRZ, smoked, 2 oz ea, 100 slices per 12.5 lb bx, 1 bx per module, (Rose Packing)
8905-01-E10-0172	HAM, STEAK, BNLS, CKD, FZN, 5 oz ea., (Bryan Brand)
8905-01-E10-0030	PORK LOIN CHOPS, CENTER-CUT, ONE MUSCLE, BNLS, FZN, portion-cut, min US Choice Grade, 5 oz avg, NAMP 1412E (Needham)
8905-01-E10-0031	SAUSAGE, BREAKFAST LINKS, PRECKD, FZN, pork, w/casing, 1.6 oz each (Jimmy Dean, Webber)
8905-01-E10-0032	SAUSAGE, BREAKFAST PATTIES, PRECKD, FZN, pork, 1.48 oz each, (Jimmy Dean Brand)
	SAUSAGE, BREAKFAST PATTIES, PRECKD FRN, pork, 1.5 oz each, (Webber)
8905-01-E10-0173	TURKEY BREAST, CKD, SLICED, FZN, 0.25 in. thick, 2 oz boil-in- bag, (Coddle meats)
8905-01-E-10-0177	TURKEY BREST, BNLS, CKD, SLICED, FRZ, 2 oz ea, (Rose Packing Co)
8905-01-E10-0174	TURKEY BREAST, CKD, SLICED, FZN, petite, natural shaped, 0.25 in. thick, 2 oz ea.(Jenn-O-Foods, Product Code 230555)
8920-01-E10-0035	WAFFLES, FZN, blueberry, 1.25 oz each, (Kellogg, Aunt Jemima)
8920-01-E10-0034	WAFFLES, FZN, Plain, 1.375 oz each, (Kellogg, Aunt Jemima, Downy Flake)
GROCERIES	
8960-01-E10-0156	BEV BASE, GRAPE, SWT, powder, w/ascorbic acid, 2 gallon yield, 24 oz foil laminate bag(Thirster Brand)
8960-01-E10-0158	BEV BASE, CHERRY, SWT, powder, w/ascorbic acid, 2 gallon yield, 24 oz foil laminate

	bag (Thirster Brand)
8960-01-E10-0160	BEV BASE, LEMONADE PINK SWT, powder, w/ascorbic acid, 2 gallon yield, 24 oz foil laminate bag (Thirster Brand)
8960-01-E10-0159	BEV BASE, LEMONADE, SWT, powder, w/ascorbic acid, 2 gallon yield, 24 oz foil laminate bag (Thirster Brand)
8960-01-E10-0039	BEV BASE, ORANGE, SWT, powder, w/ascorbic acid, 2 gallon yield, 24 oz foil laminate bag (Thirster Brand)
8960-01-E10-0040	BEV BASE, GRAPE, SWT, powder, w/ascorbic acid, 8 qt yield, 19 oz composite can w/resealable lid (Kool Aid Brand)
8960-01-E10-0043	BEV BASE, LEMONADE, PINK, SWT, powder, w/ascorbic acid, 8 qt yield, 19 oz composite can w/resealable lid, (Country Time Brand)
8960-01-E10-0041	BEV BASE, LEMONADE, SWT, powder, w/ascorbic acid, 8 qt yield, 19 oz composite can w/resealable lid, (Country Time Brand)
8960-01-E10-0042	BEV BASE, ORANGE, SWT, powder, w/ascorbic acid, 8 qt yield, 19 oz composite can w/resealable lid (Kool Aid Brand, Thirster)
8920-01-E10-0044	BISCUITS, BUTTERMILK, SHELF STABLE, 2 oz each
8920-01-E10-0147	CAKE, BANANA NUT, INDIVIDUAL, SHELF STABLE, loaf, w/o icing, 2 oz package, 17 per poly bag (Sterling Foods)
8920-01-E10-0045	CAKE, CHOCOLATE W/CHOCOLATE CRUMB, SHELF STABLE, 36 oz 10 servings per tray, (Sterling Foods)
8920-01-E10-0047	CAKE, LEMON POPPYSEED, SHELF STABLE, 2 oz each, 17 per poly bag (Sterling Foods)
8920-01-E10-0048	CAKE, SPICE, W/CINNAMON CRUMB, SHELF STABLE, 36 oz 10 servings per tray, (Sterling Foods)
8920-01-E-10-0179	CRANBERRY BREAKFAST SQUARES, 1.8 oz ea, 2 lb tray, 3 trays per module (Sterling Foods)
8920-01-E10-0046	BROWNIES, SHELF STABLE, 2 oz ea, (Sterling Foods)
8950-01-E10-0049	CATSUP, TOMATO, 9 gm package
8920-01-E10-0050	CEREAL, ROLLED OATS, quick cooking, 42 oz box, (Quaker Brand)
8910-01-E10-0051	CHEESE, PARMESAN, GRATED, 3.5 gm package ,(PPI)
	CHEESE, PARMESAN, GRATED, 6.0 gm container, (Kraft)
8940-01-E10-0052	CHILI MIX, DEHY, w/red kidney beans, prep w/water only, 16-1/2 oz bag, (Chef-Mate Brand)
8960-01-E10-0054	COCOA BEV POWDER, SWT, nonfortified, 1 oz package, (Swiss Miss Brand, Carnation)
8955-01-E10-0185	COFFEE, LIQUID, 100% Colombian blend of 90% max excelso and a min 10% supremo, w/o instant solids or preservatives, tamper-evident co, min 12 month shelf life
8920-01-E10-0055	COOKIES, CHOC CHIP, 2 oz package, (Sterling Foods)
8920-01-E10-0057	COOKIES, FIG BAR, 2 oz package, (Nabisco Brand Fig Newton)
8920-01-E10-0056	COOKIES, OATMEAL, 1.4.oz package, (Sterling Foods)
8920-01-E10-0059	COOKIES, SANDWICH, choc, w/crème filling, 1.8 oz package, (Nabisco Brand Oreo)
8920-01-E10-0058	COOKIES, SHORTBREAD, 1.5 oz package, (Nabisco Brand Lorna Doone)
8940-01-E10-0062	CREAMER, NON-DAIRY, POWDER, 5 gm package (Coffeemate, Swirl)
8915-01-E10-0064	FRUIT COCKTAIL, CANNED, light syrup pack, US Grade A or B, no. 10 cnsize can
8915-01-E10-0036	FRUIT, APPLESAUCE, CANNED, US Grade A, no. 10 size can

8915-01-E10-0061	FRUIT, CRANBERRY SAUCE, CANNED, jellied or strained, US Grade A, no. 303 size can, (Ocean Spray Brand)
8915-01-E10-0078	FRUIT, PEACHES, CANNED, sliced, light syrup pack, US Grade A or B, no. 10 size can (Hawaiian Gold Brand)
8915-01-E10-0081	FRUIT, PEARS, CANNED, sliced, light syrup pack, US Grade A or B, no. 10 size can
8915-01-E10-0085	FRUIT, PINEAPPLE, CANNED, crushed, natural juice pack, US Grade A or B, no. 10 size can
8940-01-E10-0065	GRAVY MIX, BROWN, 1 gal yield, (LeGout Brand, Trio Brand, Alliant Brand)
8940-01-E10-0066	GRAVY MIX, CHICKEN, 1 gal yield, (LeGout Brand, Trio Brand, Alliant)
8940-01-E10-0068	GRAVY MIX, PORK, 1 gal yield, (LeGout Brand, Trio Brand, Pioneer)
8940-01-E10-0069	GRAVY MIX, TURKEY, 1 gal yield (LeGout Brand, Trio Brand, Alliant)
8920-01-E10-0070	HOMINY GRITS, quick-cooking, white, enriched, 24 oz container (Quaker Brand, Jimmy Dandy Brand)
8930-01-E10-0105	JELLY, APPLE, 0.5 oz package
8930-01-E10-0071	JELLY, GRAPE, 0.5 oz package
8930-01-E10-0072	JELLY, STRAWBERRY, 0.5 oz package (PPI)
8915-01-E10-0151	JUICE, 100% GRAPE, CANNED, conc. 48 fl oz yield, 11.5 oz can (Welches)
8915-01-E10-0152	JUICE, 100% GRAPE, conc. 33.8 ounce aseptic container (Lyons Magnus)
8915-01-E10-0073	JUICE, 100% GRAPE, CANNED, conc, 1 gal yield, 26 oz can
8915-01-E10-0149	JUICE, 100% ORANGE, Conc., 33.8 ounce aseptic container (Lyons Magnus Brand)
8915-01-E10-0150	JUICE, 100% ORANGE, dehydrated, 16.5 ounce pouch (Crystals Int. Brand)
8915-01-E10-0074	JUICE, 100% ORANGE, CANNED, conc, 1 gal yield, 26 oz can
8915-01-E10-0170	JUICE, 100% ORANGE, CANNED, Conc., 4 + 1, 1 gallon yield 26.5 fl oz (HR Nicholuson Bombay Gold)
8915-01-E10-0171	JUICE, 100% GRAPE, CANNED, Conc., 4 + 1, 1 gallon yield 26.5 fl oz (HR Nicholuson Bombay Gold)
8945-01-E10-0075	MARGARINE, LIQ, CHL, 16 oz squeeze bottle, (may be stored at room temp for six months) (Parkay)
8950-01-E10-0077	MUSTARD, YELLOW, 0.5 oz package
8920-01-E10-0076	PASTA, ELBOW, DRY, 1 lb box (Borden, Prince Brand)
8920-01-E10-0102	PASTA, SPAGHETTI, DRY, thin, long form, 2 lb box (Borden, Prince Brand)
8930-01-E10-0080	PEANUT BUTTER AND JAM, twin pack, peanut butter, smooth or med, stabilized, unfortified, US Grade A or Fancy, 1.12 oz package, and jam, strawberry, US Grade A, 1 oz package, perforated common sides, (Squeezers Brand)
8930-01-E10-0079	PEANUT BUTTER AND JELLY, twin pack, peanut butter, smooth or med, stabilized, unfortified, US Grade A or Fancy, 1.12 oz package, and jelly, grape (Concord), US Grade A, 1 oz package, perforated common sides, (Squeezers Brand)
8940-01-E10-0084	PIE FILLING, APPLE, CANNED, no. 10 size can (Alliant, Monarch Regency)
8940-01-E10-0090	PUDDING, MILK CHOC, CANNED, no. 10 size can (Alliant , Monarch Regency)
8940-01-E10-0091	PUDDING, VANILLA, CANNED, no. 10 size can (Alliant, Monarch Regency)
8950-01-E10-0092	RELISH, SWEET, cured, 9 gm package (Heinz, PPI)
8920-01-E10-0094	RICE PILAF MIX, 36 oz box, (Uncle Ben's Brand, Alliant)
8920-01-E10-0093	RICE, PARBOILED, long grain, 70 oz box (Uncle Ben's Brand)
8950-01-E10-0183	MAYONNAISE, 11.75 oz squeeze bottle
8950-01-E10-0182	SALAD DRESSING, 10 oz squeeze bottle

8945-01-E10-0110	SALAD OIL, VEG BLEND, 16 oz bottle, (Wesson)
8950-01-E10-0192	SPICE, BLEND, ALL PURPOSE, W/O SALT, AND W/O MSG, dehy onion, spices, herbs, black pepper, and paprika), w/tamper proof seal, 0.75 oz polypropylene co, w/sprinkle style twist –off top
8950-01-E10-0193	SPICE BLEND, BARBECUE STYLE, W/O MSG, (salt, spices, red pepper, paprika, dehy garlic, and smoke flavor), tamper proof seal, 0.9 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0194	SPICE BLEND, CAJUN STYLE, (dehy garlic, spices, salt, paprika, dehy onions, and red pepper), tamper proof seal, 0.8 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0195	SPICE BLEND, CHILI PDR, mild, (chili pepper, spices, salt, dehy garlic, and red pepper), tamper proof seal, 0.65 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0196	SPICE BLEND, CINNAMON MAPLE SPRINKLES, (sugar, spices, cornstarch, and natural flavors), tamper proof seal, 1.25 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0197	SPICE, GARLIC PDR, tamper proof seal, 0.9 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0198	SPICE BLEND, ITALIAN STYLE, tamper proof seal, 0.25 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0199	SPICE, ONION, MINCED, DEHY, tamper proof seal, 0.7 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0200	SPICE, PAPRIKA, GRD, tamper proof seal, 0.7 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0201	SPICE BLEND, POULTRY SEASONING, (black pepper, marjoram, nutmeg, rosemary, sage, and thyme), tamper proof seal, 0.4 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0202	SPICE BLEND, STEAK SEASONING, (salt, dehy garlic, black pepper, dehy onion, spices, and red pepper), tamper proof seal, 1.1 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0203	SPICE BLEND, VEG SEASONING, W/O SALT, W/O MSG, (dehy onion, spices, dehy garlic, and black pepper), tamper proof seal, 0.75 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0204	SPICE, PEPPER, BLACK, GRD, tamper proof seal, 0.7 oz polypropylene co w/sprinkle style twist-off top,
8950-01-E10-0205	SALT, TABLE, iodized, tamper proof seal, 1.65 oz polypropylene co w/sprinkle style twist-off top
8950-01-E10-0100	SAUCE MIX, CHEESE, prep w/water only, 1 gallon yield (Trio Brand, Morrison, Pioneer)
8950-01-E10-0097	SAUCE, BARBECUE, 45 oz container, w/tamper evident closure, (KC Masterpiece Brand)
8950-01-E10-0153	SAUCE BARBECUE, 76 ounce plastic container, w/tamper evident closure, (Kraft Bullseye Brand)
8950-01-E10-0098	SAUCE, CREOLE, ½ gal container (Chef Mate Brand)
8950-01-E10-0099	SAUCE, HOT, 3 gram package (PPI, Texas Pete, Tabasco)
	SAUCE, HOT, 7 gram package (Louisiana)
8950-01-E10-0103	SAUCE, SPAGHETTI, CANNED, w/o meat, no. 10 size can (Alliant AngelMia)
8950-01-E10-0101	SAUCE, STEAK, 12 gm package, (PPI, A-1 Brand)
8950-01-E10-0107	SPICE SALT, 3-4 oz container (Lowery)

8920-01-E10-0104	STUFFING MIX, CHICKEN, four 5 oz hermetically sealed poly bags of bread cubes and four 0.6 oz foil laminated seasoning packet per partitioned box, 24 (1/2 cup) serving yield, 24 oz box, (Kraft Stove Top Stuffing)
8920-01-E10-0154	STUFFING MIX, Cornbread, 56 oz Bag, (Uncle Ben's)
8920-01-E10-0095	SWEET ROLLS, CINNAMON, SHELF STABLE, 2 oz package, (Sterling Foods)
8925-01-E10-0106	SYRUP, MAPLE, IMIT, thick, 1.5 oz package (PPI)
8915-01-E10-0037	VEG, BEANS, GREEN, CANNED, US Grade A or B, no. 10 size can
8915-01-E10-0038	BAKED BEANS, US Grade A, no. 10 size can, (Alliant, Busch, Allens)
8915-01-E10-0060	VEG, CORN, CANNED, golden, whole kernel or whole grain, US Grade A or B, no. 10 size can
8915-01-E10-0083	VEG, MIXED, CANNED, peas and carrots, US Grade A or B, no. 10 size can
8915-01-E10-0109	VEG, MIXED, no. 10 size can
8915-01-E10-0082	VEG, PEAS, CANNED, early or sweet, US Grade A or B, no. 10 size can
8915-01-E10-0086	VEG, POTATO MIX, DEHY, au gratin style, 36 oz gable top box (Monarch Regency, Basic American)
8915-01-E10-0089	VEG, POTATO MIX, DEHY, scalloped style, 36 oz gable top box (Monarch Regency, Alliant)
8915-01-E10-0088	VEG, POTATOES, DEHY, INST, agglomerates, gable top box (Monarch Regency, Alliant)
8915-01-E10-0087	VEG, POTATOES, DEHY, shredded (hash browns), gable top box, (Golden Griddle Brand Alliant)
NON-FOOD ITEMS	
8105-01-E10-0111	BAG, PLASTIC, clear, general purpose, 33 in. by 40 in. min 0.002 in. thick
7350-01-E10-0112	CUPS, DISPOSABLE, PAPER, for hot and cold drinks, non-white, subdued color (tan/sand/brown), 8 oz capacity (Solo, Chinet)
7360-01-E10-0113	DINING PACKET, fork, knife, spoon, 2 sugar, 1 salt, 1 pepper, 1 napkin/package, non-white, subdued color (tan/sand/brown) (B.O.C, King Packaging)
7350-01-411-5266	TRAY, MESS, 5 COMPARTMENT, rigid fiberboard only, grease and water resistant, smooth pressed finish, non-white, subdued color (tan/sand/brown) CID A-A 5217(Chinet)

Attachment UGR-A-4

UGR A RATION WEIGHTS AND CUBES								
ARC								
	Semi-perishable		Perishable					
Menus	Module Wt (LBS/2cs)		Unit Weight (Lbs.)	Case Dimensions	Case Cube	Case s Per Pallet	Pallet Cube	Pallet Wt
Breakfast Menu 1	47.10	565.2	19.50	15"XLX10"WX6.00"H	0.52	72	46.67	1404
Breakfast Menu 2	43.22	518.64	27.80	20.25"LX15.25"WX6""	1.07	36	46.67	1000.8
Breakfast Menu 3	38.04	456.8	31.90	20"LX16"WX10"H	1.85	12	28.89	382.8
Breakfast Menu 4	49.72	596.64	27.00	13.25"LX10.5"WX8.5"	0.68	48	44.44	1296
Breakfast Menu 5	36.10	433.2	38.70	20"LX16"WX14.5"H	2.69	12	38.89	464.4
Lunch/Dinner Menu 1	93.82	1125.84	11.00	12.25"LX8.5"WX5"H	0.3	96	40.00	1056
Lunch/Dinner Menu 2	79.56	954.72	13.50	18.75"LX9.75"WX3.25"	0.34	60	28.33	810
Lunch/Dinner Menu 3	78.04	936.48	16.00	16.5"LX10.5"WX4.50"	0.45	60	36.67	960
Lunch/Dinner Menu 4	87.32	1047.84	21.00	16.75"LX11"WX8"H	0.85	36	42.22	756
Lunch/Dinner Menu 5	131.24	850.32	16.60	16.5"LX10.5"WX4.50"	0.45	60	36.67	996
Lunch/Dinner Menu 6	100.28	1203.36	11.00	12.25"LX8.5"WX5"H	0.3	96	40.00	1056
Lunch/Dinner Menu 7	76.12	913.4	19.75	16.5"LX10.5"WX4.50"	0.45	60	36.67	1185
Lunch/Dinner Menu 8	73.28	879.36	13.50	18.75"LX9.75"WX3.25"	0.34	60	28.33	810
Lunch/Dinner Menu 9	81.96	983.52	11.00	12.25"LX8.5"WX5"H	0.3	96	40.00	1056
Lunch/Dinner Menu 10	79.10	949.2	10.75	18.20"LX12.25"WX4.7"H	0.61	36	38.00	387
AMERIQUEL								
	Semi-perishable		Perishable					

							4	
Breakfast Menu 3	32.00	384	22.00	40"X48"X43"	2.63	12	31.5 6	264
Breakfast Menu 4	40.00	480	22.00	40"X48"X38"	1.28	24	30.7 2	528
Breakfast Menu 5	32.00	384	34.00	40"X48"X39.5"	2.61	12	31.3 2	408
Lunch/Dinner Menu 1	32.00	768	12.00	40"X48X28"	0.33	72	23.7 6	864
Lunch/Dinner Menu 2	38.00	912	13.00	40"X48"X40	0.65	80	52.0 0	1040
Lunch/Dinner Menu 3	38.00	912	16.00	16.5"LX10.5"W X4.50"	0.56	36	20.1 6	576
Lunch/Dinner Menu 4	58.00	696	22.00	16.75"LX11"WX 8"H	0.88	24	21.1 2	528
Lunch/Dinner Menu 5	30.00	720	16.00	16.5"LX10.5"W X4.50"	0.51	24	12.2 4	384
Lunch/Dinner Menu 6	51.00	1224	12.00	12.25"LX8.5"W X5"H	0.32	72	23.0 4	864
Lunch/Dinner Menu 7	58.00	696	20.00	16.5"LX10.5"W X4.50"	0.56	36	20.1 6	720
Lunch/Dinner Menu 8	58.00	696	14.00	18.75"LX9.75" WX3.25"	0.35	80	28.0 0	1120
Lunch/Dinner Menu 9	70.00	840	12.00	12.25"LX8.5"W X5"H	0.34	72	24.5 0	864
Lunch/Dinner Menu 10	70.00	840	12.00	18.20"LX12.25" X4.7"H	0.48	72	34.5 6	864
WORNICK								
	Semi-perishable		Perishable					
Menus	Module Wt (LBS/2cs)	Unit Weight (Lbs.)	Case Dimensions	Case Cube	Case s Per Pallet	Pallet Cube	Pallet Wt	
Breakfast Menu 1	48.50	632	18.38	10.9"X16.9"X7.6"	0.8	36	34.8 0	711.7 8
Breakfast Menu 2	45.50	596	27.50	23.4"X15.8"X5.5"	1.17	24	33.7 0	710
Breakfast Menu 3	39.75	527	30.66	23.1"X15.3"X11.6"	2.38	12	34.2 0	417.9 2
Breakfast Menu 4	47.83	624	26.50	23.1"X15.9"X5.9"	1.24	24	35.6 0	686
Breakfast Menu 5	38.25	509	39.16	23.1"X15.5"X11.6"	2.41	12	34.5 0	519.7 2

Lunch/Dinner Menu 1	90.08	1131	9.00	12"X10"X4.6"	0.32	108	28.70	1022
Lunch/Dinner Menu 2	81.00	1022	13.50	18.8"X10"X3.3"	0.35	120	26.80	1670
Lunch/Dinner Menu 3	77.42	979	16.00	16.6"X10.6"X4.6"	0.47	72	34.00	1202
Lunch/Dinner Menu 4	86.42	1087	21.00	12.9"X12.5"X9.8"	0.9	48	38.30	1058
Lunch/Dinner Menu 5	73.67	934	16.63	17.1"X11.4"X4"	0.45	84	32.70	1446.5
Lunch/Dinner Menu 6	99.00	1238	9.00	12"X10"X4.6"	0.32	108	28.70	1022
Lunch/Dinner Menu 7	76.17	964	22.88	16"X10"X7"	0.65	72	44.50	1697
Lunch/Dinner Menu 8	71.58	909	13.50	18.5"X10.3"X2.1"	0.23	120	19.60	1670
Lunch/Dinner Menu 9	82.75	1043	9.00	10"X9.8"X4.5"	0.25	108	23.90	1022
Lunch/Dinner Menu 10	72.75	923	11.00	17.4"X11.3"X4.3"	0.48	84	40.20	974
PYA								
	Semi-perishable		Perishable					
Menus	Module Wt (LBS/2cs)	Unit Weight (Lbs.)	Case Dimensions	Case Cube	Case s Per Pallet	Pallet Cube	Pallet Wt	
Breakfast Menu 1	55.00	710	18.00	11"X16.1"X7.9"	0.5	36	41.12	806
Breakfast Menu 2	70.00	602	25.00	16.5"X11.5"X10"	1.1	24	41.79	674
Breakfast Menu 3	42.00	494	25.00	23.2"X13.8"X9.1"	1.57	12	30.13	398
Breakfast Menu 4	51.00	662	26.00	13.25"X11"X10.5"	0.9	24	34.78	674
Breakfast Menu 5	51.00	530	31.00	23.2"X13.8"X9.1"	1.64	12	30.13	434
Lunch/Dinner Menu 1	96.00	1238	10.00	11"X7.5"X5.25"	0.31	132	38.89	1370
Lunch/Dinner Menu 2	78.00	998	15.00	13.5"X18.4"X4.5"	0.65	60	37.64	965
Lunch/Dinner Menu 3	84.00	950	15.00	17"X10.5"X5"	0.51	60	46.90	950
Lunch/Dinner	83.00	1058	20.00	13.3"X21"X5.3"	0.83	36	46.9	770

Menu 4							0	
Lunch/Dinner Menu 5	78.00	1010	16.00	15.5"X10.6"X4.8"	0.51	72	40.00	1202
Lunch/Dinner Menu 6	101.00	1058	10.00	11"X7.5"X5.25"	0.31	132	38.89	1370
Lunch/Dinner Menu 7	81.00	1010	22.00	16.5"X10.5"X5.5	0.67	60	38.64	1140
Lunch/Dinner Menu 8	79.00	914	12.00	15.5"X10.25"X3.75	0.67	96	40.00	1202
Lunch/Dinner Menu 9	89.00	1130	10.00	11"X7.5"X5.25"	0.31	132	38.89	1370
Lunch/Dinner Menu 10	80.00	950	13.00	16.75"X13.3"X5.125	0.59	48	42.42	530
LABATT								
	Semi-perishable		Perishable					
Menus	Module Wt (LBS/2cs)		Unit Weight (Lbs.)	Case Dimensions	Case Cube	Case s Per Pallet	Pallet Cube	Pallet Wt
Breakfast Menu 1	48.38	580.56	18.40	16.8"X9"X11.3"	1.12	30	33.60	52
Breakfast Menu 2	45.06	540.72	28.05	16.8"X9"X11.3"	0.97	12	11.64	336
Breakfast Menu 3	39.51	474.12	31.25	20"X10.3"X14.8"	2.37	12	28.44	375
Breakfast Menu 4	52.04	624.48	42.00	16.8"X9"X11.3"	1.12	30	33.60	1260
Breakfast Menu 5	36.84	442.08	44.16	21.5"X13"X13.5"	2.37	12	28.44	529.92
Lunch/Dinner Menu 1	91.32	1095.8	11.16	11.5"X8.8"X5"	0.48	96	46.08	1071.36
Lunch/Dinner Menu 2	81.38	976.56	13.04	13.3"X10.3"X5"	0.39	60	23.40	782.4
Lunch/Dinner Menu 3	74.37	892.44	16.00	11.5"X8.8"X5"	0.44	60	26.40	960
Lunch/Dinner Menu 4	90.73	1088.76	15.40	11.5"X8.8"X5"	0.7	36	25.20	554
Lunch/Dinner Menu 5	70.72	848.64	16.60	16.3"X10.3"X4.6"	0.5	60	30.00	996
Lunch/Dinner Menu 6	106.56	1278.72	10.00	11.5"X8.8"X5"	0.28	72	20.16	720
Lunch/Dinner Menu 7	79.32	951.84	19.75	16.3"X10.3"X4.6"	0.56	60	33.60	1185

