

ITEMS TO BE PROCURED: Commercial Items
Perishable and Semi-Perishable Subsistence Items

REQUIREMENTS FOR:
Zone 3 Only: Ketchikan, Sitka, and Juneau

EFFECTIVE PERIOD OF CONTRACT: The effective period of the contract is from the placement of the first significant order, expected to be in accordance with Base Year Period as provided. Each Zone will be awarded for one twelve-month base period and two one-year options.

Base Year Period of Contract by Zone:
Zone 3: 24 August 2003 to 28 August 2004

ESTIMATED DOLLAR VALUES:
Zone 3: Customers in Alaska Zone 3
Each Twelve Month Period: \$300,000; Base Year Plus Two One Year Options: \$900,000.

GOVERNMENT QUALIFICATIONS:

- ?? Acceptance of the option years is mandatory.
- ?? Offeror must warrant that no representative of the company, or any associate company, will actively promote, encourage or market any of the customers on this acquisition away from the resultant DSCP contract(s) and onto a contract of any other Government agency or commercial entity.
- ?? The Government reserves the right to incorporate into any resultant contract(s) consumable or disposable products (related non-food items) associated with the preparation or serving of food. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.

AUTHORIZED NEGOTIATORS

The offeror represents the following are authorized to negotiate on the offeror's behalf with the Government in connection with this acquisition: (Print/type name, title, phone & fax numbers)

Name: _____ PHONE: _____
FAX: _____
Name: _____ PHONE: _____
FAX: _____
Name: _____ PHONE: _____
FAX: _____

CONTINUATION OF BLOCKS ON THE SF 1449

MINIMUM/MAXIMUM QUANTITIES:

The estimated total dollar value of this acquisition is \$900,000. This estimated total dollar value combines all zones, base years and option years.

The guaranteed minimum amount to be ordered under any resulting contract(s) is 25% of the total estimated contract dollar amount of each individual contract.

The maximum ceiling amount to be ordered under any resulting contract(s) is 50% over the total estimated contract dollar amount of each individual contract.

In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling of 75% over the total estimated contract dollar amount of each individual contract.

In the event the maximum monetary ceiling is reached, the Government reserves the right to exercise the option less than (1) year after the award date of the base year or any subsequent option year.

The maximum ceilings are not negotiable.

Block 8 (Continued):

Offer due date and local time is: **27 January 2003**
3:00 PM, Philadelphia, PA, local time.

Block 9 (Continued):

Address Mailed Offer to: Defense Logistics Agency
Defense Supply Center Philadelphia
P.O. Box 56667
Philadelphia, PA 19111-6667

Deliver Handcarried Offer, including delivery by commercial carrier, to:
Defense Logistics Agency
700 Robbins Avenue
Business Opportunities Office
Bldg. 36, 2nd Floor
Philadelphia, PA 19111-5092

Business Opportunities Office normal business hours are 8:00 AM to 5:00 PM local Philadelphia, Pennsylvania time, Monday through Friday except for Legal Federal Holidays as set forth in 5 USC 6103. Handcarried offers are to be delivered to the Business Opportunities Office during normal business hours.

Offerors responding to this solicitation via 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 closing time.

CONTINUATION OF BLOCKS ON THE SF 1449

For ALL Submissions the following information is required on the outside of the Proposal Package (regular mail or Commercial Carrier):
SOLICITATION NUMBER, DATE AND TIME.

Facsimile Offers are NOT authorized for the initial closing. Facsimile responses are authorized in response to discussions, if discussions are deemed necessary. All correspondence must contain the solicitation number, name of firm submitting offer and signature of authorized negotiator.

Block 10 (Continued): This acquisition is (1) UNRESTRICTED: All firms may offer regardless of business size.

If repeated telephone calls to DSCP go unanswered, DSCP could be closed due to hazardous weather conditions, or other unusual circumstances. The DSCP Hotline, 215-737-DSCP (3727), is available for information regarding operational status.

In order to continue doing business with any DoD agency, regardless of whether via EC/EDI or note, businesses are required to be registered in the DoD Central Contractor Registration (CCR) Database. For assistance go to the Central Contractors Registration web site at: <http://www.ccr.gov> or call 1-800-334-3414.

Contractors not able to register electronically, register through available Value Added Network (VAN) provider with support from the Electronic Commerce Resource Centers (ECRCs) listed below, or with support from the Procurement Technical Assistance Centers (PTACs):

ECRC support for trading partners whose company name begins with letters A through K, contact:

Palestine ECRD
2000 South Loop 256, Suite 11
Palestine, TX 75801
Phone: 903-729-5570 or 1-888-CCR-2423
FAX: 903-729-7988

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

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

For renewal of CCR registration, the web site is: <http://ccr.edi.disa.mil/>

PRE-PROPOSAL CONFERENCE:

There is no Pre-Proposal Conference scheduled for this acquisition. Questions can be phoned, faxed or e-mailed to the Contract Specialist, **Frank Piecyk or Michael Cianfrani**, from **December 9 through December 13, 2002**, between the hours of 9:00 AM and 4:00 PM, Philadelphia, Pennsylvania Time. An amendment with all questions and responses will be issued through Gateway the week of **December 16, 2002**. A Pre-Proposal conference can be scheduled upon sufficient interest from potential offerors.

Phone and Fax Numbers and E-Mail Address:

Phone: 215-737-7191 or 4470

Fax: 215-737-2161

E-Mail: PAA5412@dscp.dla.mil and PAA1287@dscp.dla.mil

GENERAL INFORMATION

Through this solicitation, it is the intention of the Defense Supply Center Philadelphia (DSCP) to establish one or more Indefinite Quantity Contracts (IQC) to provide subsistence products to the military and other Federally funded customers in **Alaska Zone 3**.

An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by the customer placing orders with the contractor.

This acquisition is for the procurement of Total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, Fresh Milk, Fresh Bread, "Branded" Bag in Box Soda, Non Food Items and Disposables.

The Government reserves the right to incorporate into any resultant contract(s) any consumable or disposable products (related non-food items) associated with the preparation or serving of food. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies. Some of these items will be required to be sourced through the National Industries for the Blind (NIB) and/or through the National Industry for the Severely Handicapped (NISH).

FOOD AND BEVERAGE DISPENSERS:

When requested, the Prime Vendor will provide to the customer, at no charge, the following food and beverage dispensers:

Hot Soup

Mashed Potato

Cereal

Liquid Roast Coffee Dispensers

Cappuccino Machines

Mechanically refrigerated dispensing machines and head for bag-in-box juices and drinks

The prime vendor maintains ownership of and responsibility for technical maintenance and quality control inspections and maintenance of food and beverage dispensers. Prime Vendor is responsible for repairs at no cost to the customer. Food and Beverage dispensers will be returned to the Prime Vendor at the conclusion of the contract.

A sufficient number of machines and dispensing heads shall be installed in the customers' facilities to accommodate the specific needs of each ordering facility.

Additional product dispensers could be required as customer usage and product changes and availability indicate.

CENTRAL CONTRACTS:

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

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

WAREHOUSE:

All warehouses to be utilized on resulting contract(s) are to be in compliance with all applicable state and federal regulations; this includes but is not limited to required inspections and licenses.

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

For Fish and Fishery Products; Processing means, with respect to fish or fishery product: Handling, storing, preparing, heading, eviscerating, shucking, freezing, changing into different market forms, manufacturing, preserving, packing, labeling, dockside unloading, or holding the facility must be in accordance with the FDA, 21 CFR part 123.

The extent to which the facility must be under HACCP guidelines will be dependent on the size of operation and functions performed. Any questions on requirements are/can be addressed to the FDA, Office of Seafood, phone number 301-436-2300. A copy of the Seafood HACCP guide can be obtained by submitting a fax request to the FDA, Office of Seafood, fax number 301-436-2599. FDA, Office of Seafood, will FEDEX a copy of the manual.

QUALITY PROGRAM

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 customer catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item

specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

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

1. Standardized product quality
2. Use of First-In, First-Out (FIFO) principles;
3. Monitoring Product shelf life;
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 are not used;
12. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement.
13. HACCP, AIB or similar certifications are up to date.

DELIVERY INSTRUCTIONS:

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

Installation delivery routes and stop-off sequence are required to be coordinated and verified with the installation on a post award basis. A written schedule of delivery is to be submitted to DSCP-HFVP prior to first delivery.

Contractor is maybe required to make deliveries on Federal Holidays. When a scheduled delivery day falls on a Federal Holiday, delivery will be made either on the next business day (not a Saturday or a Sunday) or as requested by the customer.

Federal Holidays:

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

COAST GUARD DELIVERY POINTS ZONE 3 – ALASKA	
USCGC Maple Government Pier, Sitka Sitka, AK 99835	DODAAC: P.O.C. FS1 Williams (907-966-5470) 40' trailer access, No Loading Dock
USCG Air Station Sitka 611 Airport Road Sitka, AK 99835	DODAAC: Z20280 P.O.C. FS1 Davis (907-966-5466) 40' trailer access, No Loading Dock
USCGC Anthony Petit 1300 Stedman Ketchikan, AK 99901	DODAAC: Z15524 P.O.C. FSC McKnight (907-228-0365) 40' trailer access, No Loading Dock
USCGC Acushnet 1320 Stedman Ketchikan, AK 99901	DODAAC: Z12201 P.O.C. FSC Risinger (907-228-0205) 40' trailer access, No Loading Dock
KITCHIKAN ROAD PROJECT	
DOD Ketchikan Road Project Address Continuous as Camp moves delivery point will change.	DODAAC: AKROAD P.O.C. Gary Rosynek (907-384-1841) 40' trailer access anticipated

PACKAGING, PACKING AND LABELING:

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

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

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

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

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

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

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

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

WARRANTIES

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

INSPECTION: ACCEPTANCE, REJECTION AND RETURN:

It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the

contractor from responsibility, nor impose liability on any of the customers, for non-conforming or unacceptable supplies.

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

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

Frozen product must meet the following criteria to be accepted:

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

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

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

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

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

INVOICE/DELIVERY TICKET:

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

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

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

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

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

FILL RATE:

Fill rates will not include substituted items. Prime Vendor is expected to stock sufficient quantities to fill all ordering activity requirements. Order fill rates will be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer, Contract Specialist, Account Manager or Commodity Logistics Specialist as specified after award.

ADDING NEW ITEMS INTO INVENTORY:

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

Items meeting the minimum usage requirement are to be incorporated into the contractor's warehouse within thirty days of customer request. If the contractor does not specify a minimum usage requirement, then a minimum usage requirement of three cases per month will be incorporated into any resulting contract(s).

NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA)

A NAPA is an agreement between DSCP and suppliers/manufacturers for reduced/discounted prices **exclusively** for DSCP Prime Vendor customers. NAPA allowances are identified by manufacturer product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way. All applicable allowances are deducted prior to the Prime Vendor's distribution fee.

DSCP implemented the NAPA Program as part of the Subsistence Prime Vendor program. Under the NAPA Program, DSCP will continue to enter into agreements with suppliers/manufacturers and maintain an updated list of available NAPA's.

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

Definition: Agreement Holder: Supplier or Manufacturer that has agreed to offer discounts to DSCP customers through DSCP Prime Vendor contracts.

Definition: National Allowance Pricing: Program implemented by DSCP to maximize the leverage of DSCP's unified buying power and reduce the overall delivered price under DSCP Prime Vendor contracts.

Under the NAPA Program, Agreement Holders will:

- Authorize and consent to allow the contractor to distribute its products to ordering activities under the DSCP Prime Vendor Program.
- Offer discounts on the delivered price of the product ordered under DSCP Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction for the STORES customer catalog.

NAPA's 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 a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA discount allowance.

Under a contract resulting from this solicitation:

- Within five (5) working days from notification of award, the awardee will contact Marty Lieb, Program Manager, NAPA Team, (215) 737-4210. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
- The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to by the Prime Vendor and the agreement holder.

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.

DEFENSE APPROPRIATIONS ACT

The 1997 DoD Appropriations Act, at Section 8091, revoked the exception to the requirements of the Berry Amendment for subcontracts for commercial items, which was found in DFARS 225.7002-2(j) and DFARS 252.225-7012. Accordingly, all items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be grown and produced in the United States or its' possessions.

THE FOLLOWING ITEMS ARE EXEMPT:

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

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

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

DESIGNATED MANDATORY SUPPLIERS FOR SPECIFIED ITEMS - FOOD

The items listed below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH). The mandatory sources now have the ability to package these items in a wide variety of sizes. The Prime Vendor must contact the mandatory source of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

NSN

8920-00-782-6353
8920-00-823-7221
8920-00-823-7223
8950-01-079-6942
8950-01-254-2691
Various

ITEM

Pancake Mix, No. 10 can
Cake Mix, Devil's Food
Cake Mix, Gingerbread
Paprika, Ground
Garlic Powder
Dining Packets (listed on following pages)

Required Suppliers:

Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 615-432-5981
Fax: 615-432-5987

Garlic Powder and Paprika:

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

Dining Packets (list of NSNs and descriptions stated below and on following page):

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

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS:

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

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

SURGE AND MOBILIZATION:

The capability to handle large increases in quantities for short periods of time, Surge, or for protracted periods of time, Mobilization. Surge and Mobilization could result in delivery requirements that could be double or triple regular orders (item quantities) with less lead-time than normal requirements. Surge and Mobilization can occur at various times throughout the term of the contract. Due to the nature of the customers (military and military support), no prior notice is provided and Surge and Mobilization can occur at any time. Distribution fees will not be re-negotiated as a result of Surge and/or Mobilization.

The contractor is required to have a detailed and realistic Readiness Plan describing procedures to be implemented should there be a need to unexpectedly provide increased support to government customers. The government reserves the right to test the Prime Vendor's Readiness Plan.

TRAINING EXERCISES:

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

ADDITIONAL CUSTOMERS:

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

CUSTOMER SERVICE:

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

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

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

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

EMERGENCY DELIVERIES:

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

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

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

REBATES / DISCOUNTS

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. Food Show Rebates must be given in the form of a deviated price.

The Prime Vendor will be as aggressive as possible in pursuing all rebates, including mail-in coupons and discounts for the customers supported under resulting contract. Rebates and discounts resulting from sales directly attributable to orders submitted by DSCP or DSCP customers are to be returned to DSCP or appropriate DSCP customers. Rebates and discounts shall be made available to DSCP customers in the form of an up-front price reduction (resulting in a lower delivered invoice price to the customer or a reduced STORES price). The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail in coupons and discounts for the customers supported under this contract.

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

The final procedures relative to managing and returning lump sum rebates will be based on the offeror's final proposal. The Government reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that moneys due to the Government have been properly returned in accordance with the offer.

FOOD SHOWS

DSCP encourages customer attendance at Prime Vendor sponsored Food Shows to increase customer awareness of the diversity of products available through the Prime Vendor. DSCP personnel attend these food shows to actively pursue food show "allowances" for DSCP customers. These allowances are negotiated by DSCP with exhibitors at the Food Show. DSCP also welcomes Prime Vendor representative's to pursue "allowances" through the Prime Vendor's normal commercial practice to obtain additional allowances or savings. At a minimum, the vendor must conduct one annual food show per year.

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.

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

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

At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of exhibitor representing the product.

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.

Within three weeks of the end of the Food Show allowance period, the vendor shall submit to the Account Manager a report of Food Show savings per customer.

RECALLS:

Prime Vendor is required to notify customers and DSCP of product recalls.

BREAKING CASES

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

ORDERING SYSTEMS AND ORDERING:

There are two primary types of ordering systems required by customers: DSCP STORES (Subsistence Total Order and Receipt Electronic System) on the web, and the contractor commercial ordering system. DSCP could eliminate the use of commercial ordering systems, and require all customers to utilize STORES.

Prime Vendor is required to provide required equipment to all Commercial Ordering customers, at no cost to either DSCP or to the customer.

For customers utilizing the DSCP provided ordering system, customers will be able to order all food and beverage requirements through STORES. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems, and translating the orders into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing.

Through STORES, the Prime Vendor will establish a customer order catalog specifically for customers using STORES. Customers will place orders through STORES. At time of order transmission, the Prime Vendor will receive the customers order showing Contract Number, Order Number, CLIN Number, Customer DODAAC, item description, quantity, and price. The information from the customer's transmitted order must be on the prime vendor's electronic invoice.

The Prime Vendor is required to interface with STORES. In order to interface with STORES, the offeror **must** be able to support the following EDI transaction sets:

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

A complete description of these transaction sets is included in the "EDI Implementation Guidelines" **Attachment 2** of this solicitation. The offeror may be required to transmit 832, 997 and 810 transactions, prior to award and during proposal evaluations, in order to demonstrate its EDI Compatibility.

Within the 832 transaction, the offeror is required to submit "Item Descriptions" per the Government's format. An example is, "Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut". Unit prices and extended prices must be formatted two (2) places to the right of the decimal point. STORES WILL NOT ACCOMMODATE POSITIONS 3 ABOVE AND BEYOND THE DECIMAL POINT. Prices are updated weekly and remain fixed for a one-week period beginning on the first Sunday after the update through the full week, ending on Saturday. Item prices at time of order are the item prices that should appear on the prime vendor's invoice.

In the event the STORES system or the prime vendor's interface would become temporarily non-operational, the prime vendor must provide alternate ways a customer may order (e.g. FAX, Phone, Pick-up orders, etc.)

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

NOTIFICATION OF NOT IN STOCK ITEMS:

A Prime Vendor representative is required upon request to provide weekly notification (Friday of the preceding week) of items at low inventory or not in stock to the customer and DSCP. In all cases, this representative is required to notify the customer as soon as possible after the order is placed if an ordered item is not available. The prime Vendor representative is also responsible to assist the customer in identifying the best available item substitute. The customer makes the determination of acceptability for any substitutions.

In reference to the price of substitutions, a customer should be offered an item of comparable price and quality as to the initial item request. In a situation that an item continuously results in substitution of a higher price (five times in a three month period) the vendor will be required to discount the price difference in the following three month time frame. If a particular item is discontinued or unavailable by the manufacturer, DSCP may provide an exception to the Vendor. The intent is to ensure higher priced items are not continuous substitutes to DSCP customers.

PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS

The Subsistence Prime Vendor Technical and Business Support Branch will conduct Prime Vendor Quality System Management Visits (PVQSMV's) to review the contractor's methods used to meet the terms of the contract and to verify that those terms are being met. PVQSMV's may include on-site visits to subcontractors and/or product suppliers. The contractor shall be responsible for coordinating these on-site visits by DSCP Personnel with their Subcontractors/Suppliers. **See Attachment 3.**

DSCP NATIONAL FOOD AUDITS

Basic Audits: The National Food Audit Program is a service and quality assurance check to ensure DSCP customers are receiving products of an optimum quality level. The audit objectives focus on the following:

- (1) Prime Vendors adherence to contract requirements.
- (2) The quality level of the materials supplied is at a satisfactory quality level.
- (3) Products supplied are in accordance with item descriptions presented in the customer catalogs and corresponding stock numbers.

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

The National Food Audit technical product review is intended to provide a partnership with customers, prime vendors and DSCP, and to provide a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from or compliance with established quality requirements is provided during the product review.

For each Prime Vendor 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 the prime vendor and suppliers/subcontractors. The average cost of a Meat Audit is approximately \$6,000.00; the average cost of a seafood audit is expected to be \$3,000.00. Prime Vendors 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 Products and Fruits & Vegetables. Any expense for the sampled product above these ceilings may be billed to the Government under the existing contract. Only items used by customers or menu items required by services' headquarters would be selected for audit.

The Prime Vendor is responsible for providing the location for the audit. Representatives of the Prime Vendor and the Defense Supply Center Philadelphia must agree upon the site chosen. All location and equipment costs associated with the audit will be the responsibility of the Prime Vendor. No costs, aside from the direct product costs exceeding the stated limitations, may be billed to government as a result of the Food Audit.

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.

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

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

Program Expansion: The government plans to expand this program into all categories of subsistence items. Samples will be required as above within negotiated limits.

MANAGEMENT REPORTS:

The following Monthly Management Reports are due by the fifth of each month:

1. Fill Rates for the preceding month
 - Product Not In Stock Report
 - Product Rejection Report
 - Product Substitution Report
 - Monthly Credit Report and Slips and corresponding Invoices
2. Socioeconomic Report:
 - Small Business Information (includes Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran-Owned, Hub Zone, and Javits-Wagner-O'Day qualified nonprofit agencies for the blind or other severely disabled businesses)
 - Product Line Manufacturer/Supplier Listing
3. NAPA Report
4. Financial Status Report

The following Management Reports are cumulative, and due quarterly, only if requested:

1. Descending Dollar Value
2. Descending Case Volume Purchases
3. General Rebates

The following Management Reports are cumulative, and due upon request usually within one to three months of scheduled food shows:

Food Show Related Reports:

1. Cumulative Descending Dollar Value (due at least two weeks before a food show)
2. Cumulative Descending Case Volume Purchases (due at least two weeks before a food show)
3. Food Show Rebates (due within three months after a food show)

The following is due semi-annually:

Progress Reports on the Mentoring Business Agreement

Monthly Management Reports:

Fill Rate: Order fill rates will be calculated on an on-time, per order basis. Fill rates will not include substituted items. Fill rate is to be calculated as stated:

$$\frac{\text{Cases Accepted}}{\text{Cases Ordered}} \times 100 = \text{Fill Rate}$$

Product Not In Stock Report: Sorted by customer, line item (item description), number of units ordered, number of units not received, total dollar amount of units ordered and total dollar amount of units not received. Total dollar value of all items not in stock.

Product Rejection Report: Sorted by customer, line item (item description), number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Total dollar value of rejected items.

Product Substitution Report: Sorted by customer, line item (item description), number of units ordered, number of units substituted, total dollar amount of units ordered and total dollar amount of units substituted. Total dollar value of substituted items.

Total Dollar Value of Order Deviations: Sorted by customer, total dollar value of all units ordered, total dollar amount of all units that were not in stock, not delivered, substituted and rejected and total dollar value of all delivered items.

Monthly Credit Report and Slips and corresponding Invoices: By customer, copies of all credit slips and corresponding invoices.

Socioeconomic Report:

Small Business Information (includes Small Disadvantaged, Woman Owned, Veteran Owned, Service-Disabled Veteran-Owned, Hub Zone, and Javits-Wagner-O'Day qualified nonprofit agencies for the blind or other severely disabled businesses): List of businesses as described, from whom product was provided.

Product Line Manufacturer/Supplier Listing: List of products manufactured and/or supplied by businesses as described and corresponding dollar values and percent.

Dollar Value and Per Cent Report should be submitted in the following format:

	<u>Dealer/Manufacturer:</u>	<u>Dollars:</u>	<u>Percentage:</u>
Small Business	_____	_____	_____
Small Disadvantaged Business	_____	_____	_____
Woman Owned Small Business	_____	_____	_____
Veteran Owned Small Business	_____	_____	_____
Service-Disabled Veteran- Owned Small Business	_____	_____	_____
Hub Zone Small Business	_____	_____	_____
Javits-Wagner-O'Day Qualified	_____	_____	_____

NAPA Report: Sorted by customer, by manufacturer, total number of ordered units, total number of units delivered, total dollar value of all units, total dollar value of savings as a result of NAPA.

Financial Status Report: List of outstanding invoices/dollar amount in thirty-day increments:

- 0 to 30 days: 6 invoices/\$xxx,xxx
- 31 to 60 days: 1 invoice/\$xx,xxx

Descending Dollar Value: Sorted by line item. Each line to contain at a minimum: DSCP stock number, item description, pack or size, brand, quantity and total dollar value of units shipped. Total dollar amount of all items.

Descending Case Volume Purchases: Sorted by line item. Each line to contain at a minimum: DSCP stock number, item description, pack or size, brand, quantity and total dollar value of units shipped. Total dollar amount of all items.

General Rebates: All rebates passed to customer via invoice off-price reductions. Sorted by customer, by line item, item description, brand, total dollar value of rebate. Total dollar value of all rebates.

Food Show Related Reports:

Cumulative Descending Dollar Value: Sorted by line item. Each line to contain at a minimum: DSCP stock number, item description, pack or size, brand, quantity and total dollar value of units shipped. Total dollar amount of all items

Cumulative Descending Case Volume Purchases: Sorted by line item. Each line to contain at a minimum: DSCP stock number, item description, pack or size, brand, quantity and total dollar value of units shipped. Total dollar amount of all items.

Food Show Rebates: Sorted by customer, food show amount, manufacturer/broker,

Progress Reports on the Mentoring Business Agreement: Reports demonstrating progress fulfillment in regard to the Mentoring Business Agreement submitted with offer and incorporated as part of the resulting contract at time of contract award.

INVOICE SUBMISSION:

Although electronic invoicing is preferred, manual invoicing maybe necessary.

For customers requiring electronic invoicing:

1. All invoicing of stores orders for payment is to be filed electronically, using EDI Transaction Set 810 (Attachment 2)
2. All submitted invoices must be clean, i.e. all debit/credit must be correct prior to submission
3. Invoice transactions can be submitted to DSCP daily
4. The same invoice cannot be submitted with different dollar amounts
5. Test Transaction sets are required thirty days prior to first order
6. Invoices cannot be submitted as "Live Data" until a test transaction set has been cleared
7. Payment will be made by DFAS – Columbus Center, Columbus, Ohio

For customers requiring manual invoicing, invoices should be mailed to and payment will be made by:

DFAS - COLUMBUS CENTER
ATTN: DFAS – PIP/CC
P.O: BOX 182317
COLUMBUS, OH 43218-6260

Manual invoices are required to be signed by the authorized receiving official at each delivery point. Invoice submitted for payment must include customer annotations and corrections in reference to delivered items, this includes customer corrected quantities delivered and price corrections or considerations reflecting accuracy of delivered items, quantities and prices. A customer signed copy of the invoice is to be submitted by the contractor to the payment office cited above. In accordance with FAR 52.212-4(g), the contractor shall submit an original invoice and three copies to the address designated in the contract to receive invoices. An invoice must include:

- * Name and address of Contractor
- * Invoice date
- * Contract number, call number
- * Description, quantity, unit of measure, unit price and extended price of the items delivered
- * Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading
- * Terms of any prompt pay discount offered
- * Name and address of official to whom payment is to be sent
- * Name, title and phone number of person to be notified in event of defective invoice

To assist with prompt processing and payment of invoices the contractor is also required to include the following additional information on the invoice:

- * Contractor identification number (Contractor Invoice Number)
- * Customer ship to address and DoDAAC
- * Call Number (four characters, one alpha and three numeric): generated thru STORES
- * Government National Stock Number (NSN) or Local Stock Number (LSN)
- * Description, quantity, unit of measure, unit price and extended price of the items delivered
- * Shipping number and date of shipment including the bill of lading number and weight of shipment, if shipped on Government bill of lading
- * Terms of any prompt pay discount offered
- * Name and address of official to whom payment is to be sent
- * Name, title and phone number of person to be notified in event of defective invoice
- * Contractor identification number (Contractor Invoice Number)
- * Customer ship to address and DoDAAC
- * Government National Stock Number (NSN) or Local Stock Number (LSN)
- * Line Item Number

CONTRACT CLAUSES

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

(a) Inspection/Acceptance.

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

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

52.212-4 (continued)

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

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

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

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

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

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

(h) Patent Indemnity.

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

(i) Payment.

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 OMB prompt payment regulations at 5 CFR part 1315. 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.

52.212-4 (continued)

(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 warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

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

52.212-4 (continued)

(s) Order of Precedence.

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

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

**ADENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL
ITEMS**

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

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

1. Paragraph (a), *Inspection/Acceptance*, is revised to add the following:
“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer.”

2. Paragraph (c), *Changes*, is deleted in its entirety and replaced with the following:
(c) *Changes*.
 - (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
 - (2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing;
 - (ii) place, manner, or time of delivery.
 - (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
 - (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
 - (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.”

3. Paragraph (o), *Warranty*, is revised to add the following:
“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:
 - (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DSCP Contracting Officer
 - (iii) DSCP Account Manager
 - (iv) DSCP Consumer Safety Officer at 215-737-3845

Addendum 52.212-4 (Cont'd)

- (2) Provide the following information to the DSCP Consumer Safety Officer:
- (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator).

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.”

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

(t) *Price Changes*.

(1) Definitions.

- (i) **Unit Price** - The total price charged to DSCP per unit for a product delivered to the Government consists of two (2) components: delivered price and distribution price. This price shall not extend more than two (2) places past the decimal point.
- (ii) **Delivered Price** - The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.
- (iii) **Distribution Price** - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. This distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs, transportation costs and any other expenses.

(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 offeror 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 product has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

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

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each item category of items, which shall be expressed as a dollar figure. The distribution price may differ per category; however,

each category and the associated items which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Friday, 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 Friday, 1:30 PM Philadelphia time. See Attachment 2: 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 following should be noted by the contractor: 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) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were

Addendum 52.212-4 (Cont'd)

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) The contractor shall promptly refund or credit any overcharges discovered during this period. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

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

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

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (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 offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section **304**, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) Alternate I to **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 offeror 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).

52.212-5 (continued)

- (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).
Paragraphs (22) and (23) are not applicable to DoD acquisitions and have been deleted.
- (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (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.).

52.212-5 (continued)

(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 (JUL 2002) DFARS**

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.206-7000** 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).
- 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).
- 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).
- 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 Payment 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).

252.212-7001 (continued)

- ___ **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 (MAY 2002) (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631).

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

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

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

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

“Contingency Operation” means a military operation that—

- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

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

ADDENDUM

The following **ADDITIONAL CLAUSES** are set forth in **FULL TEXT**:

**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 offeror 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 offeror 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 offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror 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, offerors 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) Offerors 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>.

ADDENDUM (continued)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.212-1 INSTRUCTIONS TO OFFERORS--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 500 employees.

(b) *Submission of Offers.*

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers.*

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

52.212-1 (continued)

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

(h) Multiple Awards.

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

(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

52.212-1 (continued)

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 offeror 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 offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror 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 OFFERORS--COMMERCIAL ITEMS

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

1. Paragraph (b), Submission of Offers.

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

Faxed offers are NOT authorized for this solicitation.

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

(12) Proposal Preparation – SEE “Instructions, Conditions, and Notices to Offeror”

3. Paragraph (c), Period for Acceptance of Offers.

Period of acceptance is **240** days.

4. Paragraph (h), Multiple Awards.

The Government intends to make one award per zone.

Offers may be submitted for quantities less than those specified.

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

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

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

The following factors shall be used to evaluate offers:

See "Instructions, Conditions, and Notices to Offeror"

Technical and past performance, when combined are:

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

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

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

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (JUL 2002) ALTERNATE I (APR 2002)**

(a) *Definitions.* As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

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

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

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

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

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

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

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

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

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

(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;

52.212-3 (continued)

- 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 s, s 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 s, s 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 s, s 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 s, s 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 s, s 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 s 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: _____

_____.

52.212-3 (continued)

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

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

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

52.212-3 (continued)

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

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

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

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

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

___ Black American.

___ Hispanic American.

___ Native American

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

___ Asian-Pacific American

(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of

the Pacific Islands (Republic of Palau), Republic of the Marshall

Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American

(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

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

(1) *Previous Contracts and Compliance.*

The offeror represents that--

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

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

(2) *Affirmative Action Compliance.*

The offeror represents that--

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

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

52.212-3 (continued)

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

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

(f) Buy American Act Certificate.

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

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

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

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

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

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

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

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

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

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

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

(1) Listed End Products.

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

(2) Certification.

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

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

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

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS**

(a) Definitions.

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

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

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

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

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

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

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

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

(3) Any contract resulting from this solicitation will include 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.

ADDENDUM

The following ADDITIONAL PROVISIONS are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

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

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

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

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

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

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

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

ADDENDUM

The following additional provisions are incorporated by REFERENCE:

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
-------------------------	--------------	-------------

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

01. GENERAL INFORMATION

The Government is committed to applying Trade-Off Source Selection procedures as a means of selecting the most qualified vendor to satisfy the needs of the Government at the best value. Trade Off Source Selection allows the government to consider award to other than the lowest priced proposal. On this procurement, technical merit (non-price factors) is significantly more important than price, price is more important than socioeconomic factors.

Each offer submitted must contain one entire, completed and signed solicitation as well as a Technical Proposal, a Business Proposal and a Socioeconomic Proposal. For proposals involving two or more companies combining capabilities to perform on any resulting contract, a legally binding agreement of the parties must be submitted.

Proposal Submission Requirements and Evaluation Criteria for Technical, Business and Socioeconomic Volumes follow this instructional section.

The Government will discontinue the evaluation of any proposal, subject to Source Selection Authority (SSA) approval, which is unacceptable for the following reasons:

- (1) Offer is substantially incomplete
- (2) Offer does not represent a reasonable initial effort to address the essential requirements of the solicitation.
- (3) Offer clearly demonstrates a lack of understanding of the requirements

Offers/proposals are required to include the following:

ENTIRE, COMPLETED AND SIGNED SOLICITATION	1 Copy
TECHNICAL PROPOSAL	
WRITTEN	5 Copies
VIDEO PRESENTATION - VHS Format only	5 Copies
BUSINESS VOLUME	2 Copies
OFFEROR'S CURRENT PRODUCT CATALOG	1 Copy
SOCIOECONOMIC VOLUME	2 Copies
FOR PARTNERSHIPS AND JOINT VENTURES:	
LEGALLY BINDING AGREEMENT OF THE PARTIES	2 Copies

Each volume shall be bound separately and labeled appropriately. Technical Written and Socioeconomic Volumes must be typed, and Technical Video Presentation must be on VHS format. Evaluation for each volume and on the Video Presentation of the proposal will be performed separately. Each volume and the Video Presentation shall contain only the information specified in **SUBMISSION REQUIREMENTS** for each volume. Information improperly submitted will NOT be evaluated and could negatively impact overall rating. Cover page of each volume is required to contain:

- (1) Solicitation number;

- (2) Name and address of offeror and plant locations to be utilized in performance of resulting contract;
- (3) Name, telephone and fax numbers, and e-mail address for authorized negotiator(s)

Complete offer is required to be submitted to DSCP, Philadelphia, Pennsylvania at the date and time specified on page 3 of this solicitation.

Offerors are expected to submit complete and thorough responses to each of the factors and sub-factors. Technical Proposals (Written and Video Presentation) are to realistically demonstrate and address involvement of offerors' headquarters and places of performances. An offerors headquarters and places of performance performing any aspect of resulting contract is considered an integral part of the procurement. Information is to be submitted clearly stating location of function, and personnel responsible for function.

In order to receive full consideration, firms are encouraged to provide factual and complete information. To ensure that an accurate proposal is submitted, address each factor and each factor's sub-factor in the order in which presented in the submission requirements for each volume. Following the prescribed order ensures that the offer contains all relevant information.

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

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

The Government reserves the right to use all submitted information and material in future employee-training programs.

02. SOLICITATION

A completed offer requires the following:

- (1) Standard Form 1449 (page 1 of solicitation) must be dated and have the original signature of the firm's authorized representative. If authorized representative is other than one of the firm's Executive Officers or other than a company member listed in the company's directory, submit letter of authorization signed by one of the firm's Executive Officers. For companies acting in the capacity of a joint venture submitting one proposal, the original signatures of authorized representatives of each firm is required on the Standard Form 1449.
- (2) Completion of all clauses. For large business, a Subcontracting Plan is required, Attachment 1 of this solicitation contains directions.
- (3) List of ALL offeror's exceptions and deviations to any and all customer and government requirements, this includes but is not limited to delivery days and times, items and products (package sizes, weights, etc), terms and conditions cited in clauses.
- (4) Standard Form 30, Amendment(s) to solicitation. One copy of this form shall contain the original signatures of authorized representative of the offeror and date for each company submitting a proposal. For companies acting in the capacity of a joint venture submitting one proposal, the original signatures of authorized representatives of each firm is required on the Standard Form 30.
- (5) Completion of all Technical, Business and Socioeconomic Requirements.

03. STRUCTURED PLANT SITE VISIT

The Structured Plant Site Visit is optional based upon government's determination. If the government determines a Structured Plant Site Visit is to be conducted, then during the Structured Plant Site Visit members of the Technical Evaluation Panel are permitted to ask various questions regarding the day-to-day operations of the facility. Relevant and knowledgeable offeror representatives should be available to conduct a Structured Plant Site Visit and should be prepared to answer questions and to demonstrate methods, systems, routines, etc of your facility. There will be approximately a one-hour break at the end of the Structured Plant Site Visit. A Question and Answer period will follow the break. The Question and Answer period is required to be video-taped, using VHS format, and submitted to DSCP. 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(s). The Structured Plant Site Visit and the ensuing Question and Answer session do not constitute discussions as defined in FAR 15.306 (d).

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.

04. LEGALLY BINDING AGREEMENT OF THE PARTIES

A legally binding agreement of the parties is required to demonstrate **and clarify** the relationship and responsibilities of offerors entering into a joint venture or partnership to provide prime vendor support to customers in Zones 1 and 2 of this solicitation.

05. OUTLINE OF TECHNICAL, BUSINESS AND SOCIOECONOMIC FACTORS AND SUBFACTORS:

VOLUME I: TECHNICAL PROPOSAL

- I. Prime Vendor Experience/Past Performance **WRITTEN**
 - A. Performance Data
 - B. List of Key Personnel
 - C. Supplier Selection Procedures
 - D. Annual Inspections
 - E. Inventory Turnover Rates
 - F. Product Availability

- II. Emergency Preparedness: Surge and Mobilization **WRITTEN**
 - A. Readiness Plan
 - B. Experience

- III. Customer Service **WRITTEN**
 - A. Visits to Customer Sites
 - B. Customer service Approach
 - C. Value Added Services
 - D. Maximize Customers Purchasing Power
 - E. Emergency Delivery Requests
 - F. Recall Procedures

- IV. Key Personnel **VIDEO**

- V. Warehouse and Distribution **VIDEO**
 - A. Present Warehouse
 - B. Expansion Capabilities
 - D. Delivery Routes

- VI. Systems: Compatibility, Information and Commercial Ordering **WRITTEN**
 - A. EDI Capability
 - B. Weekly Catalog Updates
 - C. Monthly Management Reports
 - D. Commercial Order System

- VII. Ordering and Invoicing **VIDEO**
 - A. Order Placement
 - B. Order Processing
 - C. Invoice Processing

VOLUME II: BUSINESS PROPOSAL

- I. Pricing for the Schedule of Top Items
 - A. Format
 - B. Delivered Prices
 - C. Distribution Fees
 - D. Distribution Fee Categories
 - E. Distribution Fee Option Year Pricing

VOLUME III: SOCIOECONOMIC PROPOSAL – WRITTEN PORTION

- I. Small Businesses
 - A. Current and Proposed Efforts
 - B. Actual Dollars and Percentage
 - C. Monthly Submission Requirements
- II. DLA Mentoring Business Agreements (MBA) Program
 - A. Invitation to Submit MBA
 - B. Monthly Submission Requirements
 - C. Points of Contact
- III. Javits-Wagner-O'Day Act
 - A. Current and Proposed Efforts
 - B. Actual Dollars and Percentage
 - C. Monthly Submission Requirements

06. ORDER OF IMPORTANCE

The Technical Factors are significantly more important than either the Business or the Socioeconomic Proposals. The Business Proposal is more important than the Socioeconomic Proposal.

The order of importance of the factors is as follows:

Factors I and II are of equal importance and of greater significance than factors III through VII:

- Factor I: Prime Vendor Experience/Past Performance **(Written)**
- Factor II: Emergency Preparedness: Surge and Mobilization **(Written)**

Factors III, IV and V are of equal importance and of greater significance than factors VI and VII:

- Factor III: Customer Service **(Written)**
- Factor IV: Key Personnel **(Video)**
- Factor V: Warehouse and Distribution **(Video)**

Factors VI and VII are of equal importance:

- Factor VI: Systems: Compatibility, Information and Commercial Ordering **(Written)**
- Factor VII: Ordering and Invoicing **(Video)**

Subfactors within each factor are of equal value. An unacceptable rating in any factor could preclude offeror from receiving an award.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

I. Prime Vendor Experience/Performance: Submission Requirements

- A. Provide information pertaining to number of years and extent of experience as a prime vendor. Information is required to address offeror headquarters and each distribution warehouse expected to perform on resulting contract. Provide points of contact for three accounts in the same geographic area, of similar dollar value and for similar items as customers cited on this solicitation, for same warehouse/distribution facility performing on resulting contract. Accounts are to be receiving delivery and services commensurate with offeror's submitted proposal. Offeror is required to submit points of contact for three additional accounts (prime vendor and highest dollar value) for same warehouse/distribution facility performing on resulting contract.

Information to be provided for both the Headquarters and the Warehouse/Distribution Facility/Facilities to be utilized in performance of contract:

- i. number of years of experience
- ii. number of accounts of same complexity and dollar value as stated on this solicitation for which offeror provides primary vendor support
- iii. number of accounts in same geographic area as customers stated on this solicitation for which offeror provides primary vendor support
- iv. total number of accounts for which offeror provides primary vendor support
- v. estimated annual sales through primary vendor business, estimated annual total sales

Information to be provided for accounts and points of contact for same warehouse/distribution **facilities** performing on resulting contract:

- i. Name and number of locations supported on account
- ii. Annual dollar value
- iii. Describe type of account, i.e. primary supplier, limited supplier, etc
- iv. Points of contact and phone numbers.
- v. Number of years your company has provided service
- vi. Fill rates - WITHOUT SUBSTITUTION
- vii. Number of deliveries per week per delivery location
- viii. Average weekly line items delivered
- ix. Fill Rates (monthly range and average annual)
- i.e. Monthly range might be from 97 to 100% and overall average annual 98%

- B. Provide list of all key personnel, phone numbers and e-mail addresses. Key personnel includes but is not limited to: Systems personnel, customer service representative(s), sales representatives, invoicing personnel, individuals receiving customer orders, delivery personnel, manager and assistant manager of individual warehouses, corporate manager overseeing warehouses.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

I. Prime Vendor Experience/Performance: Submission Requirements (continued)

C. Supplier Selection Procedures

- i. Address your firm's policies, procedures, and criteria for evaluating and selecting quality suppliers as well as evaluation criteria to discontinue business relationship with an unsatisfactory supplier. State firm's procedures for ensuring suppliers provide the quality of products requested by your firm and customers. For warehouse/distribution facility/facilities to be utilized on resulting contract, address inspection capabilities and limitations for product quality assurance, compliance with FDA and USDA and origin of product.
 - ii. Address policies and procedures to incorporate customer requested items/products into inventory. Provide restrictions, i.e. minimum usage quantities. State any considerations provided to government customers regarding adding new lines/products or minimum usage requirements. Address anticipated lead-time to add items.
 - iii. In the course of normal business procedures, address purchasing authorities and practices within your organization. When utilizing more than one warehouse, or transferring product from one warehouse to another warehouse, identify impact of product transfer on product quality (inspections, shelf life availability), product availability (address lead time between customer order and product delivery) and overall product pricing (address whether or not there are fees/costs incorporated into moving product from one location to another that effect the overall product pricing). Identify procedures your firm has in place or will implement to guarantee that products will be obtained from manufacturers listed in the Sanitarily Approved Sources Listing and products are in compliance with Berry Amendment.
- D. Provide list and copies of all annual inspections, inspection agencies, dates of inspections and inspection results for the past two years. If corrective action was required for the most recent inspections, state corrective actions initiated and date of next inspection. Provide HACCP, AIB or similar certifications and all on-site HACCP, AIB or similarly certified personnel.
- E. Provide inventory turnover rates by category, including fresh fruits and vegetables. State how inventory turn over rate is tracked and monitored. State distribution method, i.e. first-in first out, last-in first-out, etc.
- F. **Product Availability/Product Descriptions (package sizes, weights, etc)**
Most recent commercial catalog is required to be submitted. For each item offered, the offeror is required to provide the corresponding cataloged part number and catalog page number. Offeror is required to clearly annotate each item offered which is not currently stored/distributed/cataloged. Information is to be provided under the item description in the Schedule of Top Items (**Attachment 4**).

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

I. Prime Vendor Experience/Performance: Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate offeror's ability to perform as a full line food distributor/prime vendor supplier i.e. primary supplier of semi-perishable and perishable subsistence items. The government will evaluate the offeror's experience/or ability to provide support as a prime vendor supplier in the geographic areas cited in the solicitation. Information submitted should be correct and up to date for each account and for points of contact provided. Each account submitted will be contacted. The offeror will be evaluated for information accuracy and performance on commercial and government accounts.

The government will review the listing of personnel to be utilized in the administration and performance of any resulting contract(s). The written submission will be cross-referenced with the video portion of the technical proposal.

The government will evaluate offeror's ability to effectively select quality suppliers through established policies, procedures, and criteria for evaluating and selecting suppliers as well as evaluation criteria to discontinue business relationships with unsatisfactory suppliers. The government will evaluate the offeror on ability to ensure suppliers provide the quality of products requested by customers cited on this solicitation and the offeror's ability to maintain acceptable product quality levels for customers. The government will evaluate the inspections, quality assurance and compliance capabilities regarding products distributed from offeror's stated warehouse/distribution facility/facilities to be utilized in performance on resulting contract.

The government will evaluate offeror's policies and procedures to incorporate customer requested items/products into inventory. Government will evaluate offeror's minimum usage requirements in regard to estimated customer usage quantities as provided in this solicitation. The government will evaluate the offeror's ability to source new items and to have sufficient product information to submit to DSCP (and when necessary, to the customer) for request for stock numbers.

The government will evaluate impact of purchasing practices on product quality, product availability and overall product pricing. The government will evaluate the offeror's ability to guarantee that all products are from the Sanitarily Approved Sources Listing and in compliance with the Berry Amendment.

The government will evaluate the offeror's sanitary inspection results and corrective actions required. The government will evaluate the offeror's demonstrated commitment to maintaining a sanitary environment.

The government will evaluate the offeror's inventory turnover rate and offeror's ability to track and monitor the inventory turnover rate. Government will evaluate offeror's ability to demonstrate that stated inventory turnover rates, and tracking and monitoring of inventory rates have been successful in consistently providing customers with fresh product.

The government will evaluate the offeror's ability to provide customer required items.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

II. Emergency Preparedness: Surge and Mobilization Submission Requirements

- A. The offeror must submit a detailed and realistic Readiness Plan describing procedures to be implemented should there be a need to unexpectedly provide increased support to government customers. Readiness plan should include, but not be limited to addressing the ability of current suppliers to increase support, accessibility to additional quality suppliers, expansion capabilities of warehouse and distribution vehicles and availability of human resources.

Describe in detail your firm's ability to react to Surge and Mobilization demands that may occur. State ability to respond to unexpected increased requirements with little or no advance notice. Address lead times required to provide product, anticipated fill rates and customer service when the situation is "fill or kill". Address ability to obtain product from suppliers on short notice, increase product levels in warehouse, increase human resources, alter delivery routes and at the same time maintain integrity of sanitation and quality control in the warehouse.

- B. Provide any experience proposed warehouse/distribution facility has had in supporting Surge and/or Mobilization demands or experience in functioning under extremely adverse conditions, i.e. floods, major snow storms, earthquake damage, etc. Experience can be in providing support to government (such as National Guards, schools, etc) and/or non-government (local businesses) customers.

Definitions:

SURGE: An unexpected increase in customer requirements for a short period of time, at the end of the surge, requirements return to normal usage.

MOBILIZATION: An unexpected increase in customer requirements. Requirements continue to increase over a short period of time but level off within a couple of months. Once mobilization has been completed, requirements will either remain at the increased levels for an indefinite period of time or return to normal usage.

II. Emergency Preparedness: Surge and Mobilization Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate the offeror's ability to provide increased products while maintaining product quality, price reasonableness, and ability to meet customer requirements. The government will evaluate the offerors ability to sustain delivery requirements and maintain a sanitary warehouse(s). The government will evaluate the offeror's ability to efficiently store the increase capacity that could be required and the ability to increase deliveries to meet customer demands with fill rates of 100%, on a "fill or kill" basis.

The government will evaluate the offeror's experience in similar situations as Surge and Mobilization.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

III. Customer Service: Submission Requirements

- A. Visits to Customer Location: Not including product deliveries, state how many times per month a company representative will be on-site at each customer location. Provide title and address responsibilities of representative.
- B. Customer Service Approach
 - i. Provide company's policy toward customer service and explain how this policy has been implemented and is maintained. Address any on-going training in customer service, recognition or incentive programs for company's employees, etc.
 - ii. Address responsiveness of company to customers concerns, complaints, needs. State timeframes for implemented changes/corrective actions, provide specific examples. State policies and procedures on product returns and/or rejected product after the delivery vehicle leaves the customer location. Address policies on breaking cases.
- C. List and describe value added services to be provided to government customers. Provide points of contact along with e-mail and phone numbers. Describe any differences between how these value added services would be provided to government customers in contrast to current commercial customers.
- D. Address your company's ability/availability to work with customers to take full advantage of rebates, discounts, "specials", etc to maximize the customers' purchasing power. Address customer eligibility for discounts offered by manufacturers or dealers/distributors based on ordered quantity, provide an example of what discounts or rebates would be available to customers based on items and usage as stated in this solicitation.
- E. Customer Request for Emergency Delivery:
Address and explain your company's criteria for making an emergency delivery, identify who at your firm makes the determination of whether or not a customer's situation is an emergency and state the procedures in place for emergency deliveries. Provide timeframe from customer request to actual delivery. Address any fees charged to customers for emergency deliveries.
- F. Explain recall procedures – including timeframes for notifying customers, picking up recalled product and adjusting customer accounts.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

III. Customer Service: Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate the offeror's commitment to customer service. Evaluation will include offeror's policies and procedures for product returns. The government expects customer service provided to DSCP customers to be commensurate with customer service provided to offeror's commercial accounts. The offeror will be evaluated on ability to provide opportunities for DSCP customers to meet face to face with company representatives involved in the daily business operation of their account. The government will address the offeror's ability to satisfactorily respond to customer concerns, complaints, needs, etc. in a timely and efficient manner.

The government will evaluate the offeror's ability to provide value-added services to DSCP customers. In instances where military customers might not be able to take advantage of some value added services, the government will evaluate the offeror's ability to recognize and address the necessary restrictions imposed upon military customers. Evaluation will include offeror's identification of additional broken case items.

The government will evaluate the offeror's ability to work with DSCP customers to take full advantage of rebates, discounts, "specials", etc. The government will evaluate the offeror's ability to provide lowest available pricing on products available through offeror's facility.

The government will evaluate the offeror's policies and procedures on emergency deliveries, as well as promptness in responding to requests for emergency deliveries.

The government will evaluate the offeror's procedures and timeframes in response to recalls.

VOLUME I: TECHNICAL PROPOSAL – WRITTEN PORTION

**VI. Systems: Compatibility, Information and Commercial Ordering:
Submission Requirements**

- A. Address ability to support the Electronic Data Interchange (EDI) transaction sets listed in the solicitation. Provide names and telephone numbers for points of contact at three (3) companies that your firm currently supports through Electronic Data Interchange. If you are not EDI capable, submit your plan and time line when you expect to be EDI capable.
- B. Provide procedures to be utilized for the weekly catalog updates. Presently, DSCP solicitations and contracts require catalog updates to be received once a week, at DSCP no later than 2:00 PM Eastern time, on Fridays. Specify time frames for information input, specifically address cut off times for your organization for inputting catalog changes for weekly updates to be received at DSCP by 2:00 PM Eastern time every Friday. State ability of company's personnel and of company's system to accommodate submitting weekly updates once a week on either Thursdays or Wednesdays instead of Fridays, and if so how much notice is required to implement the change from Fridays to either Wednesdays or Thursdays.
- C. Address firm's ability to comply with submission of requested Management Reports due at DSCP within stated timeframes. State whether your firm can supply additional reports not listed, but determined valuable for enhanced customer support. Availability of additional reports will be reviewed.
- D. Provide details of commercial order system to be provided by your company for all commercial accounts cited on this procurement. Address lead-time required to install a system and training required by each commercial customer. The commercial order systems (hardware and software) are to be provided at no cost to DSCP or to DSCP customers.

**VI. Systems: Compatibility, Information and Commercial Ordering:
Evaluation Criteria**

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate the offeror's ability to support the Electronic Data Interchange (EDI) transaction sets listed in the solicitation. The government will evaluate the offeror's experience with EDI.

The government will evaluate the offeror's flexibility to accommodate alternate days for catalog update submissions.

The government will evaluate the offeror's ability to provide required reports in the timeframes requested. The government will evaluate the availability of additional reports that would enhance customer service.

The government will evaluate the offeror's commercial order system for availability, ease of use, customer support available and associated costs.

VOLUME I: TECHNICAL PROPOSAL – VIDEO PORTION

The Video Portion of the Technical Proposal will be conducted only by key members of the offeror's company, partner/joint venture company, and members/employees of the firm expected to actually perform on any resulting contract. Offerors are required to record the Video Portion on VHS-format videotape. For the purposes of this procurement, Video Presentation will be used to refer to the Video Portion of the Technical Proposal.

Only one Video Presentation is permitted per offer. For companies acting in the capacity of a joint venture or partnership, only one Video Presentation is permitted. For companies utilizing two or more warehouses only one Video Presentation is permitted.

Video Presentation should include all warehouses and level of involvement of any other facility to be utilized in the performance of any resulting contract.

There is no minimum time period required for the Video Presentation, but the maximum time limit is three hours. The tape will be turned off at the three-hour time limit and any information that extends beyond the three hours will not be accepted.

Video Presentation allows the offeror to "present" and "demonstrate" through visual medium the capabilities of the firm to perform in the capacity stated in this solicitation. A firm's Video Presentation should not be restricted to a boardroom setting, but is required to include footage of the warehouse(s) as well as other appropriate visual presentations and areas which would clearly demonstrate the functions and capabilities required to successfully perform on any resulting contract.

IV. Key Personnel: Submission Requirements

Key Personnel and Duties: Personnel, positions and duties stated in response to this factor are to be specific to providing customer support and contract administration on any resulting awards. Partial example of personnel to be included: Warehouse General Manager, Management Information System Personnel, Sales Representatives, Customer Service Representatives, Warehouse Foreman, Transportation Director/Foreman, Accounting Personnel. Address location of personnel involved in support of any resultant contract(s). If there is a headquarters location that oversees and controls or is involved **in any aspect of contract administration, the information should be clearly** stated and represented.

Introduce Key Personnel and have each provide description of duties in direct relation to administration on resulting contract and past experience in performing described duties. From this presentation it should be clear exactly who will be involved in the administration of any resulting contract, the experience level of individuals involved and where each individual is located.

Key Personnel: Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate levels of experience of personnel to perform on the administration of any resulting contract.

VOLUME I: TECHNICAL PROPOSAL – VIDEO PORTION

V. Warehouse and Distribution: Submission Requirements

- A. Present all areas of the warehouse including freezers and refrigerators, picking and staging areas, shipping and loading docks and delivery vehicles. Presentation is to include sanitation and maintenance procedures that demonstrate ability of company to maintain a sanitary, safe and efficient warehouse. Warehouse presentation should include off-loading product from delivery vehicles for placement in the warehouse and provide explanations of standard operating procedures and product inspections utilized on the docks and in the warehouse and cover picking, staging and on-loading products to delivery vehicles for customer deliveries.

Provide explanations of the efficiencies of the warehouse and warehouse policies and procedures including standard operating procedures employed to safeguard the quality and integrity of the products (this includes, but is not limited to, shelf life for incoming and outgoing product, accuracy in filling orders, ability to identify mispicks PRIOR to shipping, temperature and humidity maintenance, emergency power back up systems, sanitation and equipment maintenance).

Address product availability, number of food line items, your product mix (i.e. national brand vs. private label). Identify specialty product lines such as, but not limited to, baby food, child nutritional labels, nutritional supplements, low sodium and sodium free products, and individual portion items.

- B. Demonstrate expansion capabilities of warehouse by addressing ability to incorporate into current inventory and inventory maintenance customer requirements as stated in this solicitation.
- C. Present information pertaining to ability to incorporate customer deliveries into current delivery routes. Address current geographic delivery area and availability of delivery vehicles. If additional vehicles are required, state anticipated lead-time to add vehicles.

Warehouse and Distribution: Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate the offeror's ability to demonstrate the effectiveness of warehouse sanitation and maintenance procedures in maintaining a sanitary, safe and efficient warehouse. Evaluation will include offeror's ability to demonstrate offeror has sufficient product mix to meet customer requirements.

The government will evaluate the offeror's ability to demonstrate that the warehouse to be utilized in performance of resulting contract has the capability to incorporate anticipated customer requirements into current inventory and into offeror's inventory maintenance system. The government will evaluate the offeror's ability to incorporate customer deliveries into current delivery routes.

VOLUME I: TECHNICAL PROPOSAL – VIDEO PORTION

VII. Ordering and Invoicing: Submission Requirements

A. Order Placement:

State day and time for order placement and for corresponding order delivery day. State where and how frequently orders will be "picked up" from the electronic mailbox, and if applicable, when will orders be transmitted/forwarded to distributing warehouse. If distribution warehouse is not the location where orders are initially received from customers, state how often the distribution warehouse will pick up orders and daily cut off times after which orders will not be received by the warehouse/distribution facility. After order is placed, if customer requests additional items, explain cut off times.

B. Order Processing: Demonstrate procedures for order processing from time order is received into the distribution warehouse (to be utilized in performance on resulting contract). Explain procedures and identify personnel and timeframes for the following:

Not in stock items are identified, customer notified and substitution items are selected.

Demonstrate how Not in stock items or substituted items are identified on the customer's order

Explain availability of "off-invoice" pricing in regard to food show discounts, rebates, special quantity purchases, etc. **(for the purposes of this procurement: "off-invoice" means directly off the invoice price, price on the customers' invoice reflects all discounts, rebates, special quantity purchase price, etc)**

C. Invoice Processing:

Explain capability of current system to place customer contract number, call number, purchase order number, identical corresponding line item numbers and the Department of Defense Assigned Activity Code (DODAAC) (generated from customer order system) onto the electronic and manual invoices.

Identify personnel and procedures for reviewing invoices for accuracy incorporating corrections and adjustments made by customer (shorted items, rejected items at time of delivery). Explain how the order sheet used at time of delivery is used in regard to the invoice.

Address how invoices are adjusted and processed for product returned after the delivery vehicle has left the customer's location.

State when and how frequently invoices and credit slips are transmitted and submitted to payment offices for payment.

VOLUME I: TECHNICAL PROPOSAL – VIDEO PORTION

VII. Ordering and Invoicing: Evaluation Criteria

The government will evaluate the offeror's proposal for completeness and accuracy of information submitted. The government will evaluate the offeror's ability to routinely provide deliveries with customer orders to be placed until 3:00 PM on order days. The government will evaluate the offeror's ability to guarantee that orders will be accepted by the performing warehouse/distribution center until close of business Monday through Friday, and that orders will be received by the performing warehouse on Saturdays and Sundays.

The government will evaluate the offeror's procedures for order processing from time order is received into the distribution warehouse (to be utilized in performance on resulting contract). Evaluation will include timeframes and ability of offeror to comply with the requirements stated in this solicitation and offeror's ability to satisfy customer request to have "off-invoice" pricing in regard to food show discounts, rebates, special purchases, etc.

The government will evaluate the offeror's invoice system for ability to accommodate government requirements for invoice submission. Offeror's invoices will be evaluated on ability to clearly identify not in stock items, shorted items, substituted items, etc. Evaluation of invoicing process will include the government's assessment of the offeror's ability to review and submit customer corrected invoices, invoices with correct pricing, and appropriate credit slips. Evaluation will also include promptness of transmitting or submitting invoices for payment. The government will evaluate the offeror's use of the customer order sheet transmitted to the offeror via electronic transfer.

VOLUME II: BUSINESS PROPOSAL – WRITTEN SUBMISSION REQUIREMENTS

I. Pricing For The Schedule Of Top Items

Pricing data for the Schedule of Top Items can be handwritten and submitted on pages of Attachment 4, or can be submitted as an Excel Spreadsheet file showing item format pricing and totals of all items for each Zone for base year. Pricing is based on EXACT item description as stated. For ANY AND ALL items that are not exactly as described, alternate item must be clearly annotated or overall offer can be negatively impacted. Estimated annual quantities for the Schedule of Top Items are indicated next to each item and are based on prior usage. These items represent a percentage of dollars projected under the proposed contract(s). The estimated quantities are for evaluation purposes only.

A. Format

i. Prices are to be submitted showing the delivered price, distribution price and the total price:

Delivered Price: Invoice Supported Price	\$4.58
Distribution Fee: Fee Added by Offeror for Costs	.23
Unit (Total) Price: Sum of Delivered Price plus Distribution Fee	\$4.81

ii. No part of the pricing is permitted to extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed:
Delivered Price of \$4.578, the thousandths is 5 or over and therefore the hundredths is rounded up to 8, \$4.578 is rounded up to \$4.58.
Distribution Fee of \$0.233, the thousandths is under 5 and therefore the hundredths is dropped, the rounded fee is \$0.23.

iii. Totaled Unit Price: For each item on the Schedule of Top Items, the offered Unit (Total) Price multiplied by the Estimated Requirement Quantity.

B. Delivered Prices:

- i. For all items, submitted prices should reflect prices in effect four weeks prior to closing. For all items, delivered prices are to be supported with a copy of suppliers' (manufacturer, dealer, distributor) invoices with clearly legible delivery dates and prices.)
- ii. Submitted prices should be for the lowest technically acceptable item that meets the Government's requirements. For table top items, such as 12 oz bottles of ketchup, in addition to the lowest technically acceptable item and corresponding pricing, the offeror has the discretion of submitting separate pricing for name brand items. Such submission should be as a separate attachment and will not be incorporated into the overall pricing evaluation. Current supplier invoices are required.
- iii. Delivered prices are not permitted to incorporate NAPA discounts. If other than NAPA discounts are reflected on invoice and the invoice price is the offered delivered price, provide an explanation for the discount and state the applicability of such discounts for the duration of any resulting contract.
- iv. Delivered prices are to be provided in accordance with unit of issue stated under the stock number for each item. An item with the unit of issue as pound, should have a price per pound, an item with a unit of issue of CN should have a price per can.

VOLUME II: BUSINESS PROPOSAL - WRITTEN SUBMISSION REQUIREMENTS (continued) & Evaluation Criteria

- C. Distribution Prices or Fees:
- i. The Distribution Price is the fee added to the invoice supported price of the product and is the financial cost for doing business with the prime vendor. The Distribution Fee will remain constant (firm fixed price) for each twelve-month contract period (first twelve-month base year period and each one-year option period). The first twelve-month period is referred to as the **Contract Base Year**.
 - ii. Distribution Fees must be in dollar and cents format, i.e. \$0.23. Distribution Fees submitted in percentage format (7% of product cost) will not be accepted and could result in offer being determined unacceptable.
 - iii. Distribution Fee is to be provided for each item listed in the Schedule of Top Items and for each Distribution Category.
- D. Distribution Fee Categories:
- i. It is recommended, but not required, that offeror's use the Government Category List For Distribution Fees on the following page. For offeror's choosing to not use the Government Category List for Distribution Fees the government limits the number of categories to fifty, use a separate attachment.
 - ii. Distribution Fees are to be stated in the same unit of issue as product is sold, i.e. if product is sold by case only, than the distribution fee is stated by the case; for products sold by the pound the distribution fee is stated by the pound.
- E. Distribution Fee Option Year Pricing:
- i. Distribution Fees can remain unchanged, decrease or increase only if and when an option is invoked. Distribution Fee Option Year Pricing is to be submitted in percentage format and indicates the anticipated costs for that option period.
 - ii. Distribution Fee Option Year Pricing will not be adjusted by Distribution Category, that is, an offer of no change, a decrease or an increase in Distribution Fee for Option Year Pricing will be made uniformly for each category. An offer of no change means all distribution fees remain the same as for the preceding year, an offer of a decrease of .5% means that all distribution fees decrease by .5%, and increase of .5% means that all distribution fees increase by .5%.
 - iii. Point of reference in regard to change in distribution fees is the preceding year, if contractor anticipates no increases for Option Year One, a .5% increase for Option Year Two and no increase for Option Years Three and Four, then Distribution Fees for Option Years Three and Four would remain the same as for Option Year Two.
 - iv. Distribution Fee Option Year Pricing is to be submitted on form provided on the following page.

I. Pricing for the Schedule of Top Items: Evaluation Criteria

Aggregate Pricing: Sum of the Totaled Unit Prices per Zone, per Base Year plus per each Option Year. An evaluation will be made against the Schedule of Top Items to determine the lowest overall aggregate pricing offered.

VOLUME II: BUSINESS PROPOSAL - WRITTEN SUBMISSION REQUIREMENTS (continued)

The Government's Distribution Price Category List is as follows:

Number	Description	Distribution Price
1	Bakery and Cereal Products	
2	Beverages	
3	Bouillons and Soups (Canned and Dry)	
4	Condiments and Related Products	
5	Confections, Nuts and Sugars	
6	Cheese	
7	Eggs	
8	Other Dairy Products Not Mentioned	
9	Bread Products	
10	Milk Products	
11	Ice Cream Products	
12	Dietary Products	
13	Fats and Oils	
14	Frozen Fish, Other Than Shellfish	
15	Frozen Shellfish	
16	Chilled Meats and Poultry	
17	Frozen Meats and Poultry	
18	Fresh Fruits and Vegetables	
19	Frozen Fruits and Vegetables	
20	Jams, Jellies and Preserves	
21	Other Semi-perishable Products Not Mentioned Above	
22	Centrally Managed Items/Mandatory Items	
23	Related Non Foods (disposable utensils, paper products) (May be added to catalog at a later date)	
24	Q Cogs	
25	MREs, UGRAs	
26	Temporary Storage (Handling and Reissue Fee)	
27	Any Other Category of Items Not Covered Above	

Offerors are required to state distribution price rate of change as a flat percentage increase or decrease for all items for each of the four option years, in the event the option years are invoked. If the offeror chooses to retain the same distribution fee, note "no change," next to each option year. It is acceptable to offer a lower percentage for successive years.

OPTION YEAR ONE: _____
 OPTION YEAR TWO: _____

**VOLUME III: SOCIOECONOMIC PROPOSAL - WRITTEN
 SUBMISSION REQUIREMENTS**

If the offeror is a Small, Small Disadvantaged, Women-Owned Small, Hub Zone Small Business, Veteran Owned Small Business, Service-Disabled Veteran-Owned Small Business Concern, and/or a Javits-Wagner-O'Day Act qualified nonprofit agency, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition.

Socioeconomic Proposals will be evaluated on a comparative basis among all offerors, each factor is equal.

I. SMALL BUSINESSES

- A. Provide details of the efforts your company will make to ensure that small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), Service-Disabled Veteran-Owned Small Business Concern (SDVOSB) and HUB Zone small business (HZSB) concerns will have equal opportunity to compete for subcontracts under any resulting contract. Identify and describe your current and planned projected anticipated services, supplies, and support that will be provided to you by SB, SDB, WOSB, VOSB, SDVOSB, and HZSB on resulting contract, example: Company ABC, Woman Owned Small Business, works year round on ground maintenance; Company MNO, Small Business, is a regular distributor supplying products of Kellogg's, etc. Provide name, title and phone number of individual responsible for developing current small business projections and for ensuring company compliance with maintaining and increasing business with SB, SDB, WOSB, VOSB, SDVOSB and HZSB concerns.

- B. Specifically in regard to items/products stated on this solicitation state what portion of your proposal, in dollars and as a percentage, will be subcontracted to SB, SDB, WOSB, VOSB, SDVOSB and HZSB. Differentiate between dealers/distributors and manufacturers.

	<u>Dealer/Manufacturer:</u>	<u>Dollars:</u>	<u>Percentage:</u>
Small Business	_____	_____	_____
Small Disadvantaged Business	_____	_____	_____
Woman Owned Small Business	_____	_____	_____
Veteran Owned Small Business	_____	_____	_____
Service-Disabled Veteran-Owned Small Business	_____	_____	_____
Hub Zone Small Business	_____	_____	_____

- C. Socioeconomic information is to be submitted to the Contracting Officer no later than the fifth of each month. Information is to state, in dollars and in percentage, amount of business your company has subcontracted to SB, SDB, WOSB, VOSB, SDVOSB and HZSB. Address your firm's ability to comply with this requirement and identify individual responsible for supplying this information.

**VOLUME III: SOCIOECONOMIC PROPOSAL - WRITTEN
SUBMISSION REQUIREMENTS**

II. DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM

- A. The offeror is **invited** to participate in a program whereby small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), Service-Disabled Veteran-Owned Small Business Concern (SDVOSB), HUB Zone small business (HZSB) and Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled 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. In order to participate, the offeror must submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or potentially, admission into its own market. **Participation is entirely voluntary.**
- B. By the fifth of each month, a progress report of the DLA Mentoring Business Agreements Program is to be submitted to the Contracting Officer.
- C. Provide the name and title of the individual principally responsible for the DLA Mentoring Business Agreements Program.

III. JAVITS-WAGNER-O'DAY ACT

- A. Provide details of the efforts your company will make to ensure 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. Identify and describe your current and planned projected anticipated services, supplies, and support that will be provided to you by JWOD concerns on resulting contract.
- B. Specifically in regard to items/products stated on this solicitation state what portion of your proposal, in dollars and as a percentage of dollars, will be subcontracted to JWOD concerns. Differentiate between dealers/distributors and manufacturers.

JWOD qualified agencies Dealer/Manufacturer: Dollars: Percentage:

- C. Submission of Socioeconomic information is to be submitted to the Contracting Officer no later than the fifth of each month. Information is to state, in dollars and in percentage, amount of business your company has subcontracted JWOD concerns. Address your firm's ability to comply with this requirement and identify individual responsible for supplying this information.

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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; SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS AND VETERAN-OWNED SMALL BUSINESS CLASSIFICATIONS

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

ATTACHMENT 1

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, 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 business, 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, which 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 is 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

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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 during the contractor's 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.

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 also 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

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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 by calling 800-558-0884. SDBs that receive formal certification are listed in the SBA on-line database, 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:

- (1) A small business concern -
- (i) 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 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).

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.

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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: \$ _____

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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, 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:

	DOLLARS	PERCENT
Total to be Subcontracted	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. Veteran-Owned SB***	\$ _____	_____ %*
2. HUBZone SB**	\$ _____	_____ %*
3. To Disadvantaged SB**	\$ _____	_____ %*
4. To Women-Owned SB**	\$ _____	_____ %*
5. To Other SB’s**	\$ _____	_____ %*

- * Divided into Total to be Subcontracted
- ** Subset of 2
- *** Includes Service-Disabled Veteran-Owned SB

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, 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 (**); HUBZone small business by three asterisk (***); small disadvantaged business by four asterisks (****) and women owned small business concerns by five 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, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does

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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 to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.**
7. 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.
8. **A description of the efforts the offeror will make to assure that small business, 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, 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, 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, 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, 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.
9. **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) who receive subcontracts in the excess of \$500,000.00 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
 10. **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; and (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, 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.

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11. **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, 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, 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, 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) HUBZone small business concerns were solicited and, if not, why not; (D) small disadvantaged business concerns were solicited and if not, why not; (E) women-owned small businesses were solicited and if not, why not; and (F) if applicable, the reason award was not made to a small business, 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; and (C) conferences and trade fairs to locate small business; HUBZone small business, small disadvantaged and women owned small business sources and veteran-owned 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 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.

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SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

*** THE INDIVIDUAL SIGNING THE PLAN SHALL 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 APPROPRIATE DCMC. _____

ATTACHMENT 2

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

May 1, 1998

SECTION 1.0 GENERAL INFORMATION

- 1.1 CONTACTS
- 1.2 EDI - HOW IT WORKS.....
- 1.3 PARTIES INVOLVED
- 1.4 TRANSACTION SETS
- 1.5 SOFTWARE
- 1.6 NETWORKS
- 1.7 STANDARDS

SECTION 2.0 TRADING PARTNER SETUP

- 2.1 LEGAL.....
- 2.2 PHASE I - SAMPLE TEST FILE

SECTION 3.0 PRODUCTION PROCEDURES.....

- 3.1 OUTGOING TRANSMISSION SCHEDULE
- 3.2 VERIFICATION OF TRANSMISSION.....
- 3.3 PROBLEM RECOVERY DURING PRODUCTION.....

SECTION 4.0 EDI TRANSACTION SETS

- 4.1 832 CATALOG (VENDOR TO DSCP)
- 4.2 850 PURCHASE ORDER (CUSTOMER TO VENDOR)
- 4.3 861 RECEIPT

PART B

810 Transaction Set Version 3050

Electronic Invoice

Revised 1/30/2002

ATTACHMENT 2

Section 1.0 General Information**1.1 Contacts**

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	James Haverstick	(215) 737-2904
STORES Technical Support	STORES Help Desk	(800) 729-7869

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receiving Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, childcare center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES

ATTACHMENT 2

system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network.

The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

ATTACHMENT 2

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

*ATTACHMENT 2***Section 3.0 Production Procedures****3.1 Outgoing Transmission Schedule**

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper

corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

ATTACHMENT 2

Section 4.0 EDI Transaction Sets**4.1 832 Catalog (Vendor to DSCP)**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DSCP via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	“832”	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	“152” - effective date of change	
	DTM02	update-date	Date
	DTM03	update-time (HHMMSS)	Time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	“SW” - stock number	
	LIN03	stock-number	13 AN
	LIN04	“VP” - vendor part	
	LIN05	part-number	25 AN
	LIN06	“ZZ” - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	“ZZ” - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	“F” - free form	
	PID02	“GEN” - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI

ATTACHMENT 2

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	PO402	package-size	8 explicit decimal 2 "12345.78"
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	"SEL" Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

ATTACHMENT 2

4.2 850 Purchase Order (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	"850"	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	"00" - original	
	BEG02	"NE" - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract -order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	"002" delivery requested	
	DTM02	required-delivery-date	6 AN
N1 Name	N101	"ST" ship to	
	N102	n/a	
	N103	"10" - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN
	N202	ship-to-building name or number	35 AN
N3 Address Information	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI
PO1 Baseline Item	PO101	line-item-number	4 UI
	PO102	quantity	5 UI
	PO103	unit-of-measure	2 AN
	PO104	vendor-selling-price	10 explicit decimal 2 "1234567.90"
	PO105	n/a	
	PO106	"VP" - vendor part	
	PO107	vendor-part-number	25 AN

ATTACHMENT 2

Segment	Element	Value	Size
	PO108	“SW” - stock-number	15 AN
	PO109	stock-number	15 AN
	PO110	“ZZ” - mutually defined	
	PO111	FIC	3 AN
PID Production/Item Description	PID01	“F” - free form	
	PID02	n/a	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
CTT Transaction Totals	CTT01	line-item-number	4 UI
	CTT02	total-purchase-order-dollar	12 explicit decimal 2
	SE01	number of included segments	
	SE02	transaction set control number	

4.3 861 Receipt

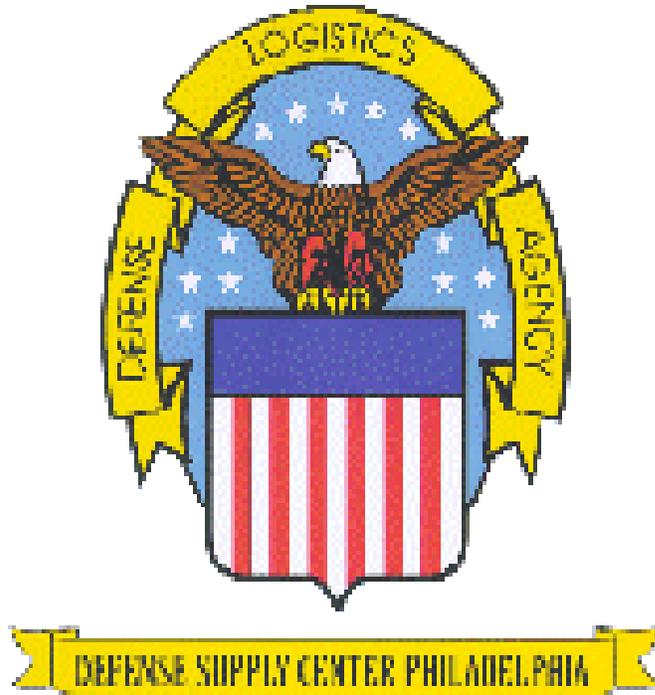
The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP’s DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	“861”	3 ID
	ST02	n/a	
BRA Beginning Segment for Receiving Advice	BRA01	P.O. number	14 AN
	BRA02	date received (YYMMDD)	6 DT
	BRA03	“00”	2 ID
	BRA04	“1”	1 ID
REF Reference Numbers	REF01	“1I”=order num “CT”=contract num	2 ID
	REF02	either order num or contract num	1-30 AN
DTM Date and Time Reference	DTM01	“002”	3 ID
	DTM02	required delivery date (RDD) (YYMMDD)	6 DT

ATTACHMENT 2

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
N1 Name	N101	“ST”	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	“10”	2 ID
	N104	supplemental DODAAC	2-17 AN
RCD Receiving Conditions	RCD01	CLIN	1-11 AN
	RCD02	quantity received	1-9 R
	RCD03	“ZZ”	2 ID
	RCD04	STORES software version	1-9 R
	RCD05	“ZZ”	2 ID
	RCD06	quantity ordered	1-9 R
	RCD07	“ZZ”	2 ID
	RCD08	vendor price	1-9 R
LIN Item Identification	LIN01	CLIN	1-11 AN
	LIN02	“A4”	2 ID
	LIN03	DSCP stock number	1-30 AN
REF Reference Numbers - to identify Document Number, Signal and Fund Codes	REF01	“ZZ” = document number “T4” = signal code “FU” = fund code	2 ID
	REF02	either document number, signal code, or fund code	1-30 AN
	REF03	n/a	
CTT Transaction Totals	CTT01	number of line items	1-6 NO
	CTT02	total dollar value	1-10 R
SE Transaction Set Trailer	SE01	number of included segments	1-10 NO
	SE02	transaction set control number	4-9 AN

June 1, 1999



**810 Transaction Set
Version 3050**

Electronic Invoice

REVISED

7/30/98

1-30-2002

ATTACHMENT 2

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

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>Loop I.D. - IT1</u>	
010	<u>TABLE 2</u> 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

ATTACHMENT 2

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, (substitutions & 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

ATTACHMENT 2

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. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

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 No020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

ATTACHMENT 2

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 0 = numeric zero		M AN	13/13
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 ZZ = Mutually Defined		M ID	2/2

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

ATTACHMENT 2

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 Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

ATTACHMENT 2

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

ATTACHMENT 2

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 16 = Prompt Payment Act		O ID	2/2
ITD03	338	Terms Discount Percent 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)		O R3	1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O DT	6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X N	3/3

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

ATTACHMENT 2

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	373	Date (YYMMDD)	X	DT	6/6

EXAMPLE

DTM*011*980301

ATTACHMENT 2

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 *decimal uses one position length (e.g. 25.50 = 0000025.50)	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. 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. (This information is the Prime Vendors Part Number, e.g. 12345678)	X	AN	13/13

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)

ATTACHMENT 2

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

ATTACHMENT 2

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

ATTACHMENT 2

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

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

ATTACHMENT 2

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

ATTACHMENT 2

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 3

**PVQSMV
21 JAN 98**

**STANDARD OPERATING PROCEDURE
For
PRIME VENDOR SYSTEMS MANAGEMENT VISITS
To
PRIME VENDOR DISTRIBUTORS**

I. INTRODUCTION:

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

II. PURPOSE AND SCOPE:

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

III. REFERENCE:

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

IV. BACKGROUND:

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

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

1). Organizational Structure:

a. Management Responsibility for implementing an organizational structures capable too effectively perform the contract.

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

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

ATTACHMENT 3

2). Contract Review:

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

3.) Purchasing:

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

4.) Production:

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

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

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

5.) Inspection:

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

b. Inspection and Testing procedures.

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

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

V. POLICY

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

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

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

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

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

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

VI. PERSONNEL PERFORMING PVSMVs

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

ATTACHMENT 3

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

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

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

VII. PROCEDURES FOR PERFORMING PVSMVs

A. SCHEDULING

1.) Prime Vendor Systems management Visits will be scheduled semiannually, or more frequently if needed.

B. PREPARATION

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

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

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

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

VIII. CONDUCTING THE VISIT

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

ATTACHMENT 3

- B. It is recommended that the review be started by having the contractor's representative walk the team through the facility so the review team can ascertain where functional responsibility is assigned.
- C. The Prime Vendor PVSMV check lists are to be used to assure consistent review during visits. However, the checklists are not within themselves more than a tool for the visitors to assure necessary areas have been reviewed. The depth of the review of any area will be predicated upon the findings of the visit. If key indicators for the performance characteristic or function are satisfactory, usually that area will not require an extensive review.
- D. The review factors for a PVSMV, the definitions of the base line for compliance, and the key factor(s) relating to those base lines are as follows:

FACTOR 1. Organizational Structure:

- a. Management responsibility for implementing an organizational structure capable too effectively perform against the contract.
Definition: The contractor's policy for supplying a product or service is implemented by assigning organizational responsibility and authority to all personnel who manage, perform, and verify work affecting the contract.
Key factors: the organizational structure assigns responsibility and authority for contract review, purchasing, production, and inspection.
- b. Control of documents:
Definition: Documents when used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.
Key factor: Procedure and policy documents "when used" in contract review, purchasing, production, and inspection are controlled.
- c. Training needs are identified and training is given to employees.
Definition: Methods or procedures exist for identifying and providing necessary training.
Key factor: Employees demonstrate through their work activity knowledge of their job responsibilities.

FACTOR 2. Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

- Definition: The contractor has an individual or activity assigned to review DSCP contracts and modifications to assure work solicited can be performed.
Key factor: An individual or organization is assigned contract review

FACTOR 3. Purchasing:

- Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DoD prescribed items, meet DoD shelf life requirements and date of pack limitations, domestic source products etc., and should include verification of purchased products.
Definition: Review of purchasing instruments and procedures verifies DOD prescribed items and requirements are being met.
Key factor: Items as prescribed in the solicitation / contract is being purchased for DOD deliveries.

ATTACHMENT 3

FACTOR 4. Production:

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

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

Key factor: identification and traceability of items allows selection of products meeting DOD requirements.

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

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

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

c. Handling, Storage, Packaging, and Delivery.

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

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

FACTOR 5. Inspection:

a. Process controls:

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

Key factor: Work instructions for special procedures are communicated.

b. Inspection and Testing procedures.

Definition: Procedures for condition of receipts, verification of purchased products, sanitation, stock rotation, etc. are communicated.

Key factor: Inspections and tests are completed for products, processes, or functions affecting quality of product or service.

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

Definition: Documented procedures are reviewed for their adequacy and personnel's compliance to them.

Key factor: "When" an audit program is established it is being accomplished. NOTE: An internal auditing program is not required by the contract.

RECORDING FINDINGS:

The PVSMV checklist will be completed for each review. Notes documenting status of factors or elements on the checklist may be recorded on the checklist. The checklist provided in this SOP is only an example. Check list should be developed for each contract.

ATTACHMENT 3

Findings requiring action by the contractor to modify methods or procedures to bring performance into contract compliance will be documented on a DD Form 1715 and a copy provided to the contractor during the visit, as soon as the discrepancy is noted. Or documented as determined by the team leader or Regional manager.

The DD Form 1715 will be completed and signed by the Team leader or individual conducting the PVSMV. The specific contract reference shall be stated for the noncompliance, with a short summary of the finding and a statement of action required. (See example)

Other suggestions for improvement of processes or procedures affecting support to DOD under the contract may be discussed with the contractor's representatives, and documented on the PVSMV checklist. It is important to advise the contractor that these types of observations are only suggestions for improvement, and are not procedures requiring modification for contract compliance.

IX. REPORTING:

A. The individual or team will out-brief with the Respective Prime Vendor Regional Manager, the Account Representative, Buyer, and Contracting Officer for the particular contract involved.

B. The completed PVSMV checklist and Quality Deficiency Reports DD Forms 1715 shall be provided to the Accounts Representative for the contract file and documentation of deficiencies noted.

ATTACHMENT 3

PVSMV CHECKLIST

21 Jan 98.

PRIME VENDOR SYSTEMS MANAGEMENT VISIT
CHECKLIST

FACTOR 1. ORGANIZATIONAL STRUCTURE

Yes No N/A

___ ___ ___ * 1.a. Does organizational structure assign responsibility and authority for contract review, purchasing, production, and inspection?

___ ___ ___ review elements:
1.a.1. Does organizational chart assign responsibilities for contract review, purchasing, production, and inspection?

___ ___ ___ 1.a.2. Is line of authority commensurate with responsibility?

___ ___ ___ 1.a.3. Does management periodically review and approve policies and objectives in organizational components? How?

___ ___ ___ 1.a.4. Are records of nonconformances, customer complaints, and customer surveys reviewed by management and corrective actions/ improvement initiatives approved? How?

___ ___ ___ 1.a.5. Is there a means to verify effectiveness of solutions? How?

ATTACHMENT 3

Yes No N/A
 ___ ___ ___

1.a.6. Are policies and procedures clearly defined and provided to involved employees? How?

___ ___ ___

1.a.7. Does company have a system for internal review of policies and procedures?
 Describe:

___ ___ ___

* 1.b. Are procedure and policy documents "when used" in contract review, purchasing, production, and inspection controlled?
 How?

review elements

___ ___ ___

1.b.1. Is the issue of all documents defined?

___ ___ ___

1.b.2. Is there a method or vehicle to identify the current revision of documents?

___ ___ ___

1.b.3. Are obsolete documents accounted for and removed from use?

___ ___ ___

* 1.c. Do employees demonstrate through their work activities knowledge of their job responsibilities?

review elements

___ ___ ___

1.c.1. Does the company have a procedure/ program for training and qualification of personnel?

ATTACHMENT 3

Yes No N/A

___ ___ ___ 1.c.2. Are qualification requirements for special processes, inspections, or tests clearly identified?

___ ___ ___ 1.c.3. Are training and qualification records maintained for all personnel?

FACTOR 2 CONTRACT REVIEW

___ ___ ___ * 2. Is an individual or organization assigned contract review responsibility?

___ ___ ___ review elements
2.a. Are there procedures for review of all government contracts, proposals, and modifications?

___ ___ ___ 2.b. Are contract, proposal, and modification reviews documented?

FACTOR 3 PURCHASING

___ ___ ___ * 3. Are items as prescribed in the solicitation / contract are being purchased for DOD deliveries. How?

___ ___ ___ 3.a. Is there evidence of review of purchase orders to insure inclusion of all requirements? Describe:

ATTACHMENT 3

Yes No N/A

___ ___ ___

3.b. Are there procedures to ensure suppliers ability to meet contractual requirements?

___ ___ ___

3.c. Are their procedures to assure that products designated for DOD inventory is DOD Sanitary Approved Sources?

FACTOR 4 PRODUCTION

Yes No N/A

___ ___ ___

* 4.a. Is there identification and traceability of items which allows selection of products meeting DOD requirements?

___ ___ ___

* 4.b. Is responsibility for nonconforming supplies, customer complaints, recalls assigned?

___ ___ ___

review elements

4.b.1. Does the company have an effective system for controlling nonconforming products, including identification, segregation, and disposition? Describe?

___ ___ ___

4.b.2. Is nonconforming product controlled to preclude intermingling with conforming product? How?

___ ___ ___

4.b.3. Is there a system of corrective action, correcting assignable conditions?

ATTACHMENT 3

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
___	___	___	* 4.c. Are selection and delivery of products made properly and delivered in the correct quantity and condition?
___	___	___	4.c.1. Are their procedures for handling, storage, packaging, selection, and delivery of product? Describe:
___	___	___	4.c.2. Are there periodic inspections of stored products to assure no damage occurs, products meet shelf life requirements, and stock is properly rotated? Describe:
___	___	___	4.c.3. Are their procedures to assure packaging, packing, marking, and unitization requirements are met (especially Navy afloat).

FACTOR 5 INSPECTION

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
___	___	___	* 5.a. Are work instructions for special procedures communicated?
___	___	___	* 5.b. Are inspections and tests completed for products, processes, or functions affecting quality of product or service
___	___	___	review elements 5.b.1. Are receiving inspections completed to determine condition and status of purchased supplies.

ATTACHMENT 3

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
___	___	___	5.b.2. Are in-process inspection and testing points determined and necessary inspection or tests completed?
___	___	___	5.b.3. Are there final inspections of products staged for deliveries? Describe:
___	___	___	5.c. Does the company perform internal audits of it procedures?

FACTOR 6 SERVICING

___	___	___	6.a. Does company have procedures for Not-In-Stock and product substitution authorization?
___	___	___	6.b. Does company have procedures and methods for ordering system assistance and maintenance?
___	___	___	6.c. Are records of customer complaints and resolution maintained.
___	___	___	6.d. Is customer satisfaction monitored and evaluated?

* denotes a key factor

ATTACHMENT 3

Prime Vendor System Management Visit
Govt. Pre - Meeting
page 2 of 3

Performance Standard : (contract) _____

Authority for PVSMV : (ref.) _____

1. Determine exactly what will be covered in the above Responsibility Areas to ensure there is no overlap or omissions in the sub areas.

2. Determine if a checklist or other procedure will be used for the review :

3. Determine the interaction between members for the area assigned.

(The point being if a area is assigned to a professional then the professional will take the lead for that area during the review with the firm. Team interaction should be directed to the professional - not the firm)

4. Determine if the entrance brief will be conducted by the team leader or the team.

(Normally the team leader would conduct the entrance brief and introductions with the team present)

5. Determine if the exit brief will be conducted by the team leader or the team for the area of responsibility. _____

ATTACHMENT 3

Notes: _____

Prime Vendor System Management Visit
Entrance Briefing page 1 of 2

Opening remarks Introduction :

PVSMV Participants: _____

Purpose of PVSMV: *(Normally to determine that the contractor management methods designated for the contract are sufficient to meet the terms of the contract.)*

Scope : *(The area or areas to be reviewed. The entire system is subject to evaluation.)*

Authority: *(Contract reference)*

Agenda: Schedule

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTES:

ATTACHMENT 3

Prime Vendor System Management Visit
Field (Customer)Complaints / Concerns

Page 1 of 1

Prime Vendor: _____ Date : _____

1. Discuss the following Field complaints:

<u>From</u>	<u>Complaint</u>
(1) _____ :	_____
(2) _____ :	_____
(3) _____ :	_____
(4) _____ :	_____
(5) _____ :	_____
(6) _____ :	_____
(7) _____ :	_____
(8) _____ :	_____
(9) _____ :	_____
(10) _____ :	_____
(11) _____ :	_____
(12) _____ :	_____
(13) _____ :	_____
(14) _____ :	_____

2. Is the prime Vendor aware of the above complaints: _____

3. Determine what corrective action will be taken and the time frame to ensure customer satisfaction
: _____

Remarks:

ATTACHMENT 4

Schedule of Top Items for Zone 3 Alaska

<p>Item 1 8905 -01 -056-9123 Unit of Issue: LB</p> <p>BEEF RIB, RIBEYE ROLL, fzn, 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> Estimated quantity: 480 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 2 8905 -01 -E09 -1600 Unit of Issue: LB</p> <p>CHICKEN WINGS, FZN, disjointed (joints 1 & 2), 5 lb co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 48 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 3 8905 -01 -E09 -1939 Unit of Issue: LB</p> <p>BEEF RIB, BNLS, ROAST READY, FZN, min US Choice Gr, 9-11 lb avg, NAMP 110</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 480 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 4 8905 -01 -E09 -3635 Unit of Issue: LB</p> <p>CHICKEN BREAST FILLET, RAW, FZN, 4 oz ea</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 120 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 5 8905 -01 -E09 -3906 Unit of Issue: LB</p> <p>FISH, HALIBUT, STEAKS, RAW, FZN, US Gr A equiv, 4 oz ea, 10 lb co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 24 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 6 8905 -01 -E09 -8031 Unit of Issue: LB</p> <p>CHICKEN, WHOLE, FZN, fryer, US Grade A, w/o giblets, 2.75 lb avg</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 12 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

ATTACHMENT 4

Schedule of Top Items for Zone 3 Alaska

<p>Item 7 8905 -01 -E19 -2726 Unit of Issue: LB</p> <p>PORK LOIN CHOPS, CENTER-CUT, FZN, portion-cut, 5.3 oz ea, NAMP 1412</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 480 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 8 8905 -01 -E19 -3834 Unit of Issue: LB</p> <p>BEEF LOIN, TENDERLOIN, FULL, SIDE MUSCLE ON, DEFATTED, CHL, ungraded, 4 lb min, NAMP 189A</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 192 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 9 8905 -01 -E19 -6133 Unit of Issue: LB</p> <p>FISH, SHRIMP, WHOLE, RAW, P&D, FZN, US Gr A equiv, tail-on, IQF, 26-30/lb, 3 lb co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 72 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 10 8905 -01 -E19 -8553 Unit of Issue: LB</p> <p>BEEF, GRD, PATTIES, FZN, 80% lean, 3.2 oz ea, 10 lb case</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 720 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 11 8910 -01 -432 -2796 Unit of Issue: LB</p> <p>CHEESE, MOZZARELLA, reduced fat, 1 to 5 lb pg</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 180 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 12 8910 -01 -E11 -0591 Unit of Issue: CO</p> <p>HALF AND HALF, CHL, 10.5% - 18% milk fat, 1 pt co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 144 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

ATTACHMENT 4

Schedule of Top Items for Zone 3 Alaska

<p>Item 13 8910 -01 -E11 -2152 Unit of Issue: CO</p> <p>MILK, REDUCED FAT, CHL, 2% milk fat, 5 gal bib</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 144 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 14 8910 -01 -E19 -2033 Unit of Issue: DZ</p> <p>EGGS, SHELL, medium, US Consumer Grade AA, 15 dz/co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 360 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 15 8915 -00 -143 -0978 Unit of Issue: LB</p> <p>TOMATOES, FRESH, cherry, us no. 1 gr, 12 oz co, u.s. std for gr</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 9 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 16 8915 -00 -143 -0997 Unit of Issue: LB</p> <p>PEAS AND CARROTS, FZN, min 25% carrots and min 50% peas, us gr a, 2 to 5 lb pg, u.s. std for gr</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 240 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 17 8915 -01 -088 -8749 Unit of Issue: LB</p> <p>APPLES, FRESH, eating, red, sweet, us fancy gr, us no. 1 gr, or us no. 1 early gr, min 2-1/2 in dia, u.s. std for gr</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 240 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 18 8915 -01 -323 -2202 Unit of Issue: LB</p> <p>APPLES, FRESH, eating, green, swt, us fancy gr, us no. 1 early gr, min 2-1/2 in. dia, u.s. std for gr</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 240 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

ATTACHMENT 4

Schedule of Top Items for Zone 3 Alaska

<p>Item 19 8915 -01 -336 -2901 Unit of Issue: LB</p> <p>VEGETABLES, MIXED, FZN, green or wax beans, diced carrots, swt whole kernel golden corn, green peas</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 192 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 20 8915 -01 -E09 -4622 Unit of Issue: PG</p> <p>VEG, POTATOES, HASH BROWNS, FZN, shredded, IQF, 3 lb pg</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 24 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 21 8915 -01 -E19 -1929 Unit of Issue: LB</p> <p>VEG, ONIONS, CHL, red, peeled, sliced, 5 lb co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 240 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 22 8915 -01 -E19 -7161 Unit of Issue: CN</p> <p>VEG, TOMATOES, CANNED, crushed, conc, no. 10 size can, 6/case</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 12 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
<p>Item 23 8915 -01 -E19 -9754 Unit of Issue: CO</p> <p>VEG, ONION RINGS, BRD, FZN, homestyle, 2.5 lb co, 12/case</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 12 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>	<p>Item 24 8920 -01 -E09 -5644 Unit of Issue: BX</p> <p>RICE BLEND, LONG GRAIN AND WILD, 36 oz box</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 12 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>

ATTACHMENT 4

Schedule of Top Items for Zone 3 Alaska

<p>Item 25 8945 -01 -E09 -2455 Unit of Issue: CO</p> <p>SHORTENING, LIQ, deep-fry cookery, all canola oil, 35 lb co</p> <p><u>VENDOR QUESTIONS</u> Estimated quantity: 36 Delivered price per unit: _____ + Distribution price per unit: _____ Total unit price: _____ Qty X total unit price: _____</p>
