

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

2. CONTRACT NO. SP0300-99-D-2965		3. AWARD/EFFECTIVE DATE JAN 29 1999	4. ORDER NUMBER	1. REQUISITION NUMBER N/A	PAGE 1 OF 18
7. FOR SOLICITATION INFORMATION CALL:		a. NAME M. STEFFANI/A. MAXWELL		5. SOLICITATION NUMBER SP0300-98-R-4048/0001-0004	6. SOLICITATION ISSUE DATE 07/16/98
				b. TELEPHONE NUMBER (No collect calls) (215) 737-2980	8. OFFER DUE DATE/ LOCAL TIME 09/09/98

9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA ATTN: DSCP-HFVH 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092	CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (A) SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (18 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS NET
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15. DELIVER TO SEE PAGE 2	CODE	16. ADMINISTERED BY SAME AS BLOCK 9	CODE
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17a. CONTRACTOR/OFFEROR PYA/MONARCH INC 2850 HIGHWAY 80 WEST MONTGOMERY, AL 36108 TELEPHONE NO. (334) 288-3111	CODE 151991767	FACILITY CODE 1JGE5	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER ATTN-DFAS-CO-SEP P.O. BOX 182317 COLUMBUS, OHIO 43218	CODE S33150
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR FOR ALABAMA AND FLORIDA PANHANDLE DOD AND NON-DOD CUSTOMERS. THIS IS AN INDEFINITE QUANTITY CONTRACT FOR BASE YEAR PLUS FOUR ONE YEAR OPTIONS. <i>(Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$10,975,000.00/BASE YEAR

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE SP0300-98-R-4048 OFFER DATED 12-17-98/1-12-99/1-99 YOUR OFFER ON SOLICITATION BLOCK \_\_\_\_\_

30. SIGNATURE OF OFFEROR/CONTRACTOR

30a. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
KEN CRAFT/PRESIDENT

30b. DATE SIGNED  
3/4/99

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
Maureen Steffani

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
MAUREEN STEFFANI

31c. DATE SIGNED  
1/29/99

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

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE SIGNED

33. SHIP NUMBER  
 PARTIAL  FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT  
 COMPLETE  PARTIAL  FINAL

37. CHECK NUMBER

38. \$/R ACCOUNT NUMBER

39. \$/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE SIGNED

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)



**SOLICITATION/CONTRACT FORM**

- THE FOLLOWING AMENDMENTS, REFERENCED ON PAGE 1, ARE HEREBY INCORPORATED AS PART OF THIS CONTRACT:
  - AMENDMENT 0001 DATED August 10, 1998
  - AMENDMENT 0002 DATED August 26, 1998
  - AMENDMENT 0003 DATED August 28, 1998
  - AMENDMENT 0004 DATED August 28, 1998
- PYA MONARCH'S PROPOSAL AND ALL REVISIONS, INCLUDING THE FINAL PROPOSAL REVISION DATED JANUARY 12, 1999 ARE HEREBY INCORPORATED INTO THIS CONTRACT.
- REMIT TO ADDRESS:  
SAME AS BLOCK 17A

**SUPPLIES OR SERVICES AND PRICES**

- **CUSTOMER: ALABAMA/FLA. PANHANDLE**

**Installation****Service****FT RUCKER****Army**

Supply and Services Division  
Ft. Rucker, AL 36362

Lyster Medical Center  
Nutrition Care Division  
Ft. Rucker, AL 36362

**FT McCLELLAN\****Army*

Ft. McClellan, AL 36205-5000

MEDDAC Hospital

Ft. McClellan, AL 36205-8083

\*Location to be closed approximately December 1999.

**REDSTONE ARSENAL***Army*

TISA Redstone Arsenal

Redstone Arsenal, AL 35898-5335

Fox Army Community Hospital

Redstone Arsenal, AL 35809

**TYNDALL AFB***Air Force*

Commissary Management

Support Office

Tyndall AFB, FL 32403-6290

Prime Ribs Training Site

Tyndall AFB, FL 32403-8504

Child Development Center

Tyndall AFB, FL 32403-5717

Dining Facility

Building 1609

Tyndall AFB, FL 32403-5717

Hospital Dining Facility

Tyndall AFB, FL 32403-5612

**EGLIN AFB**

Air Force

Hospital Dining Facility  
Eglin AFB, FL 32542-1282

Duke Field Dining Facility  
Eglin AFB, FL 32542-6644

Troop Support  
Building 884  
Eglin AFB, FL 32542

Oasis Flighttime Dining Facility  
Eglin AFB, FL 32542

Consolidated Services Inc.  
6 RTB Camp Rudder  
Eglin AFB, FL 32542

Naval School, Ordance                      Navy  
Suite 117  
Eglin AFB, FL 32542-5649

**MAXWELL AFB**

Air Force

Troop Warehouse/42 SVS/SV  
Maxwell AFB, AL 36112-6307

Maxwell Airmen's Dining Facility  
Maxwell AFB, AL 36112-6300

Hospital Dining Facility  
Maxwell AFB, AL 36112-6219

Federal Prison Camp  
Maxwell AFB, AL 36112

**HURLBURT AFB****Air Force**

Oasis Café  
Hurlburt Field, FL 32544-5269

**PENSACOLA****Navy**

NTTC Corry Station  
Child Development Center  
Pensacola, FL 32511-5138

NTTC Corry Station  
Bldg 1080  
Pensacola, FL 32511-5000

NAS Pensacola  
Galley 601, Building 601,  
Pensacola, FL 32511-5000

NAS Pensacola  
Child Development Center  
Pensacola, FL 32508-5217

**PANAMA CITY****Navy**

Naval Coastal System Station  
Panama City, FL 32407-7001

- **ITEMS: TOTAL FOOD AND BEVERAGE SUPPORT FOR ALABAMA AND FLORIDA PANHANDLE DOD AND NON-DOD CUSTOMERS, EXCLUDING FRESH FRUITS AND VEGETABLES, FRESH MILK AND FRESH BREAD.**
- **CONTRACT TYPE: INDEFINITE QUANTITY CONTRACT – FIRM FIXED PRICE.**
- **CONTRACT TERM: ONE [1] YEAR BASE TERM WITH FOUR [4] ONE-YEAR OPTIONS.**
- **THIS CONTRACT CONTAINS A GUARANTEED MINIMUM OF 10% OF THE ESTIMATED DOLLAR VALUE. THE ESTIMATED DOLLAR VALUE OF THE BASE TERM OF THE CONTRACT IS \$10,975,000.00 THE MAXIMUM CEILING WILL BE 125% OF THE ESTIMATED DOLLAR VALUE. IN THE EVENT OF EMERGENCIES AND/OR MOBILIZATION, THE GOVERNMENT RESERVES THE RIGHT TO UNILATERALLY EXECUTE AN ALTERNATE MAXIMUM CEILING OF 150% OF THE ESTIMATED DOLLAR VALUE.**
- **TO THE EXTENT THAT CUSTOMERS DO NOT MEET THEIR ESTIMATED DOLLAR PURCHASES, THE CONTRACTING OFFICER RESERVES THE RIGHT TO ADD MORE THAN 25% OF ADDITIONAL BUSINESS EQUIVALENT TO THE PERCENTAGE OF UNUSED BUSINESS.**
- **DELIVERY: DELIVERY SHALL OCCUR NO MORE THAN 48 HOURS AFTER ORDER PLACEMENT**
- **MINIMUM CASE REQUIREMENT: A MINIMUM OF 5 CASES PER WEEK FOR NEW ITEMS TO BE ADDED. HOWEVER THIS MINIMUM MAY BE ACHIEVED BY COMBINING ALL PYA CUSTOMERS REQUIREMENTS. THE SUPPLIER MUST FIRST BE APPROVED THROUGH THE CONTRACTOR'S SYSTEM AND THE ITEM MUST HAVE A VALID DSCP LSN FOR ORDER PLACEMENT.**
- **PRICING: FIRM FIXED PRICE**
  - **ALL PRICING WILL BE FIRM AT TIME OF ORDER PLACEMENT**
  - **THE UNIT PRICE IS CALCULATED BY ADDING THE "DELIVERED PRICE" AND THE "DISTRIBUTION PRICE". THE DISTRIBUTION PRICES FOR FOOD AND BEVERAGE ITEMS ARE LISTED IN THIS CONTRACT.**
  - **DELIVERED PRICES WILL BE UPDATED WEEKLY AND WILL BE EFFECTIVE FROM MONDAY THROUGH SUNDAY.**
  - **UNIT PRICES MAY NOT EXTEND BEYOND TWO [2] PLACES AFTER THE DECIMAL POINT.**

- IF THE GOVERNMENT DECIDES TO INVOKE THE OPTIONS, THE DISTRIBUTION PRICES WILL BE UPDATED IN ACCORDANCE WITH PYA/MONARCH'S OFFER.
- ORDERING PERIOD: THE FIRST ORDER OF THIS CONTRACT WILL BE PLACED ON APRIL 19, 1999 AND CONTINUE FOR ONE [1] YEAR.

**PAGES 11 AND 12 REFLECT THE CATEGORY PRICING FOR THE BASE YEAR OF THIS CONTRACT.**

THE FOLLOWING CLAUSE AS SITED IN AMENDMENT 0001 DTD 10 AUG 98 IS REITERATED IN FULL TEXT:

**52.212-4 PRICE CHANGES Apr 98**

**[1] DEFINITIONS:**

**[i] UNIT PRICE – THE TOTAL PRICE CHARGED TO DSCP PER UNIT FOR A PRODUCT DELIVERED TO THE GOVERNMENT CONSISTING OF TWO [2] COMPONENTS: DELIVERED PRICE AND DISTRIBUTION PRICE. THIS PRICE NOT EXTEND MORE THAN TWO [2] PLACES PAST THE DECIMAL POINT.**

**[ii] DELIVERED PRICE – THE ACTUAL 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 ITEMS 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.**

**[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]. [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.

[8] 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.

[9] THE REQUIREMENTS OF THIS CLAUSE SHALL ALSO APPLY TO NEW ITEMS ADDED TO THE CONTRACTOR'S ELECTRONIC CATALOG AFTER CONTRACT AWARD.

[10] OFFERORS ARE ADVISED THAT THE CONTRACTING OFFICER INTENDS TO CONDUCT PRICE VERIFICATION ANALYSIS IN THE FOLLOWING MANNER:

[i] PERIODICALLY, THE PRICE VERIFICATION TEAM MAY REQUIRE THE CONTRACTOR TO PROVIDE COPIES OF SPECIFIC INVOICES FROM SUPPLIERS COVERING UP TO 100 ITEMS THAT WERE PREVIOUSLY ORDERED. THESE INVOICES WILL BE USED TO VERIFY THAT THE GOVERNMENT IS ONLY BEING CHARGED THE ACTUAL PRODUCT COST PLUS THE NEGOTIATED DISTRIBUTION 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 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 AND UNIT PRICE[S]. PAYMENT SHALL BE ACCOMPLISHED ON A UNIT PRICE BASIS.**

**Distribution Prices**

	Category	Base Yr
20	Fresh Poultry, Chicken Unbreaded, Frozen Chicken Breaded or Precooked, Frozen Turkey & Turkey Products, Poultry, Other Frozen	
21	Frozen Green or Peeled Shrimp, Frozen Shellfish Frozen Other: Crab, Frog Legs, Oysters	
22	Frozen Fish: Cello, Layer Pack, Raw	
23	Frozen Breaded or Processed Fish, Frozen Breaded or Processed Shrimp Frozen Breaded or Processed Seafood Other: Crabcakes, Oysters	
24	Bags, Cartoons, Coffee Filters, Trays, Napkins, Tabletop Disposable Tissues / Towels, Wrap	
25	Cleaning Aids: Brushes, Grill Bricks, Mops	
26	Machine Detergent: Rinse Aids, Softener	
27	Manual Detergent: Degreaser, Disinfectants, Hand & Specialty	
28	China, Flatware, Glassware, Inserts, Pots & Pans, Utensils Smallware: Kitchen Candles, Light Bulbs, Stemo Smallware: Dining Room, Tabletop	
29	Game, Lamb, Veal	
30	MUSIC Items	

## Distribution Prices

Category	
1	Cheese: Natural & Processed
2	Fresh Eggs, Frozen Dairy & Eggs
3	Fresh Dairy: Dips, Ice Cream, Milk, Sour Cream, Yogurt, Butter & Margarine
4	Fresh Processed Salads, Fresh Chilled Fruits & Juices
5	Oils & Shortening
6	Frozen Fruits, Frozen Potatoes, & Frozen Vegetables
7	Canned Fruits, Canned Tomato & Vegetable Products Dietetic: Fruits & Vegetables, Dietetic: Other
8	Coffee, Hot Chocolate, Tea
9	Beverage Requiring Dispensers (Coffee, Tea, Juice)
10	Non-Carb Beverages: Bar Mixes, Drinks, Drink Bases & Mixes Carbonated Beverages, Juices 100%
11	Frozen Juices
12	Desserts: Custard Gelatin, Pie Filling, Pudding, Whip Topping
13	Frozen & Chilled Breads & Doughs, Frozen Desserts, Whipped Toppings, Frozen Entrees, Hors d'oeuvres, Pizza
14	Condiments: Gravy, Salt, Sauces, Spices, Wine (Cooking), Honey, Jams, Jelly, Peanut Butter, Syrups, Toppings Horseradish, Mayonnaise, Mustard, Salad Dressing, Vinegar Portion Control
15	Cereal, Dried Beans & Fruits, Grits, Pasta, Popcorn, Rice Bakery Items: Bread Flour, Dale Rolls, Doughnut Flour, Powdered Eggs, etc. Chips, Cookies, Crackers, Croulons, Ice Cr. Cones, Mints, Nuts
16	Soup & Soup Bases Canned Entrees, Meats, Seafood
17	Bologna, Deli Meats, Luncheon Meats, Salami Frozen Raw or Breaded Meats Precooked Breaded Meats, Pizza Toppings Corn Dogs, Sausage (Pork & Smoked), Wieners
18	Boxed Beef, Fresh & Frozen Primal Cuts, Processed Raw Hamburger Processed Ham: Bacon, Picnics Fresh & Frozen Pork, Primal Cuts
19	Portion Control - Beef Steaks, Portion Control - Pork, Specialty Meats,

### **DESCRIPTION/SPECIFICATIONS**

- **ORDERING SYSTEM: ALL CUSTOMERS WILL UTILIZE THE GOVERNMENT'S ELECTRONIC ORDERING SYSTEM-STORES.**
- **PLACEMENT OF ORDERS: ORDERS WILL BE PLACED WITH THE PRIME VENDOR VIA STORES SO THAT DELIVERY CAN BE MADE WITHIN 48 HOURS OR AT A DATE SO OTHERWISE SPECIFIED BY THE CUSTOMERS AND AGREED UPON BY THE VENDOR.**
- **CUTOFF TIME: ORDERS SHALL BE PLACED PRIOR TO 2 P.M., TWO [2] DAYS PRIOR TO THE REQUIRED DELIVERY DATE.**

### **PACKAGING, MARKING AND LABELING**

- **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. SHIPPING CONTAINERS SHALL BE IN COMPLIANCE WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE.**
- **ALL MEATS, POULTRY, AND SEAFOOD WILL BE VACUUMED PACKED WHEN PRACTICAL. IN ALL INSTANCES THE PACKAGING WILL PROTECT THE PRODUCT FROM FREEZER BURN AND CONTAMINATION.**
- **ALL FRESH SEAFOOD ITEMS WILL BE IN ICE PACKED CARTONS.**
- **FROZEN PRODUCT MUST BE PROCESSED AND PACKED TO ALLOW REMOVAL OF THE INDIVIDUAL UNITS FROM THE CONTAINER WITHOUT DAMAGE TO THAT OR OTHER UNITS. THE INTENT IS TO BE ABLE TO REMOVE ONLY THAT AMOUNT OF PRODUCT REQUIRED FOR CURRENT NEEDS, WITHOUT THE NECESSITY OF DEFROSTING.**
- **STANDARD COMMERCIAL PRECAUTIONARY MARKINGS SUCH AS "KEEP FROZEN", "KEEP REFRIGERATED", ETC. SHALL BE USED ON ALL CASES WHEN APPROPRIATE TO ENSURE THAT THE CARRIER AND THE RECEIVING ACTIVITY PROPERLY HANDLE AND STORE ITEMS ACCORDINGLY.**
- **TO THE MAXIMUM EXTENT POSSIBLE, NUTRITIONAL AND INGREDIENT LABELS SHALL BE PLACED ON THE INDIVIDUAL PACKAGE.**

- ALL FOOD AND BEVERAGE PRODUCTS SHALL BE IDENTIFIED WITH READABLE DATES [OPEN CODE DATES], OR CODED DATES, AS DETERMINED BY THE TYPE OF PRODUCT DELIVERED. FOR SEMIPERISHABLE, SHELF STABLE ITEMS, OPEN DATING IS PREFERRED, BUT CODE DATING IS ACCEPTABLE. IN THOSE SITUATIONS WHERE CODE DATING IS USED, PYA MONARCH SHALL PROVIDE INFORMATION TO CUSTOMER OF BREAKING CODE DATES ENSURING INTEGRITY OF PRODUCT. FOR ITEMS OTHER THAN SEMIPERISHABLE, SHELF STABLE PRODUCTS MUST HAVE READABLE, OPEN CODE DATES CLEARLY SHOWING THE USE BY DATE, DATE OF PRODUCTION, DATE OF PROCESSING/PASTEURIZATION, SELL BY DATE, BEST IF USED BY DATE, OR SIMILAR MARKINGS.
- PRODUCTS FOR INDIVIDUAL CUSTOMERS/DINING FACILITIES MUST BE SEGREGATED.

#### **INSPECTION AND ACCEPTANCE**

- INSPECTION AND ACCEPTANCE OF PRODUCTS WILL BE PERFORMED AT DESTINATION. THE AUTHORIZED RECEIVING OFFICIAL AT EACH DELIVERY POINT IS RESPONSIBLE FOR INSPECTING AND ACCEPTING PRODUCTS AS THEY ARE DELIVERED.
- INSPECTION IS LIMITED TO IDENTITY, COUNT AND CONDITION; HOWEVER, THIS MAY BE EXPANDED IF DEEMED NECESSARY BY EITHER THE MILITARY VETERINARY INSPECTOR, DINING FACILITY MANAGER, OR THE FOOD SERVICE ADVISOR.
- ALL DELIVERIES ARE SUBJECT TO MILITARY VETERINARY INSPECTION INCLUDING INSPECTION OF DELIVERY VEHICLES FOR CLEANLINESS AND CONDITION.
- THREE [3] COPIES OF THE DELIVERY TICKET/INVOICE MUST ACCOMPANY EACH SHIPMENT. ALL OVERAGES/SHORTAGES/RETURNS ARE TO BE NOTED ON THE DELIVERY TICKET/INVOICE BY RECEIVING OFFICIAL AND TRUCK DRIVER. THE DELIVERY TICKET/INVOICE SHALL BE ANNOTATED TO REFLECT THE ITEMS THAT WERE REJECTED BY ADJUSTING THE QUANTITY AND DOLLAR VALUE. THE TOTAL DOLLAR VALUE OF THE INVOICE MUST ALSO BE ADJUSTED.
- TWO [2] COPIES OF THE SIGNED AND ANNOTATED DELIVERY TICKET/INVOICE WILL SERVE AS THE ACCEPTANCE DOCUMENT.

**DELIVERIES AND PERFORMANCE**

- **FOB TERMS: FOB DESTINATION**
  
- **THE FOLLOWING IS DESIGNATED AS THE PLANT LOCATION FOR THE PERFORMANCE OF THIS CONTRACT:**
  - PYAMONARCH, INC.**
  - 2850 HIGHWAY 80 WEST**
  - MONTGOMERY, AL 36108**
  
- **THE SHIPPING POINT DESIGNATED FOR PERFORMANCE OF THIS CONTRACT IS THE SAME AS THE PLANT LOCATION IDENTIFIED ABOVE.**
  
- **ADD-ONS OR CANCELLATIONS TO AN EXISTING ORDER MAY BE MADE BY 3 P.M ON THE DAY PRIOR TO DELIVERY AT NO CHARGE.**
  
- **DELIVERIES SHALL NORMALLY BE MADE 48 HOURS AFTER THE ORDER IS PLACED WITH THE PRIME VENDOR, OR AT A LATER DATE, AS SPECIFIED BY THE CUSTOMER.**
  
- **PYAMONTGOMERY IS PREPARED TO DELIVER TO ALL DSCP CUSTOMERS BASED ON CUSTOMER REQUIREMENTS NOTED ON THE SOLICITATION.**
  
- **PYAMONTGOMERY HAS PROPOSED THREE FOOD SHOWS PER YEAR THAT WILL EXTEND TO DSCP CUSTOMERS THIRTY-SIX (36) WEEKS OF FOOD SHOW SAVINGS.**
  
- **PYA'S PROPOSED FILL-RATE IS 99.5%**
  
- **CUSTOMER VISITS:  
PYA WILL CONDUCT CUSTOMER SITE VISITS MONTHLY TO ENSURE CUSTOMER'S NEEDS ARE BEING MET.**
  
- **PYA'S TOLL-FREE NUMBER FOR CUSTOMER SERVICE IS 1-800-321-3656.**

**CONTRACT ADMINISTRATION DATA**

- **ADMINISTRATION:** ADMINISTRATION OF THE CONTRACT WILL BE PERFORMED BY DSCP. ADMINISTRATION OF THE DELIVERY ORDERS WILL BE PERFORMED BY THE CUSTOMER.
- DCM AO ALABAMA IS ASSIGNED THE ADMINISTRATIVE DUTIES ASSOCIATED WITH THE APPROVED SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN THAT HAS BEEN SUBMITTED BY PYA/MONARCH.
- **SOCIOECONOMIC CONSIDERATIONS:**  
PYA WILL SUBCONTRACT 40% TO SMALL BUSINESS, WHICH INCLUDES 7% SMALL DISADVANTAGED BUSINESS AND 1.2% WOMEN OWNED SMALL BUSINESS. (SEE ATTACHMENT A).
- **DLA MENTORING BUSINESS AGREEMENT:**  
PYA HAS 2 MBA'S IN PLACE TO SERVICE THIS CONTRACT.

**INVOICING:**

- EACH SHIPMENT SHALL BE ACCOMPANIED BY THREE [3] COPIES OF THE INVOICE [AN ORIGINAL PLUS TWO [2] COPIES]. THE RECEIVING OFFICIAL SHOULD RETAIN A COPY OF THE INVOICE AT THE CUSTOMER'S LOCATION. THE ORIGINAL PLUS ONE COPY OF THE INVOICE SHALL BE RETURNED TO THE PRIME VENDOR.
- THE CONTRACTOR MUST SUBMIT TWO [2] COPIES OF THE INVOICE, THE ORIGINAL SIGNED INVOICE AND A COPY, TO THE DEFENSE FINANCE AND ACCOUNTING OFFICE [DFAS] IN COLUMBUS, OHIO FOR PAYMENT. THE ADDRESS IS NOTED ON PAGE 1, BLOCK 18a, OF THE CONTRACT.
- THE FOLLOWING ADDRESS MUST APPEAR IN THE "BILL TO" OR "PAYMENT WILL BE MADE BY" BLOCK OF THE CONTRACTOR'S INVOICE:

DFAS-COLUMBUS CENTER  
ATTN: DFAS-CO-SEP  
P. O. BOX 182317  
COLUMBUS, OH 43218

- EACH INVOICE SHALL CONTAIN SUFFICIENT DATA FOR BILLING PURPOSES. THIS INCLUDES, BUT IS NOT LIMITED TO:
  1. CONTRACT NUMBER
  2. CALL OR DELIVERY ORDER NUMBER (ALSO REFERRED TO AS CONTRACT ORDER NUMBER)
  3. PURCHASE ORDER NUMBER AND DODAAC
  4. CONTRACT LINE ITEM NUMBER LISTED IN NUMERIC SEQUENCE (ALSO REFERRED TO AS CLIN ORDER NUMBER)
  5. LSN# OR STOCK NUMBER
  6. QUANTITY PURCHASED PER ITEM IN DSCP'S UNIT OF ISSUE
  7. TOTAL DOLLAR VALUE ON EACH INVOICE [REFLECTING CHANGES TO THE SHIPMENT, IF APPLICABLE].

THE FOLLOWING LANGUAGE IS HERBY INCORPORATED UNDER THE TERMS OF THIS CONTRACT:

"YEAR 2000" COMPLIANCE:

(a) THE AWARDEE MUST TAKE ALL PRUDENT AND FORSEEABLE ACTION NECESSARY TO ACHIEVE Y2K COMPLIANCE OF THEIR SYSTEMS BY DECEMBER 31, 1999. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S ORDER ENTRY SYSTEMS, EC/EDI EQUIPMENT SYSTEM INTERFACES, AND SYSTEMS THAT PROCESS INVOICES. THE CONTRACTOR GUARANTEES AND WARRANTS THAT ITS PERFORMANCE UNDER THIS CONTRACT WILL NOT BE IMPAIRED AS A RESULT OF Y2K ISSUES.

THE CONTRACTOR ALSO GUARANTEES AND WARRANTS THAT PERFORMANCE UNDER THIS CONTRACT WILL NOT BE IMPAIRED AS A RESULT OF Y2K ISSUES INVOLVING ITS SUBCONTRACTORS.

Taxpayer Identification Number (TIN) (26 U.S.C. 6050M).

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

- TIN: 36-2998724
- TIN has been applied for.
- TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis.

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**(2) Corporate Status.**

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR

501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(3) Common Parent.**

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name :SARA LEE CORPORATION 36-2089049

TIN

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Under the proposed contract, PYA/Monarch - Montgomery will not only expand the percentages subcontracted by socioeconomic classification, but also the range of products purchased under this contract from these vendors.

The following chart depicts our goals for SB, SDB, and WOSB development over the base year and all option years.

**1.D.2.e Subcontracting Goals**

	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4		
	Dollars	Percent	Dollars	Percent	Dollars	Percent	Dollars	Percent	Dollars	Percent	
1	Total Contract Price	\$10,975	100%	\$9,65	100%	\$8.3	100%	\$8.3	100%	\$8.3	100%
2	Total to be Subcontracted	\$10,975	100%	\$9,65	100%	\$8.3	100%	\$8.3	100%	\$8.3	100%
	To Large Business	\$6.59	60%	\$5.79	60%	\$4.98	60%	\$4.98	60%	\$4.98	60%
	To Small Business	\$4.39	40%	\$3.86	40%	\$3.32	40%	\$3.32	40%	\$3.32	40%
	To SDB	\$,768	7%	\$,7	7.25%	\$,63	7.5%	\$,65	7.75%	\$6.7	8%
	To WOSB	\$,132	1.2%	\$,135	1.4%	\$,14	1.6%	\$,15	1.8%	\$,17	2%
	To other SB's	\$3.48	31.8%	\$3.02	31.35%	\$2.55	30.9%	\$2.52	30.25%	\$2.48	30%

Dollars = \$X,000,000

Records of all purchases from these companies to DoD will be compiled and sent to the contracting officer at least quarterly. Ed Anderson, Manager of Marketing and Brand Development at PYA/Monarch Corporate, and Ken Colvert, VP of Marketing at PYA/Monarch - Montgomery, are the individuals responsible for ensuring company support to these firms.