

CAUTION NOTICE

SP0300-98-R-4043

SUBSISTENCE
PRIME VENDOR SOLICITATION
FOR
FLORIDA; KINGS BAY, GA;
GUANTANAMO BAY, CUBA;
PANAMA; HAITI; HONDURAS; AND
ECUADOR

THIS ACQUISITION IS UNRESTRICTED. OFFERS WILL BE ACCEPTED FROM BOTH LARGE AND SMALL BUSINESSES. FIRMS DO NOT HAVE TO BE FULL-LINE FOODSERVICE DISTRIBUTORS TO SUBMIT AN OFFER IN RESPONSE TO THIS REQUEST FOR PROPOSAL.

THIS SOLICITATION WILL RESULT IN THE AWARD OF TWO (2) INDEFINITE QUANTITY CONTRACTS (IQC'S) FOR A ONE (1) YEAR BASE TERM. THE SOLICITATION ALSO CONTAINS PROVISIONS FOR FOUR (4) ONE-YEAR OPTIONS. ACCEPTANCE OF THESE PROVISIONS BY THE OFFEROR IS MANDATORY.

FAILURE TO INDICATE ACCEPTANCE OF THE OPTIONS BY:

- **SPECIFYING A YEARLY OPTION PERCENTAGE INCREASE OR DECREASE; OR**
- **STATING THAT THERE WILL BE NO CHANGE IN OPTION PRICING; OR**
- **SUBMITTING COMPLETE PRICING INFORMATION FOR ALL OPTION YEARS,**

MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND COULD RESULT IN THE REJECTION OF BOTH THE TECHNICAL AND BUSINESS PROPOSALS.

OFFERORS SHOULD READ THE SOLICITATION VERY CAREFULLY. PLEASE ENSURE THAT ALL REQUIRED INFORMATION IS INCLUDED WITH YOUR PROPOSALS, IN THE ORDER THAT IT IS REQUESTED, AND THAT ALL CLAUSES THAT REQUIRE A RESPONSE ARE COMPLETED. MISSING OR INCOMPLETE INFORMATION MAY RESULT IN THE ELIMINATION OF THE PROPOSAL FROM FURTHER CONSIDERATION. ALL TERMS AND CONDITIONS OF THE SOLICITATION SHOULD BE REVIEWED THOROUGHLY. ANY QUESTIONS REGARDING INTERPRETATION OF THE TERMS, CONDITIONS, OR REQUIREMENTS OF THIS SOLICITATION SHOULD BE DIRECTED TO THE CONTRACTING OFFICER, PAT AMENDOLIA, AT 215-737-4469, OR THE CONTRACT SPECIALIST, KATHY MORRIS, AT 215-737-7518.

OFFERS WILL BE EVALUATED AND AWARDS WILL BE MADE IN ACCORDANCE WITH THE TRADEOFF PROCESS (PREVIOUSLY REFERRED TO AS "BEST VALUE SOURCE SELECTION"). AWARDS WILL BE BASED ON FACTORS OTHER THAN COST OR PRICE ALONE. EVALUATION FACTORS FOR AWARD ARE CONTAINED IN DSCP CLAUSE 52.212-2 "EVALUATION-COMMERCIAL ITEMS" ON PAGE 79. SOURCE SELECTION AND EVALUATION PROCEDURES ARE CONTAINED IN DSCP CLAUSE 52.212-2(d) ON PAGE 80. THE TECHNICAL PROPOSAL IS MORE IMPORTANT THAN THE BUSINESS PROPOSAL.

THE SECTION ENTITLED "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS" PROVIDES INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS. THE SECTION ENTITLED "EVALUATION FACTORS FOR AWARD" EXPLAINS HOW PROPOSALS WILL BE EVALUATED. PROPOSALS MUST BE PREPARED IN TWO (2) VOLUMES: A TECHNICAL PROPOSAL AND A BUSINESS PROPOSAL. THE TECHNICAL PROPOSAL MUST BE DEVOID OF ALL REFERENCES TO COST OR PRICE.

*******IMPORTANT NOTICE*******

OFFERORS WILL BE REQUIRED TO PRESENT THE MAJORITY OF THE TECHNICAL PROPOSAL IN THE FORM OF AN ORAL PRESENTATION. THE COMBINATION OF THE ORAL PRESENTATION AND WRITTEN PROPOSAL WILL CONSTITUTE THE TECHNICAL PROPOSAL AND, IN CONJUNCTION WITH THE BUSINESS PROPOSAL, WILL BE USED TO EVALUATE AND SELECT THE PRIME VENDOR(S) DETERMINED TO BE THE BEST VALUE TO THE GOVERNMENT. INSTRUCTIONS AND GUIDANCE FOR THE ORAL PRESENTATIONS ARE CONTAINED IN THE "INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS" SECTION OF THE SOLICITATION AND SHOULD BE REVIEWED VERY CAREFULLY.

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

1. REQUISITION NUMBER
N/A

PAGE 1 OF
236

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
SP0300-98-R-4043

6. SOLICITATION ISSUE DATE
27 AUG 98

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
PAT AMENDOLIA OR KATHY MORRIS

b. TELEPHONE NUMBER (No collect calls)
(215) 737-4469

8. OFFER DUE DATE/ LOCAL TIME
SEE PAGE 3

9. ISSUED BY

CODE

DEFENSE SUPPLY CENTER PHILADELPHIA
ATTN: DSCP-HFVH
2800 SOUTH 20TH STREET
PHILADELPHIA, PA 19145

PAT AMENDOLIA 215-737-4469
KATHY MORRIS 215-737-7518
JANINE SAMONI 215-737-2940

10. THIS ACQUISITION IS

- UNRESTRICTED
 SET ASIDE %FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 (8A)
 SIC:
 SIZE STANDARD 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. THIS ACQUISITION IS

- RFQ IFB RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE

SEE SCHEDULE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

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 DOD AND NON-DOD CUSTOMERS IN FLORIDA; KINGS BAY GA; GUANTANAMO BAY, CUBA; PANAMA; HAITI; HONDURAS AND ECUADOR				
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

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

DATED YOUR OFFER ON SOLICITATION (BLOCK 3), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

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

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

- RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

PARTIAL FINAL

36. PAYMENT

COMPLETE PARTIAL FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE SIGNED

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE SIGNED

42b. RECEIVED AT (Location)

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

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 90000-0136
Expires: 09/30/98

--CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

Block 8 (continued):

Offer Due Date/Local Time: October 8, 1998 / 3:00 p.m.

Block 9 (continued):

• **Mailed offers should be sent to:**

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 60533
Philadelphia, PA 19145-0533

• **Handcarried offers, including delivery by commercial carrier, should be delivered to:**

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 12, 1st Floor, Wing E
2800 South 20th Street
Philadelphia, PA 19145

All handcarried offers, modifications, or withdrawals are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "**handcarries**" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. The package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

• **Facsimile offers (if authorized; see "Addendum" to 52.212-1(b)) or offer modifications/withdrawals should be transmitted to:** (215) 737-9300, 9301, 9302 or 9303

• **Block 17a: Offeror's assigned DUNS Number:** _____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

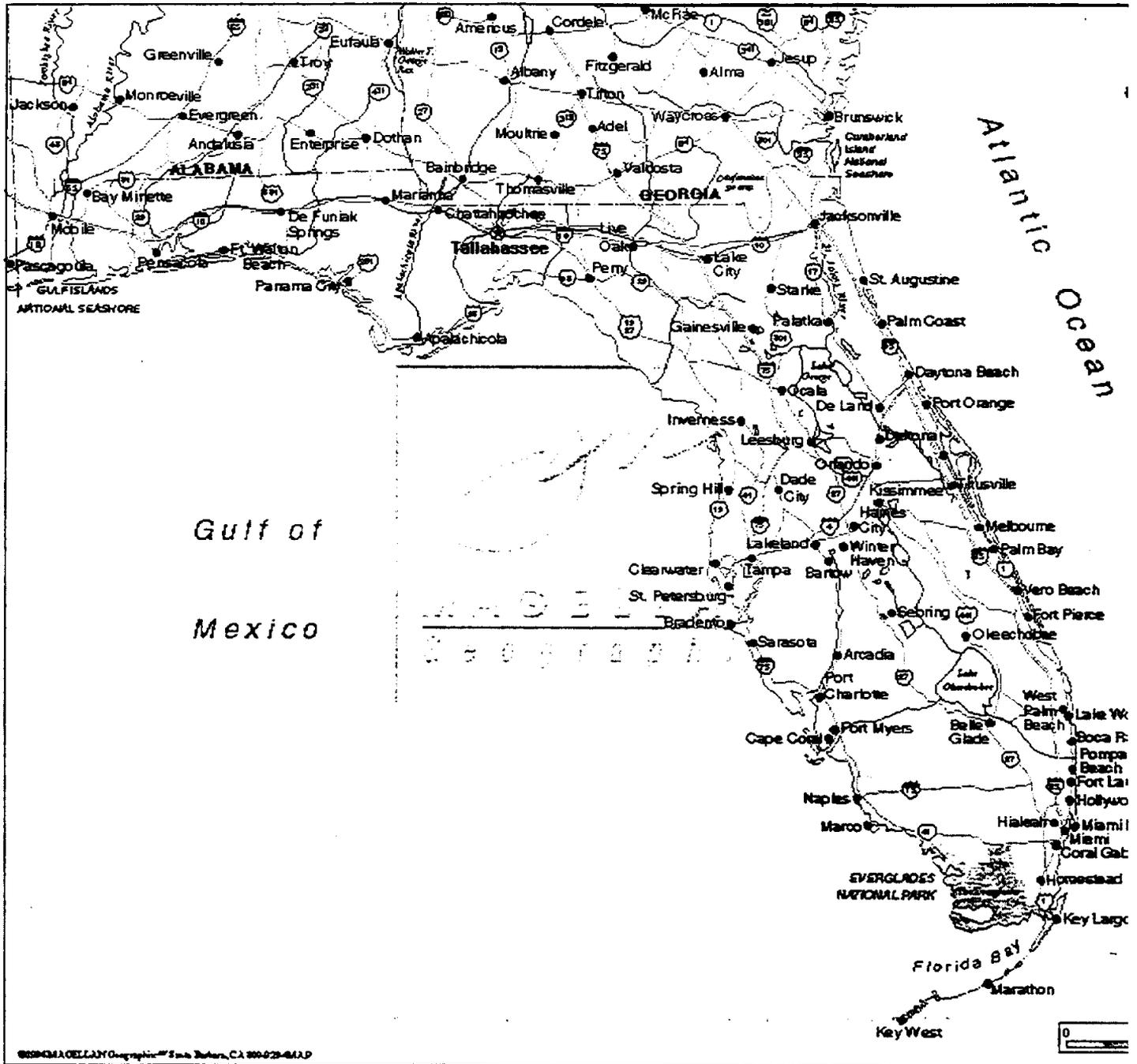
--CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

- **Block 17a: Electronic Mail Address:** _____
- **Block 17b: Remittance Address for EFT detailed summary report:** (if different from Contractor/Offeror address in block 17a.)

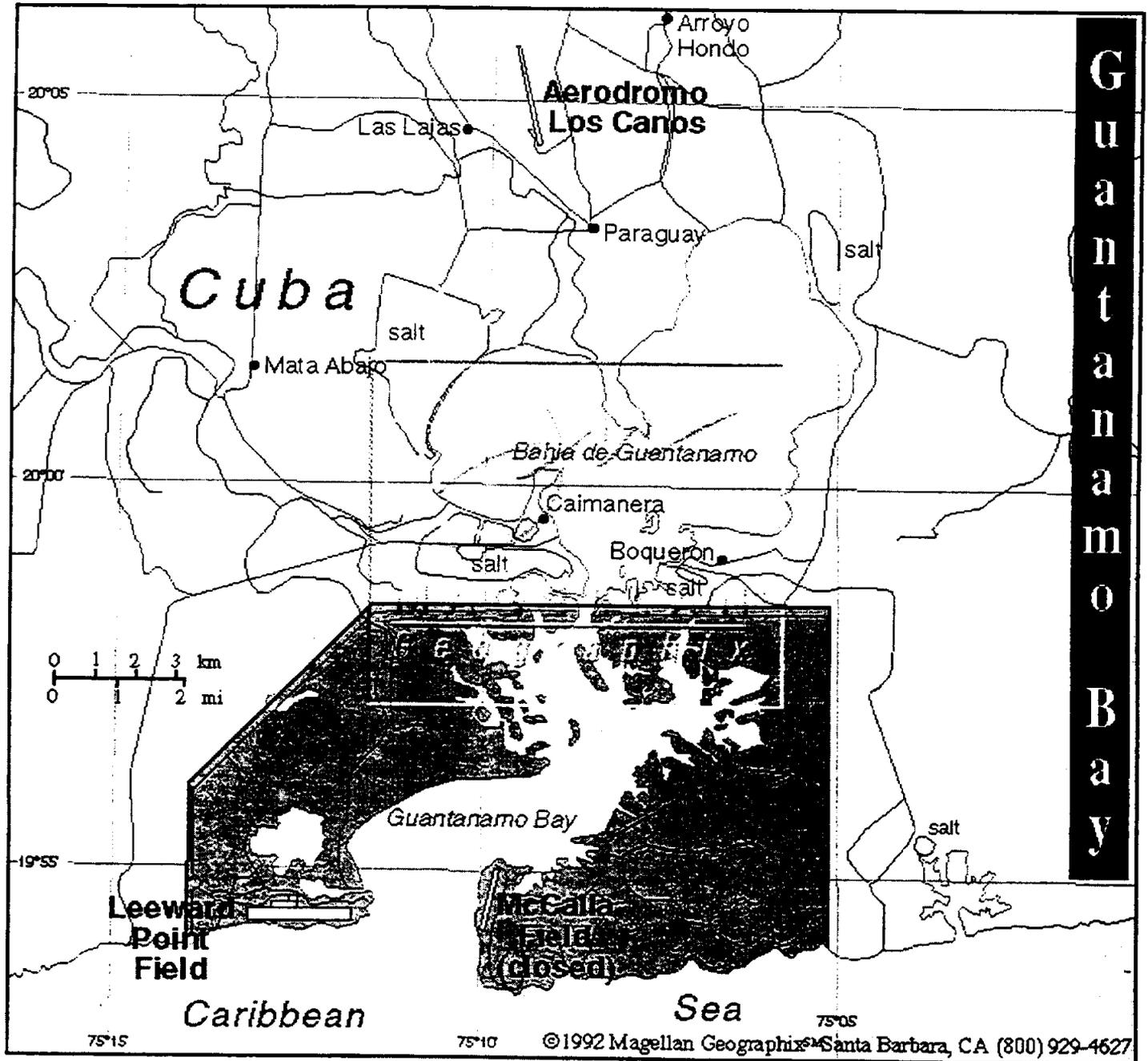
- **Blocks 19-24 (continued):**

See Attachments on pages 177 - 236

Florida/Georgia



Guantanamo Bay



Map of South & Central America



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??????? "DID YOU REMEMBER TO" ????????

- _____ 1. Fill in Block 17a. of SF 1449?
- _____ 2. Indicate remittance address for EFT summary information?
- _____ 3. Sign in Block 30a., name in Block 30b., and date in Block 30c.?
- _____ 4. Sign and return page 1 of any/all amendments?
- _____ 5. Return one (1) completed copy of the solicitation? The second copy should be kept for reference.
- _____ 6. Prepare and return 5 copies of the briefing charts, 5 copies of the written portion of the Technical Proposal, and 2 copies of the Business Proposal?
- _____ 7. Submit copies of technical descriptions for every item listed in the Market Basket of Items used for evaluation?
- _____ 8. Submit manufacturer's invoices for every item listed in the Market Basket of Items used for evaluation?
- _____ 9. Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit a copy of the disk?
- _____ 10. Submit a list of warehouse locations that will **directly** support the proposed customers? Warehouses functioning as backups should be designated as such.
- _____ 11. Indicate the name(s) of the presenter(s) for the Oral Presentation?

SUPPLIES OR SERVICES AND PRICES

I. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into two (2) contracts to supply Subsistence products to the customers supported by this solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor may also be requested to provide related non-food items to the customers. This solicitation does not include requirements for Fresh Fruits and Vegetables, Fresh Milk and Fresh Bread.

B. This solicitation contains the estimated food and beverage requirements for DoD, non-DoD, and other federally funded customers in Florida (less customers west of the Apalachicola River); Kings Bay, GA; Guantanamo Bay, Cuba; Panama; Haiti; Honduras; Ecuador; and the Atlantic Undersea Test and Evaluation Center (AUTEC), Bahamas (in June 2002).

C. Customers in Jacksonville, FL, Mayport, FL, Kings Bay, GA, Panama, and Guantanamo Bay (GTMO), Cuba comprise **Zone 1**. All other customers in the state of Florida (less customers west of the Apalachicola River), Haiti, Honduras, Ecuador, and AUTEC, Bahamas comprise **Zone 2**.

D. Throughout the solicitation, differentiations will be made for Continental United States (*CONUS*) and *Overseas* customers. Any reference to *Overseas* customers applies to GTMO, Panama, Haiti, Honduras, Ecuador and AUTEC, unless otherwise specified. *CONUS* customers are all remaining customers listed in the solicitation.

E. The resulting contracts will be Indefinite Quantity Contracts (IQC's) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. (FAR 16.504(a)). These contracts will be for a one (1) year base term and contain provisions for four (4) one-year options. The combined length of the contract, including option years, may total five (5) years.

F. Estimated Dollar Value/Guaranteed Minimum/Maximum

1. The estimated dollar value for **Zone 1** is \$11,655,343.00 for the base term and \$11,619,880.00 for each of the option years. The total estimated dollar value of **Zone 1**, inclusive of options, is \$58,134,863.00.

2. The estimated dollar value for **Zone 2** is \$4,057,620.00 for the base term, \$4,304,620.00 for option years 1 and 2, \$5,304,620.00 for option year 3 and \$5,504,620.00 for option year 4. The total estimated dollar value of **Zone 2**, inclusive of options, is \$23,476,100.00.

3. The guaranteed minimum for **Zone 1** and **Zone 2** is 10% of the estimated dollar value. For **Zone 1**, the guaranteed minimum for the base year is \$1,165,534.30 and \$1,161,988.00 for each option year. For **Zone 2**, the guaranteed minimum for the base year is \$405,762.00; \$430,462.00 for option years 1 and 2; \$530,462.00 for option year 3; and \$550,462.00 for option year 4.

4. The maximum ceiling on all resultant contracts is 125% of the estimated dollar value. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This higher alternate ceiling for all contracts is 150% of the estimated dollar value per year.

G. The Government intends to award at least two (2) contracts – one (1) contract for **Zone 1** and one (1) contract for **Zone 2**. These contracts may be awarded to the same firm, or the Government may elect to award to two (2) different firms.

H. Individual Customer Estimates

<u>Zone 1</u>	<u>Service</u>	<u>Annual Dollar Estimate</u>
Mayport Oasis Galley	Navy	\$ 376,300.
Mayport FISC	Navy	\$5,770,000.
Jax General Mess	Navy	\$ 495,290.
Jax Naval Hospital	Navy	\$ 252,290.
Cecil Field*	Navy	\$ 170,220.
Kings Bay TRF	Navy	\$2,566,000.
Kings Bay Galley	Navy	\$ 660,000.
GTMO**	Navy	\$1,500,000.
Panama***	Army	\$ 250,000.
		(Note: This is only a 3 month estimate for Panama)

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**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC**

<u>Zone 2</u>	<u>Service</u>	<u>Annual Dollar Estimate</u>
Camp Blanding	Army	\$ 500,000.
Patrick AFB Child Care	Air Force	\$ 8,900.
Patrick AFB Riverside	Air Force	\$ 320,000.
Port Canaveral	Navy	\$ 117,000.
MacDill AFB Bounty	Air Force	\$ 380,000.
MacDill Hospital	Air Force	\$ 127,500.
Key West Diving School	Army	\$ 46,600.
Key West	Navy	\$ 120,000.
USCG Miami Beach	Coast Guard	\$ 36,300.
USCG Clearwater	Coast Guard	\$ 7,000.
USCG St. Petersburg	Coast Guard	\$ 1,100.
USCG Key West	Coast Guard	\$ 64,500.
Krome Detention Ctr.	INS	\$ 460,000.
Miami Job Corps	Non-DoD	\$ 278,720.
Haiti**	Army	\$1,000,000.
Honduras**	Army	\$ 337,000.
Ecuador**	Army	\$ 500,000.
AUTEC****	Navy	\$1,200,000.

I. Important Notes:

*a. Cecil Field is scheduled to close June 1999. Support for this customer will be necessary until the closing date.

**b. GTMO, Panama, Haiti, Honduras and Ecuador are currently supported under DSCP Contract SP0300-98-D-2935. (Note: Panama's support to Honduras and Ecuador will end September 30, 1998.) Support for these customers as a result of the contract awarded against this solicitation will not commence until Contract SP0300-98-D-2935 expires in June 1999, assuming the last option is exercised.

***c. Support for Panama is expected to be for an estimated three months only, July 1999 through the end of September 1999.

****d. AUTEC is currently supported under DSCP Contract SP0300-98-D-2954. Support for this customer as a result of the contract awarded against this solicitation will not commence until Contract SP0300-98-D-2954 expires in June 2002, assuming all options are exercised.

e. It should be noted that the above customer estimates include Fresh Fruit and Vegetable purchases. Offerors should take into consideration

that Fresh Fruit and Vegetable purchases average approximately 15% of customers' total food and beverage purchases.

J. This acquisition for food and beverage support is solicited on an "All or None" basis per zone. Each zone will be evaluated separately.

II. ITEMS

A. This solicitation is for total food and beverage support and covers a broad range of items. The successful Prime Vendor(s) will be expected to provide full-line foodservice items, such as canned items, dry items, chill items, beverages, ESL and UHT dairy items, frozen bakery products, frozen meats, frozen seafood, ice cream and eggs. As previously stated, fresh fruits and vegetables, fresh milk, and fresh bread are not covered under this solicitation.

B. In addition, the Prime Vendor may also be requested to provide related non-food items to the customers. Therefore, the Government reserves the right to add non-food items such as paper products, cleaning supplies and small equipment at a later date.

III. PRICING

A. The offeror is required to formulate its unit prices in accordance with the following equation:

$$**DELIVERED PRICE + DISTRIBUTION PRICE = UNIT PRICE**$$

1. **Delivered Price** – represents the invoice price for the product paid by the Prime Vendor to its supplier, also known as "landed cost". This includes the actual cost of the product delivered to the distributor's facility.

2. **Distribution Price** – includes all elements of the unit price, including profit, other than the delivered price. These elements typically include G&A costs, overhead, packaging, transportation costs from the Prime Vendor's facility to the customer, (or for overseas customers, to the applicable port of embarkation), any other projected expenses associated with the Prime Vendor function, and anticipated profit. This element shall remain constant for the term of the contract.

3. **Unit Price** – The total price charged to DSCP per unit of product delivered to the customer consisting of two (2) components: “delivered price” and “distribution price”.

B. STORES/SPVI

1. The Government’s ordering systems, the **Subsistence Total Order and Receipt Electronic System (STORES)** and the **Subsistence Prime Vendor Interpreter (SPVI)**, require that prices be fixed for a certain period of time.

a. **CONUS customers** - For purposes of this acquisition, prices will be fixed for a one (1) week period. Pricing will be at time of order placement, as long as the delivery date is within six days starting from the day after the order is placed. If the delivery date is outside this six day time frame, pricing will be at time of delivery. For example, if an order is placed on September 1st for a delivery between the 2nd and the 7th, the pricing will be at time of order. If an order is placed on September 1st for a delivery on September 8th or after, pricing will be in accordance with those prices in effect at time of delivery.

b. **Overseas customers** - For purposes of this acquisition, prices will be fixed for a one (1) week period. Due to the leadtime involved for these customers, pricing will be at time of delivery.

2. Price changes must be submitted no later than 1:30 p.m., Philadelphia time, on the Friday preceding the new pricing period. When a Federal holiday falls on a Friday, e.g. December 25, 1998, price changes must be submitted no later than 1:30 p.m. Philadelphia time, on the Thursday preceding the holiday. Price updates are accomplished via an EDI Transaction Set 832. See the attached “EDI Implementation Guidelines” for more information on Transaction Sets.

3. Vendors may also submit 832 price change transactions on an alternate day, e.g. the Thursday preceding the new pricing period. Please specify in the proposal if an alternate day is planned.

4. Price updates cannot be submitted more frequently than once per week, unless the vendor is notified regarding an error in its catalog. All corrections must be made prior to the new pricing period. Changes can be made during the pricing period, but only at the discretion of the Government.

5. Vendors are discouraged from sending an entire catalog as a weekly update. Only those items to which changes have been made should be contained in the 832 update, i.e. adds, deletes, or price changes.

C. Options

1. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful Prime Vendor(s) is **mandatory**. Distribution Prices must be submitted for each option year, as well as the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option year may be offered as a percentage increase, or decrease, from the base year.

2. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base term plus the option years will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

3. Failure to propose an increase or decrease of distribution prices in the option years will be considered, and evaluated as, a 0% change per option year.

4. The Government reserves the right to make the effective period of the base term of the contract less than a one (1) year period and to exercise each option less than one (1) year after the award date of the previous contract action, i.e. award or exercise of option.

VI. CATEGORIES OF ITEMS

A. Two (2) copies of the firm's product listing must be included as a part of the business proposal.

B. The items to be procured under the contract shall be broken down into separate food categories for purposes of proposing Distribution Prices. Distribution Prices shall correspond to the appropriate Unit of Measure, i.e. how the product is sold. For example, products sold by "the pound" shall have corresponding "per pound" Distribution Prices; products sold by "the case" or "the bag" shall have "per case" or "per bag" Distribution Prices. The Distribution Prices must be offered in a dollars and/or cents format and shall not represent a

percentage of the delivered price. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point. Offerors may use the category listing below or submit its own version of food categories; however, a limit of 50 food categories will be imposed. Non-food item Distribution Categories should be kept to a maximum of 10. The Government's category listing is as follows:

1. Chilled Meats
2. Frozen Meats
3. Chilled Poultry
4. Frozen Poultry
5. Frozen Fish
6. Frozen Shellfish
7. Bakery and Cereal Products
8. Beverages (with or without equipment)
9. Bouillons and Soups (Canned and Dried)
10. Jams and Jellies
11. Ice Cream products
12. Milk products
13. Butter and Margarine
14. Other Dairy products not mentioned
15. Condiments, Salad Dressings and Spices
16. Confections, Nuts, and Sugars
17. Eggs
18. Bread Products
19. Dietary products
20. Fats & Oils
21. MUSIC Items *
22. Other Semiperishable Items not mentioned above
23. Other Perishable Items not mentioned above
24. Related non-food items*

*NOTE: These categories must be included in all proposals. The distribution price for MUSIC Items should only include those costs associated with storing, handling, shipping, and transportation. MUSIC Items must be procured from ARC Diversified.

VII. "MUSIC" ITEMS

A. DSCP has awarded under separate contract a vehicle by which Prime Vendors can obtain military unique items, as designated by the Navy. The

program, known as "Military Unique Subsistence Item Coordination", or MUSIC, allows a vendor to place an order with the Advocacy and Resources Corporation (ARC Diversified) for these items and receive a shipment no sooner than 5, but not later than 7, working days after receipt of the order. These items are primarily for Naval Ships Afloat; however, any customer covered under the resultant contracts may order them. Orders placed by a customer for any of the twenty-one (21) items listed below must be obtained from:

Advocacy & Resources Corporation (ARC Diversified)
435 Gould Drive
Cookeville, TN 38506

POC: Terri McRae 615-432-5981
FAX 615-432-5987

B. The MUSIC Items are as follows:

<u>NSN</u>	<u>ITEM</u>
8910-00-082-5734	Cheese, Cottage, Dehydrated, #10 can
8910-00-965-1553	Egg Mix, Dehydrated, #3 cylinder can
8910-01-091-7209	Milk, Nonfat, Dry, 4 lb. can
8915-00-127-9303	Tomato Paste, #2½ can
8915-01-004-6676	Potato Mix, Dehydrated, #10 can
8920-00-165-6868	Flour, Bread, 35 lb. can
8925-00-223-5504	Sugar, Granulated, 35 lb. can
8925-00-682-6705	Syrup, Imitation, Maple, #10 can
8940-00-131-8693	Dessert Powder, Pudding, Choc., #10 can
8940-00-131-8761	Dessert Powder, Pudding, Vanilla, #10 can
8945-00-080-9396	Shortening Compound, Veg Oil, 5 gal can
8955-00-286-5372	Coffee, Roasted & Ground, 20 lb. Can
8905-00-926-6196	Beef Chunks, 29 oz. can
8910-01-067-7967	Chocolate Shake Mix, #10 can
8910-01-067-7968	Vanilla Shake Mix, #10 can
8935-00-149-1359	Soup, Dehydrated, Beef, #2½ can
8935-00-753-6422	Soup, Dehydrated, Chicken Noodle, #2½ can
8935-00-577-4680	Soup, Dehydrated, Tomato Veg, #2½ can
8940-00-131-8691	Dessert Powder Pudding, Butterscotch, #10 cn
8945-00-616-0081	Salad Oil, Canola, 1 gal can
8945-00-890-1776	Vegetable Oil, Deep Fry, 5 quart

C. The MUSIC Contract, SP0300-97-D-1000, establishes the unit prices for each item. The contract currently in effect through July 31, 1998 was extended until the new contract is awarded. In the event the contract is not extended or renewed, the Prime Vendor will be responsible for obtaining these items.

D. If a Prime Vendor is advised that any of the above items are not available from the supplier, it must immediately notify the Contracting Officer of the "not-in-stock" item(s). This should include the Customer Name, Item Description, NSN and quantity ordered. The Prime Vendor must then contact the customer in order to obtain approval for an item substitution.

VIII. MANDATORY ITEMS

A. The items listed below must be purchased from either the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH):

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, #10 can
8920-00-823-7221	Cake Mix, Devil's Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
8955-00-823-7016	Tea Mix, Instant

B. List of Suppliers

1. *Pancake, Devil's Food & Gingerbread Cake Mixes:*

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

2. *Garlic Powder and Paprika:*

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

3. *Tea Mix, Instant:*

Ed Lindsey Industries for the Blind
4110 Charlotte Avenue
Nashville, TN 37209
POC: Allan Broughton 615-741-2251

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, it must immediately notify the Contracting Officer of the "not-in-stock" item(s). This should include the Customer Name, Item Description, NSN and quantity ordered. The Prime Vendor must then contact the customer in order to obtain approval for an item substitution.

IX. FRESH FRUITS AND VEGETABLES

Customers supported under these contracts are expected to order fresh fruit and vegetable requirements from the local Defense Subsistence Office (DSO).

X. MARKET READY ITEMS

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are centrally procured by DSCP and are not expected to be ordered from the Prime Vendor.

B. It is anticipated that DSCP will enter into contracts with local suppliers for the above stated items. Local vendors will deliver these items directly to the customers.

C. If the ordering activities have a need for Prime Vendor deliveries of some, or all, of these items after contract award, the Contracting Officer and Prime Vendor will determine their availability, negotiate appropriate distribution prices, and establish a mutually agreed upon start-up period.

XI. RELATED NON-FOOD ITEMS

A. DSCP is currently working to add non-food (related to food service) items to its Prime Vendor contracts. If and when this program is implemented, certain items will require mandatory sourcing from NIB/NISH centers/stores. The exact items will be furnished when and if the program is finalized.

B. The Government reserves the right to incorporate any consumable or disposable (related non-food items) products associated with the preparation or serving of food into any resulting contracts. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.

C. The offeror must provide a distribution price for this category.

XII. REBATES/DISCOUNTS

A. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other governmental organization shall be returned to DSCP or its customers in the form of an up-front price reduction or lump-sum reimbursement. Up-front price reductions are preferred by DSCP and its customers. Additional rebates over and above those cited above may be offered to DSCP to enhance one's proposal, but will not be mandated for return to DSCP or its customers.

B. The Prime Vendor shall be as aggressive as possible in pursuing all rebates and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other Government customer. The offeror will provide a description of those rebates and discounts meeting the requirements herein as part of its offer in accordance with the provisions outlined in the "Instructions, Conditions, and Notices to Offerors" section of this solicitation. The rebates and discounts proposal will be reviewed and, if found acceptable, shall become part of the resulting contract. A Rebate Report shall be provided to the Contracting Officer on a monthly basis.

C. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The

Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and the monies due the Government have been properly returned in accordance with the offer.

XIII. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions

1. **"Agreement Holder"** - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under prime vendor contracts.

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

3. **"National Allowance Program Agreements (NAPA's)"** - agreements between DSCP and suppliers/manufacturers which identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or any fee in any way. **A NAPA is not a contract.**

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

C. Under NAPA's, agreement holders:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor program; and

2. Offer discounts on the delivered price of product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted and reflected in the 832 EDI transaction set to update the vendor's price catalog.

D. 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.

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

F. Under a contract resulting from this solicitation:

1. DSCP agrees to provide the Prime Vendor with a copy of all NAPA's within 30 working days from time of award. However, NAPA's are expected to be available on the DSCP Homepage on or about October 1, 1998. After this date, the Prime Vendor will be responsible for visiting the DSCP Homepage on a weekly basis to obtain any additions or changes to these Agreements;

2. The Prime Vendor agrees to acknowledge receipt, either by mail or by accessing the DSCP Homepage, of the NAPA's within five (5) working days from date of notification;

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

4. Disputes between the Prime Vendor and the agreement holder related to the NAPA will be resolved between them, according to their own commercial practices; however, DSCP will attempt to facilitate any such disputes.

G. It is expected that all NAPA's, in their entirety, will be placed on the DSCP Homepage on or about October 1, 1998.

H. **The NAPA Program is for the exclusive use of DSCP customers only.**

XIV. FOOD SHOWS

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

PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY, CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual, Regional and/or Mini-Food Shows, all of which the Government may elect to attend.

C. Approximately one (1) to 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 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 the amount of product booked only; and
5. Usage report for customers covered by the contract(s). The reports shall only list usage figures for those items featured at the Food Show and shall be based on the same number of weeks as the effective period of the allowances. At a minimum, the following elements are required in the usage reports:
 - a. Vendor Part Number;
 - b. Description of Item(s);
 - c. Usage Quantity(ies);
 - d. Manufacturer/Brand; and
 - e. Booth Number of Exhibitor(s)
6. At the end of the Food Show Allowance Period, the vendor shall submit a Food Show savings report, by customer, to the Contracting Officer and the Account Manager.

D. 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 timeframe. The deviated price is that price which is submitted via the 832 catalog transaction set.

XV. CUSTOMER SERVICE POLICY

The Prime Vendor shall treat each of the customers covered under the resultant

contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

XVI. NEW ITEMS

A. If a customer desires to order an item that is not part of the contractor's inventory, and the item is not subject to commercial restrictions (e.g. available only from an authorized dealer), the Prime Vendor will be allowed approximately thirty (30) days to source the item, obtain a stock number from DSCP, and add it to the Vendor Item Catalog via an 832 Transaction Set. These items must become a permanent part of the contractor's inventory if the customer guarantees a minimum movement of 20 cases per month.

B. The successful awardee shall assume the responsibility of introducing new food items to the customers, discussing and showing cost effective alternatives to the customers, and satisfying the customers' new item requirements.

XVII. ADDITIONAL CUSTOMERS

A. Additional DoD and non-DoD customers in Florida, or supported from a port located in Florida, may be added to the appropriate Prime Vendor contract based on a mutually agreed upon implementation plan.

B. The potential customers cannot increase the amount of the contract by more than 25% in total. It should be noted that the 25% new business will also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contracts do not meet the estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business. The additional business shall be equivalent to the percentage of unused business. For example, if 20% of the customers' estimate remains unobligated, then an additional 45% may be added in support of Florida customers and/or other customers supported from a port located in Florida, on the same contract. This is not transferable from one contract to another.

D. Additional customers are limited to those that receive federal funding.

XVIII. BACKUP PRIME VENDORS

A. The offeror(s) that is (are) awarded a contract as a result of this acquisition may become a potential backup supplier for another zone should a prime vendor in an adjacent or nearby zone be unable to support one, some, or all of its customers. Offerors are required to agree to perform as a backup supplier if the need arises. If this rare situation does occur, the contractor's assignment to act as a backup supplier will be negotiated through a bilateral modification to the contract.

B. Distribution prices related to its function as a backup prime vendor will be negotiated with the successful offeror prior to the execution of the modification.

XVIX. NON-COMPETE PROVISION

A. Offerors are expressly prohibited from promoting, encouraging or otherwise marketing any of the customers listed in this solicitation away from the DSCP solicitation and/or resultant contract(s) and onto the contract of another Government agency or commercial entity. This prohibition applies both on a preaward and postaward basis.

B. The Contracting Officer reserves the right to resolicit the contract and may not exercise the option to extend the term of the contract if he/she discovers that the successful Prime Vendor has violated this provision.

C. Customers listed in this solicitation that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the DSCP Contracting Officer in writing.

DESCRIPTION/SPECIFICATIONS

I. DEFENSE APPROPRIATIONS ACT

A. The 1997 DoD Appropriations Act, at Section 8091, has 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 contracts 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.**

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

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

C. For additional information, please consult the DoD FAR Supplement at 225.70 "Appropriations Act Restrictions" and/or contact the Contracting Officer.

D. During the course of the year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting

Officer will forward a notice to the Prime Vendor(s) as the determination(s) is (are) made.

II. ORDERING SYSTEM

A. Most of the customers listed in this solicitation are currently using DSCP's Subsistence Prime Vendor Interpreter Plus (SPVI+). This system allows a customer to order its food and beverage requirements from the Prime Vendor and its fresh produce requirements from the Defense Subsistence Office (DSO). This ordering system will be replaced with the new ordering system discussed below, STORES. This changeover is expected to take place during the base year of the resultant contracts.

B. Several customers, including the Krome Detention Center, Miami Job Corps Center and GTMO, currently place orders manually with the Prime Vendor. It is anticipated that these customers will utilize STORES when it becomes available. However, it is possible that a future customer may not have the capability to be under the SPVI+/STORES environment and will require that its orders be placed manually. These orders are usually placed via telephone or facsimile.

C. Subsistence Total Order and Receipt Electronic System (STORES):

1. STORES is the Government's ordering system. It 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 transmitted to DSCP for the purposes of contractor payment and customer billing. Information on STORES functionality is found in the system specification, which is available upon request from DSCP.

2. Customers will be able to order all of their food and beverage requirements through STORES. The system will transmit orders to the Prime Vendor, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items.

3. The Prime Vendor shall be required to modify its electronic commercial ordering system substantively 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 Invoice (this set is optional)

4. The vendor must also have access to the Internet and be able to send and receive electronic mail (e-mail).

5. A complete description of these transactions sets is included in the "EDI Implementation Guidelines - Subsistence Prime Vendor" attached to this solicitation.

6. The vendor must be able to support a possible change to Item Descriptions on both the 832 Transaction Set and its invoice, to conform to the Government's format for Item Descriptions. The Government's format begins with the broad category of item and then continues with a more general description. For example, a 66.5 ounce can of tuna fish would be described as "Fish, Tuna, Solid White, 66.5 oz. Can". Examples of broad categories are Beef, Pork, Fish, Milk, Cheese, Vegetable, Juice, Fruit, Bread, Cereal, Pasta, Sugar, Spice, etc.

B. Order Placement

1. CONUS customers shall place orders via SPVI+/STORES to accommodate a "skip-day" delivery. Orders shall generally be sent no later than 2:00 p.m. in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer leadtime for delivery.

2. Overseas customers shall place orders via SPVI+/STORES to accommodate a leadtime of approximately three (3) to four (4) weeks, depending upon the destination.

3. The Prime Vendor shall notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor shall either offer the customer a substitute of equal or higher quality and of **equal or lower cost**, or advise the customer of its Not-in-Stock position.

C. "Year 2000" Compliance - Date Change Requirements for Year 2000 and Beyond

1. The FAR requires that all information technology that will be required to perform date/time processing involving dates subsequent to December 31, 1999 be "Year 2000 Compliant". Accordingly, the Prime Vendor guarantees and warrants that:

a. any hardware, software and/or firmware items utilized under this contract shall accurately process "date/time" data (including ordering, calculating, comparing, and sequencing) from, into and between, the twentieth and twenty-first centuries including leap year calculations; or

b. any hardware, software, and/or firmware, if non-compliant when the contract is awarded, shall be made compliant prior to December 31, 1999; and

c. the Government shall not experience abnormalities with calculations, ordering or any other functions associated with ordering, for the Year 2000 and thereafter.

2. The capability to accurately process "date/time" data includes, but is not limited to: date/century recognition, calculations that accommodate same century and multi-century formulas and date values, as well as date/data interface values that reflect an accurate and correct day, month, year, and century.

3. When processing orders and/or transmitting data relating to the processing of orders, the contractor shall ensure that the system works accurately based on correct data input. Also, "Year 2000" compliant information technology shall, when used in combination with other information technology, accurately process date/time data if the other information technology properly exchanges date/time data with it.

4. The Prime Vendor shall ensure that its subcontractors' systems are also "Year 2000" compliant.

IV. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest

seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best If Used By Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available.

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

C. Level of Product Quality

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

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weight (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, No. 2 ½ size can, 24 per case". The requirement for this item cannot be filled by substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system. The same holds true for items described as package (PG) or bag (BG).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz. each, USDA IMPS, Item No. 1102 or equivalent, from knuckle, inside round, Eye of Round or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size is a 15 lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

2. When the SPVI+/STORES cataloging function of matching your part number to a Government NSN or LSN is performed, the item must meet or

exceed the Government item description. If the item does not meet the Government description, or if there are any new items that the customer requests, then a Local Stock Number (LSN) may be requested.

V. QUALITY PROGRAM

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

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

B. Supplier Selection

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

VI. WAREHOUSING AND DISTRIBUTION SANITATION PROGRAM

The contractor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, Part 110. Records of

inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any finding 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.

VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

B. VETCOM's "Directory of Sanitarily Approved Food Establishments" can be found on the Internet at <http://domino1.hcssa.amedd.army.mil/vetcom.nsf> .

VIII. STORED PRODUCTS PEST MANAGEMENT PROGRAM

The contractor shall develop and maintain a stored products pest management program for food and other co-located non-food items. Accepted industry standards for pest management shall include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

IX. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions (specifications) for the "Market Basket" items identified in this solicitation. If the requirement is to be filled by the use of a specific "Brand Name" for the term of the contract, the supplier's quote sheet listing the product's salient characteristics shall suffice in lieu of a technical description or specification.

B. The description must be of sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items.

C. The Contractor's descriptions will be used by the Subsistence Prime Vendor Office to determine if the item offered meets the minimum quality standard described or preferred. Subsequent to contract award, DSCP may request copies of any of the contractor's descriptions in order to conduct product

quality evaluations. These evaluations will be conducted at customer locations for the purpose of verifying whether the product quality and characteristics meet or exceed the specified criteria and that the products are suitable for the Food Service operation.

X. PRIME VENDOR SYSTEMS MANAGEMENT VISITS

A. The Subsistence Prime Vendor Branch will conduct Systems Management Visits (SMV's) to conduct reviews of the contractor's methods used to meet the terms of the contract and to verify that those terms are being met. SMV's may include on-site visits to subcontractors and/or product suppliers. All arrangements for visits by DSCP Prime Vendor personnel to contractors, subcontractors and suppliers shall be arranged by the contractor.

B. The DSCP Standard Operating Procedure for conducting SMV's is attached to this solicitation.

XI. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

A. Definition

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

B. USDA - FSIS HACCP Implementation Period

1. Sanitation Standard Operating Procedure (SSOP): All plants by January 27, 1997.

2. HACCP Plans:

- a. Large establishments (500 or more employees):
Effective January 26, 1998.
- b. Small establishments (more than 10 employees but less than 500): Effective January 25, 1999.
- c. Very small establishments (less than 10 employees or annual sales of less than \$2.5 million): Effective January 25, 2000.

C. FDA HACCP Regulation and Implementation Period

The final ruling was issued on December 1995. The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be operating under the regulatory HACCP-based regulation by December of 1997.

XII. JUICE AND DRINK DISPENSERS

A. When requested, the contractor shall furnish beverage dispensing machines and beverage products, as specified herein. All management, labor, transportation, and supplies required to repair and maintain the contractor's equipment shall be the sole responsibility of the contractor.

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

C. The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service.

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

PACKAGING AND MARKING

I. PACKAGING, PACKING AND LABELING

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

B. Semiperishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable. Perishable items shall be snugly packed in commercial export packaging and packing, if applicable. The container shall be set up by means of stitching, stapling or water resistant (cold) adhesive. Final closure of the container shall be accomplished by applying water resistant (cold) adhesive, hot melt adhesive or tape. The shipping container shall be reinforced by applying one girthwise strip of fiber reinforced filament tape. The tape shall completely encircle the container and be positioned in such a manner as to divide the length of the container into equal halves.

C. Shipping containers shall be bonded to a four-way entry pallet in such a manner as to allow them to be handled as one stable unit.

D. Frozen products should be wrapped in polyethylene wrapping that allows removal of individual units from containers/cartons/boxes without damage to the other units. Commercial cartons will be used for all boxed items.

II. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc., shall be used on cases when appropriate.

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

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

D. Military markings are required for all Navy Afloat and GTMO customers covered by this acquisition. The following markings are required on each case:

1. NSN or LSN (if applicable)
2. Item Identification/Nomenclature
3. Unit Pack
4. Government Unit of Issue
5. Case Weight and Cube
6. Date of Pack
7. Best If Used By Date
8. Manufacturer's Name
9. Lot Number
10. Food Identification Code (FIC) – for Navy ships only

E. Offerors should specify in the proposal if the "Date of Pack" and "Best If Used By Date" case markings are based on the manufacturer's "Date of Pack" or the date the product is received in the Prime Vendor's warehouse. The manufacturer's "Date of Pack" is the preferred date.

F. Products for individual customers at the same installation must be palletized separately. For example, dry product for Pier 1 at Mayport may be not be commingled with dry product for Pier 2 at Mayport. This is to ensure expeditious offloading of deliveries to each customer.

G. For GTMO, each pallet must be marked to identify the customer for which it is intended. Acceptable methods of identification include writing the name of the customer on a placard and attaching it to the unit load or using color-coded stickers. Other methods may be used as long as they enable the customer to easily identify the intended recipient. As stated in paragraph F., commingling of product for different customers on the same pallet is not acceptable.

H. In compliance with International Treaty Requirements, the Navy requires that the use of plastic overwrap for pallets delivered to Navy ships be minimal. In the future, the Navy may require the reduction or elimination of plastic packaging for all food products delivered to Navy ships.

I. During the cataloging session, the government may elect to exclude items that have excessive headspace.

INSPECTION AND ACCEPTANCE

I. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count, and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor, or the Contracting Officer.

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

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. Procedures to be used for electronic invoicing will be furnished at a later date.

D. The contractor shall attach three (3) copies of the delivery ticket/invoice to the shipment. These delivery tickets/invoices will be used by the receiving official as the receipt documents, if an 810 electronic invoice is not used.

E. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

F. The signed invoice/delivery ticket must be submitted to DFAS Columbus for payment, unless electronic invoicing methods are being utilized, and shall only reflect the correct quantities and items received by the individual customer.

G. It is expected that at the time of contract startup, electronic invoicing will be done via an 810 transaction set.

II. 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 (o)** "**Warranty**" contained in the solicitation.

III. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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

- A. Packages must be solid, not soft, upon arrival.
- B. Containers and wrapping must be intact and in a solid condition.
- C. Packages must be free of drip and show no evidence of thawing and refreezing (i.e. freezer burn, off odor) or dehydration.
- D. Cello wrapped packages will not be discolored or show other signs of freezer burn.

IV. REJECTION PROCEDURES

- A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.
- B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the accountable food service officer (FSO). The FSO shall inspect and determine the course of action to be taken with the product in question. If present, the contractor's representative may be consulted. **The final disposition decision shall be made by the FSO and/or his/her representative.**
- C. Longer shelf life items that are shipped to Overseas customers and are subsequently rejected, can be returned to the vendor on the next vessel back to the appropriate port, i.e. Jacksonville, Port Everglades, or Cape Canaveral, or

disposed of in accordance with instructions from the Prime Vendor. If the rejected product is returned to one of aforementioned ports, the contractor shall be responsible for picking up the product from the port. Advance notification of returns will be given to the contractor. However, unwholesome perishable products should be destroyed with the concurrence of the FSO. The Prime Vendor will be notified in this instance. After the return is processed, a copy of the Credit Slip, with a copy of the associated invoice, shall be sent to the DSCP Account Manager and the customer.

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

E. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the true value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, same day redelivery of items that were rejected shall be made. The redelivered item(s) must be invoiced separately and must utilize the same Call, Clin, and Purchase Order number for the discrepant line(s). These redeliveries do not constitute an emergency and will not be subject to additional charges.

F. If product is rejected after the delivery occurred, the Prime Vendor must pick up the rejected product at the time the next regular shipment is made. Credit adjustments will be handled through the receipt adjustment process in SPVI+/STORES. If the vendor has already been paid for the product, a claim will be generated through DSCP's financial system. In either case, one (1) copy of the credit memo shall be given to the customer and the DSCP Account Manager, respectively. Along with a copy of the credit memo, the Prime Vendor must forward a copy of the original invoice to the DSCP Account Manager.

G. If a customer requires a one-to-one replacement, the vendor delivery ticket/invoice should identify the shipment as a replacement for rejected product. The invoice should reference the Call, Clin and Purchase Order number from which the product was originally ordered. In addition, a copy of the credit memo is to be attached to the invoice.

H. Replacement shipments of rejected product will not automatically be made. The product must be re-ordered from the Prime Vendor. The Prime Vendor should make every attempt to redeliver this product on the next regular

shipment. However, if a CONUS customer needs this product before the next shipment is scheduled to arrive, the Prime Vendor should make every effort to deliver the product within 24 hours of notification.

V. VEHICLE AND CONTAINER REQUIREMENTS

A. The seavans used to transport supplies to Overseas customers shall be inspected for cleanliness by the Prime Vendor prior to stuffing. The vendor should also run temperature checks to ensure that the vans are capable of maintaining proper temperatures. Seavans that are unsanitary or fail to maintain the proper temperature shall be rejected back to the carrier.

B. Supplies transported in vehicles that are not sanitary, or that have not maintained the prescribed temperatures, may be rejected at destination without further inspection.

C. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

DELIVERIES OR PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

A. The duration of the contracts is for a one (1) year period beginning with the first significant SPVI+/STORES order, excluding test orders. Four (4) one-year options are included in this acquisition. Prior to the beginning of the ordering period for these contracts, a contractor start-up period is recognized as being necessary to successfully implement this project. Except for the contract supporting Guantanamo Bay, Cuba (GTMO), Panama, Haiti, Honduras and Ecuador (SP0300-98-D-2935) and the contract supporting AYTEC (SP0300-98-D-2954), the current contracts for these zones are due to expire on April 16, 1999. The current contract supporting GTMO, Panama, Haiti, Honduras and Ecuador will expire on June 16, 1999, assuming the last option period is invoked. The contract supporting AYTEC is due to expire June 30, 2002, assuming all options are exercised. The first orders against the new contracts will be placed on April 19, 1999, or soon thereafter. Orders from customers in GTMO, Panama, Haiti, Honduras and Ecuador will begin shortly after June 16, 1999. Orders from AYTEC will begin on July 1, 2002 or later.

B. The successful awardee(s) shall have a proposed implementation schedule within thirty (30) days after award in order to implement a fully functional distribution account, including all EDI transactions. This schedule is to be forwarded to the Contracting Officer upon completion. An additional 45 days will be granted for actual implementation.

II. ITEM AVAILABILITY

A. Items must be stocked in sufficient quantities to fill all CONUS ordering activity requirements. It is critical that the items ordered be routinely delivered on a "skip day" basis, or an alternate delivery period as specified by the customer.

B. Deliveries to GTMO, Panama, and Haiti will have an approximate twenty-one (21) day leadtime, from the time the order is received to the date of delivery to the end user. Deliveries for Honduras and Ecuador may have a longer leadtime. Deliveries for AYTEC will have a leadtime of approximately 14 days, from time of order placement to the time of receipt by the end user.

C. Panama has an approximate sailing time of 7 days and Haiti has an approximate sailing time of 5 days.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be made FOB Destination to each ordering activity or applicable port and shall be free of damage, with all packing and packaging intact. The vendor is responsible for removing excess pallets used for delivery purposes from the CONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation, except for GTMO.

B. CONUS customers will receive deliveries two (2) to three (3) times per week, unless otherwise specified. Most customers prefer early morning delivery, i.e. prior to 10:00 a.m. Saturday deliveries are not normally required, but may occasionally be necessary to support a customer's immediate need.

C. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post-award basis by the vendor.

D. Deliveries for CONUS customers are to be made to the loading platform or individual pier (but see paragraph E. for deliveries to Kings Bay). The carrier may be required to stop at a central inspection location prior to proceeding to the final delivery point. Additionally, copies of the invoices must be delivered to a central accounting office after all drops have been made and prior to the carrier's departure from the installation.

E. Deliveries to Kings Bay are to be palletized separately, by vessel. Deliveries of dry products will be made to the cage designated for each individual vessel at the warehouse. Chill and Freeze products do not have to be delivered to cages, but will be separated within the warehouse.

F. Offerors are advised that Material Handling Equipment (MHE) will not be provided by the customers. The Prime Vendor will be responsible for off-loading delivery vehicles and must ensure that proper equipment to accomplish this is available.

IV. DELIVERY INSTRUCTIONS FOR OVERSEAS SHIPMENTS

A. Prior to delivery to the designated port of embarkation, the contractor must notify a Transportation Specialist from DSCP. A point of contact and phone

number will be provided after the award(s) are made. The Transportation Specialist will provide the contractor with a Transportation Control Movement Document (TCMD) and an Export Release. Both documents are necessary in order to move product to the customer. The vendor shall request these documents as far in advance as possible to facilitate timely movement of product. When requesting the above documents, the vendor must furnish the following information: number of pieces, weight, and cube. Please note that all vans are 40 feet and have a weight restriction of approximately 40,000 pounds.

B. The vendor shall be responsible for making arrangements for product movement with the following ocean carriers:

CARRIER	PORT OF EMBARKATION	DESTINATION	POINT OF CONTACT
Caribe	Jacksonville	Guantanamo Bay	Ken Wear 904-353-8200
Crowley	Port Everglades	Haiti and Honduras	Marletta 800-276-9539 X6941
Crowley	Jacksonville	Panama	Marletta 800-276-9539 x6941
Navy	Port Canaveral	Bahamas (AUTEC)	Ray Martinez 407-853-5116

C. The vendor is responsible for providing each customer with the following information within 24 hours of the sail date:

1. Container number (and seal number, if applicable)
2. Document number
3. Contents of van
4. Quantity of each item

D. The above information may be faxed to the customer.

V. DELIVERY POINTS

= ZONE 1 =

A. NAS CECIL FIELD

DODAAC: N60200

Mailing Address: Flight Deck Galley
 General Mess, Building 91
 NAS Cecil Field
 Jacksonville, FL 32215-0113

Delivery Address: Same as Above

Point(s) of Contact: Lt. Watkins/MS2 Randolph
 904-778-5318
 FAX: 904-778-6589

Delivery Days/Times: Monday and Thursday, 7:30 a.m. – 10:00 a.m.

Customer Specifics: Scheduled to close June 1999

B. NAVAL HOSPITAL JACKSONVILLE

DODAAC: N00232

Mailing Address: Nutrition Management
 2080 Child Street
 Naval Hospital
 Jacksonville, FL 32214

Delivery Address: Food Service Receiving

Point(s) of Contact: MS1 Dela Cruz
 904-777-7548
 FAX: 904-542-9117

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

Delivery Days/Times: Monday thru Friday, 7:00 a.m. to 3:00 p.m.

Customer Specifics: Maintain stocks to feed 80 breakfast, 300 lunch and
70 dinner meals; during surge may increase to 4200
meals per day

C. THE GALLEON GENERAL MESS

DODAAC: N00207

Mailing Address: The Galleon General Mess
Building 855, Box 21
Naval Air Station
Jacksonville, FL 32257

Delivery Address: Same as Above

Point(s) of Contact: MS1 Slocumb/MS1 Farrell/LTJG Allee
904-542-3854 or 4539
FAX: 904-542-3821

Delivery Days/Times: Monday, Wednesday, Friday, 6:30 a.m.

Customer Specifics: Average head count per meal is 390. During surge
requirements, the evacuation site may feed 1000
extra; the FEMA directed mobile Command Center
may feed 300 extra; and the training facility may feed
300 extra.

D. TRIDENT REFIT FACILITY - KINGS BAY

DODAAC: N44466

Mailing Address: NAVSUBASE
Trident Refit Facility
Kings Bay, GA 31547

Delivery Address: Provisions Warehouse
Building 2021

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

Point(s) of Contact: Joe Cunanan Tammy Applecumings
 912-673-2925 X9288 912-673-2925 X9342
 FAX: 912-673-2571

Delivery Days/Times: Monday, Wednesday, Friday, 7:00 a.m. to 10:00 a.m.

Customer Specifics: Average head count per meal is 1500 (for 10
 submarines). Complete loadout requirements may be
 necessary for delivery in 48 hours.

E. PIRATES COVE GALLEY – KINGS BAY

DODAAC: N42237

Mailing Address: NAVSUBASE
 Building 1050, Galley
 Kings Bay, GA 31547

Delivery Address: Same as Above

Point(s) of Contact: Lt. Karen Prescott
 912-673-2001 X9638/9639/4643
 FAX: 912-673-3108

Delivery Days/Times: Wednesday, 8:00 a.m.

Customer Specifics: Maintain stocks to feed 150 breakfast, 400 lunch and
 300 dinner meals; during surge may increase to 4200
 meals per day

F. "THE OASIS" DINING FACILITY

DODAAC: N60201

Mailing Address: Oasis Galley
 Building 338
 Mayport, FL 32228

Delivery Address: Same as Above

Point(s) of Contact: CWO2 Al Woodall
904-270-5373
FAX: 904-242-0068

Delivery Days/Times: Wednesday, 6:30 a.m.

Customer Specifics: Maintain stocks to feed 188 breakfast, 303 lunch and 229 dinner meals; maximum seating capacity of 260. During surge, may increase to 300.

G. FLEET INDUSTRIAL SUPPORT CENTER - MAYPORT

DODAAC: N68836

Mailing Address: FISC Mayport
Naval Station Mayport
Jacksonville, FL

Delivery Address: Pier Area; Pier number will vary according to ship

Point(s) of Contact: William "Randy" Randolph
904-270-5699 X122
FAX: 904-270-5155

Delivery Days/Times: Monday thru Sunday, 7:00 a.m. to 5:00 p.m.

Customer Specifics: Average head count of 9500 per meal

H. GUANTANAMO BAY, CUBA

Mailing Address: Supply Department
PSC 1055 Box 33
FPO AE 09593-0133

Delivery Address: Port of Jacksonville

Delivery Point #1: Supply Warehouse DODAAC: N60514
Delivery Point #2: Marine Galley DODAAC: M67228
Delivery Point #3: Navy Hospital DODAAC: N61564

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**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC**

Delivery Point #4: Leeward Galley DODAAC: N60514

Point(s) of Contact: John Daggett
011 5399 4552
FAX: 011 5399 4590

Delivery Days/Times: In accordance with barge schedule

Customer Specifics: Individual customer requirements must be palletized separately from those of other customers. Customer is downsizing.

I. PANAMA

DODAAC: W81C77

Mailing Address: Will be furnished after award

Delivery Address: Port of Jacksonville
Marked for Panama

Point(s) of Contact: Edwin Olmos
011 507 285 5348
FAX: 011 507 285 5603

Delivery Days/Times: In accordance with barge schedule

Customer Specifics: Orders monthly; Customer base is moving so support is expected to be only for three months, July 1999 through estimated date of departure, September 1999.

= ZONE 2 =

A. USCG AIR STATION, CLEARWATER DINING FACILITY

DODAAC: Z20150

Mailing Address: USCG AIRSTA Clearwater
15100 Rescue Way
St. Pete/Clearwater Airport
Clearwater, FL 34622

Delivery Address: Galley

Point(s) of Contact: FSC Randy Fudge FS2 Miguel Negrón
813-535-1437, X1726 813-535-1437, X1725
or X1722

Delivery Days/Times: Tuesday, 7:00 a.m. to 8:00 a.m.

Customer Specifics: Maintain stock for 25 breakfast, 80 lunch and 30
dinner meals; possible support of operation in the
islands, i.e. lots of rice and beans; feeding during
hurricane conditions decrease.

B. USCG GROUP ST. PETERSBURG GALLEY

DODAAC: Z36293

Mailing Address: USCG Group St. Petersburg Galley
600 8th Avenue SE
St. Petersburg, FL 33701

Delivery Address: Same as Above

Point(s) of Contact: Chief Richardson
813-824-7626

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**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC**

FAX: 813-824-7514

Delivery Days/Times: Twice per week, A.M. deliveries preferred

Customer Specifics: Maintain stock for 20 breakfast, 45 lunch and 20 dinner meals.

C. USCG MIAMI

DODAAC: Z46900

Mailing Address: USCG, Integrated Support Command
100 MacArthur Causeway
Miami Beach, FL 33139-5101

Delivery Address: Same as Above

Point(s) of Contact: FSC Ashton/Chief Bondy
305-535-4460
FAX: 305-535-4466

Delivery Days/Times: Monday – Friday, 6:00 a.m. to 4:00 p.m.

Customer Specifics: Feed approximately 80 personnel three (3) meals per day; during surge, this may increase to 250 per day.

D. USCG KEY WEST

DODAAC: Z36298

Mailing Address: USCG Group Key West
Key West, FL 330340

Delivery Address: Same as Above

Point(s) of Contact: FS1 Phil Gorman Ronda Muse
305-292-8822 305-292-8867
FAX: 305-292-8842

Delivery Days/Times: Thursday morning

Customer Specifics: Maintain stock for 20 breakfast, 100 lunch and 20 dinner meals (during surges, may increase to 30, 150, and 30, respectively)

E. NAS KEY WEST GALLEY (BOCA CHICA)

DODAAC: N00213

Mailing Address: Naval Air Station Key West
Key West, FL 33040

Delivery Address: Galley

Point(s) of Contact: MS1 (SN) James Pummell
305-293-2691
FAX: 305-293-2787

Delivery Days/Times: Monday and Thursday, 6:00 a.m. - 10:00 a.m.

F. MACDILL AFB (HOSPITAL)

DODAAC: FT9301

Mailing Address: 6th Medical Group/MDSS/SGSD
8915 Bayshore Boulevard
MacDill AFB, FL 33621

Delivery Address: Same as Above - Loading Dock

Point(s) of Contact: TSGT Thornhill or TSGT Juhl
813-828-5445

Delivery Days/Times: Monday through Friday, 6:00 a.m. to 1:00 p.m.

Customer Specifics: Require dietary products and nutritional supplements

G. DINERS REEF, MACDILL AFB

DODAAC: FT9010

Mailing Address: Diners Reef
Building 259
Hillsborough Loop
MacDill AFB, FL 33621

Delivery Address: Same as Above

Point(s) of Contact: SRA Ward
813-828-4998
FAX: 813-828-8718

Delivery Days/Times: Tuesday and Thursday, 11:00 a.m. - 1:00 p.m.

H. PATRICK AFB, MILITARY SEALIFT COMMAND

DODAAC: N03080

Mailing Address: Military Sealift Command
P.O. Box 4066
Patrick AFB, FL 32925

Delivery Address: Delivery points vary:
Port Canaveral, Ft. Lauderdale, Key West

Point(s) of Contact: Alan Enders
407-494-2213
FAX: 407-494-5699

Delivery Days/Times: Monday thru Friday, 7:00 a.m. to 11:00 a.m.; 1:00
p.m. to 5:00 p.m.

I. RIVERSIDE DINING FACILITY

DODAAC: FT9014

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**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC**

Mailing Address: Riverside Dining Facility
Building 350
404 Range Road
Patrick AFB, FL 32925

Delivery Address: Same as Above

Point(s) of Contact: Michael Miller Betty Holcombe
407-494-4248 407-784-8746
FAX: 407-784-8353

Delivery Days/Times: Tuesday and Thursday, 5:00 a.m. to 10:00 a.m.

J. PATRICK AFB CHILD DEVELOPMENT CENTER

DODAAC: FT9401

Mailing Address: Patrick AFB CDC
45 SVS/SVYC
820 South Tech Road
Patrick AFB, FL 32925

Delivery Address: Same as Above

Point(s) of Contact: Elisabeth Avilla or Tammy Lanham
407-494-7028
FAX: 407-494-5848

Delivery Days/Times: Thursday, once per month, late morning

Customer Specifics: Average 120 per meal

K. US IMMIGRATION SERVICE/KROME DETENTION CENTER

DODAAC: 1542K0

Mailing Address: 18201 SW 12th Street
Miami, FL 33194

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC

Delivery Address: Same as Above

Point(s) of Contact: Felix Garnett
305-552-1845, X180
FAX: 305-530-7070

Delivery Days/Times: Tuesday and Thursday, 7:00 a.m. to 11:00 a.m.

Customer Specifics: Feed an average of 500 per day; anticipate an increase in the average to 800 per day by June 2000

L. CAMP BLANDING

DODAAC: W81BR5

Mailing Address: TISA
Route 1, Box 465
Starke, FL 32091-9703

Delivery Address: Building 5540
Dade Road off Avenue "D"

Point(s) of Contact: SSG Vance or SGT Brander
904-533-3522
FAX: 904-533-3445

Delivery Days/Times: Tuesday and Thursday

M. MIAMI JOB CORPS CENTER

DODAAC: 1642SV

Mailing Address: 3050 NW 183rd Street
Miami, FL 33056

Delivery Address: Same as Above - Dining Hall Loading Dock

Point(s) of Contact: Carol Walker Danny Benedit
305-626-7835 305-626-7809
FAX: 305-626-7857

Delivery Days/Times: Tuesday and Thursday, 8:00 a.m. to 10:00 a.m.

N. SPECIAL FORCES UNDERWATER TRAINING FACILITY – KEY WEST

DODAAC: W81YMG

Mailing Address: Building Key West 500
Fleming Way, Trumbo Point
Naval Air Station Key West, FL 33040

Delivery Address: Same as Above

Point(s) of Contact: Scott Gibson
305-293-4164
FAX: 305-293-8283

Delivery Days/Times: Monday and Thursday, 8:00 a.m. to 1:00 p.m.

Customer Specifics: Maintain stock for an average of 50 people per day;
the maximum is 90 breakfast, 90 lunch and 90 dinner
meals

O. BAHAMAS – ATLANTIC UNDERSEA TEST AND EVALUATION CENTER (AYTEC)

DODAAC: N63821

Mailing Address: AYTEC
PSC 1012
FPO AA 34058

Delivery Address: MTMC Ocean Terminal Facility
Port Canaveral, FL
POC: Jack Norman
407-853-6449

Point(s) of Contact: Letitia "Luke" Thacker or Pat Clark
561-655-5155 X5233

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

FAX: 561-655-5155 X5234

Delivery Days/Times: Friday mornings

Customer Specifics: Experience 50% increase in requirements in April and October; serve 4,000 breakfast, 10,000 lunch and 8,500 dinner meals per month

P. SOTO CANO AIR BASE, HONDURAS

DODAAC: W81GAJ

Mailing Address: Information will be furnished after award.

Delivery Address: Crowley Shippers
Port Everglades
4300 Mac Intosh
Port Everglades Terminal
Ft. Lauderdale, FL 43335
= Mark For: Honduras

Physical Address: Soto Cano Air Base
TISA, Bldg. T22
Palmerola, Honduras

Point(s) of Contact: SGT Martinez

Delivery Days/Times: Varies according to carrier's schedule.

Q. HAITI

DODAAC: W81C77

Mailing Address: USSPTGPJ4 HAITI, Food Service
APO, AE 09301

Delivery Address: Tech Marine
Port Everglades
4300 Mac Intosh
Port Everglades Terminal

Ft. Lauderdale, FL 43335
= Mark For: Haiti

Point(s) of Contact: Class 1 Marty McLaughlin
011 301-619-3747
FAX: 011 301-619-3581

Delivery Days/Times: Varies in accordance with carrier's schedule.

Customer Specifics: Orders will be placed twice a month.

R. ECUADOR

DODAAC: W81C77

Mailing Address: Information will be furnished after award.

Delivery Address: Information will be furnished after award.

Point(s) of Contact: Information will be furnished after award.

Delivery Days/Times: Varies in accordance with carrier's schedule.

Customer Specifics: Orders will be place monthly.

III. FILL RATE/SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the DSCP Subsistence Prime Vendor office. The fill rate shall be calculated as follows and shall not include misspicks, damaged cases, etc.:

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

B. The fill-rate shall be calculated with and without substitutions. Note that substitutions must be approved by authorized customer personnel prior to shipment.

C. Substitutions must be of the same or higher quality and at the **same or lower price**. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

IV. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

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

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

V. SURGE/MOBILIZATION

A. Surge

The capability to handle large increases in quantities for short periods of time with very little lead-time will be required at various times throughout the term of the contract. Services may experience the unscheduled arrival of troops with

only a few hours notice and may require double or triple the normal usage figures. The timing of these surges is impossible to anticipate. The ceiling for these surges is 150%. The pricing for these items shall be the same as those for routine, non-surge orders.

B. Mobilization

The capability to handle a full-scale military mobilization or a national emergency, wherein consumption may double or triple at any site for an extended period of time, must also be provided for. The offeror must develop a Readiness Plan outlining how the firm, and its partner, would meet the increased requirements by using additional suppliers, subcontractors, etc., and how this sustained increase would be satisfied. Typical mobilization strategies provide for lead times of at least thirty (30) days. As with surge capability, the ceiling for mobilization would be 150%. Pricing procedures shall be the same as for those routine, non-surge orders.

C. The Government reserves the right to test the Prime Vendor's Readiness Plan.

D. When a unit deploys for training exercises outside of its designated zone, as specified in this solicitation, the Prime Vendor that would usually support the customer shall have the first opportunity to support the unit's requirements. If the Prime Vendor cannot provide support at no additional cost to the Government, or decides not to do so, then the requirements will be given to the Prime Vendor in the zone where the training is to take place.

VI. EMERGENCY ORDERS

A. In order to adequately support emergency orders, the Prime Vendor must provide "same day service" to its CONUS customers. Emergency shipments for Overseas customers will be placed on the next available vessel. Procedures for handling emergency orders should be included in the vendor's proposal and furnished to the customers after award. The Prime Vendor shall provide, as a minimum, two (2) emergency orders per month, per individual ordering activity, at no additional charge to the Government. The cost for emergency orders in excess of this quantity will be charged to the individual customer in accordance with the fee specified in the offeror's technical proposal and accepted by the Contracting Officer.

B. The Prime Vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VII. AUTHORIZED RETURNS

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

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
7. Products delivered in unsanitary delivery vehicles;
8. Products delivered that fail to meet the minimum/maximum specified temperature;
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.

B. Any other conditions not specified above that are deemed to be valid reasons for return.

VIII. SHORT SHIPMENTS/SHIPPING ERRORS

A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.

B. Any product delivered in error to a CONUS customer must be picked up by the vendor on the next delivery day after notification by the ordering activity.

C. Any product delivered in error to, and returned by, an overseas customer must be picked up by the vendor upon arrival at the port. The overseas customer may elect to retain the product and adjust its records to reflect the receipt of the product.

IX. LOADING INSTRUCTIONS FOR OVERSEAS CUSTOMERS

A. The Prime Vendor is restricted to placing only those items intended for Government use, under a contract resulting from this solicitation, on the seavans.

B. Product destined for different customers, but leaving from the same port, must be kept separate.

C. The vendor shall observe the following loading instructions:

1. All products shall be segregated based on the different class of items. Dry goods, chill items, and freeze products shall all be separated accordingly.
2. Chill and freeze items must be shipped in refrigerated vans.
3. All product must be palletized.

D. Loads for individual customers must be palletized separately. For example, dry products for the Central Supply warehouse at GTMO may not be commingled with dry products for the Marine Galley at GTMO. However, effective use of the seavan shall be made when consolidating shipments.

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

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

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

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. The successful prime vendor(s) may elect to submit invoices via an 810 transaction set to DFAS Columbus. This transaction set is currently being tested at DSCP. Additional information on the use of an 810 for invoicing purposes will be made available in the near future. Paragraphs B. and C. below will apply if an 810 will not be used.

B. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL and one (1) copy to the vendor. Any changes must be made on the face of the invoice. Attachments to the invoice are not acceptable.

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

1. Contract number;
2. Call or Delivery Order Number;
3. Purchase Order Number;
4. Department of Defense Activity Address Code (DODAAC);
5. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
6. Item Nomenclature;
7. Clearly identified and annotated changes on all copies;
8. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

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

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

E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$10.785 must be rounded up to \$10.79.

III. PAYMENTS

A. DFAS Columbus is the payment office for this acquisition.

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

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

IV. ADMINISTRATION

A. Administration of the contract will be performed by the DSCP Prime Vendor Office in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

C. Any changes to the contract must be approved by the DSCP Contracting Officer.

D. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to **Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment"**.

V. CONTRACTING OFFICER'S REPRESENTATIVE FOR OVERSEAS CUSTOMERS

The Contracting Officer may elect to assign a Contracting Officer's Representative (COR) at each location to perform on-site administrative duties in relation to the resultant contracts. The COR's will be named after the contract(s) have been awarded if the decision is made to assign one.

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 10%, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food item requirements from the successful Prime Vendor(s). Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract(s). To a large extent, the decision to continue ordering will be based on the performance of the Prime Vendor(s).

II. MANAGEMENT REPORTS

The contractor shall provide the following reports to the DSCP Contracting Officer on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than one (1) week following the end of the monthly reporting period.

A. *Descending Dollar Value Report* - Sorted by DSCP Stock Number, line item, pack or size, brand description, quantity, and total dollar value of units shipped. If possible, dollar amounts should be subtotaled by product category and totaled overall. This report shall be submitted by individual customer accounts and also by the total customer base in each zone.

B. *Small Business Subcontracting Report* - This report should list all products, names of the manufacturer/supplier, quantities, and dollar values of the items purchased and should be sorted by the applicable business size category of the manufacturer/supplier. Categories must be labeled as follows: Large Businesses, Small Businesses, Small Disadvantaged Businesses, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH) Firms, Women-Owned Small Businesses and Women-Owned Small Disadvantaged Businesses. NIB/NISH Firms are not to be categorized under Small Disadvantaged Businesses as they are non-profit organizations and should be considered their own separate category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, historically Black Colleges

or Universities and Minority Institutions. Dollar amounts should be subtotaled by category and totaled overall. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. A sample summary sheet outline is attached to this solicitation for guidance.

C. Fill Rate Report - The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Misspicks and damaged cases should not be included in this calculation; however, the firm must include a list of Product Line Items Rejected and Product Line Items Not-in-Stock. This report should reflect the fill rates with and without substitutions. The report should specify fill rates per customer and the overall average fill rate for all customers under the contract for the month being reported.

D. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies and complaints from the ordering activities and their respective resolutions.

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

F. NAPA Report - This report should summarize the savings passed along to customers in the form of deviated allowances realized as a result of utilizing the NAPAs. List each customer, the NAPA amount, the manufacturer/broker name and quantity ordered. NAPA figures and totals should be listed per customer, per contract and per manufacturer. (NOTE: Two (2) copies of this report must be submitted each month – one to the NAPA Program Manager, Marty Lieb, and one to the Contracting Officer.)

G. Food Show Rebates – This report should show a detailed break out of all savings received at the Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. This report should be received by the Contracting Officer no later than two weeks after the end of the special pricing period. List each customer, the Food Show savings amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

H. Financial Status Report – In order to ensure timely payments, it is requested that a summarized accounts receivable and/or a "Days of Outstanding

Sales" report be submitted on a monthly basis. The report should be categorized by time periods and sorted by customer, i.e. the SPVI/STORES Access Code.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the National or Local Stock Number, the contractor's part number, a brief description of the item, and the brand of the product for each item.

IV. TRANSITION PERIOD / IMPLEMENTATION PLAN

A. All offeror's are required to submit a Transition Plan that outlines the steps to be taken to ensure a smooth transition from one Prime Vendor contract to another. This plan should be submitted within thirty (30) days after date of award in order to implement a fully functional distribution account for all customers covered by this solicitation. This schedule should be forwarded to the Contracting Officer upon completion and must include timeframes that will allow for a successful transition by April 1999.

B. Incumbent Prime Vendors must submit an inventory listing of equipment in the customers' facilities, as well as a plan to transition to a new prime vendor, should the incumbent not be successful in obtaining the new contract(s).

C. All other firms must outline what steps will be taken to successfully transition customers from another Prime Vendor to its own contract.

V. CUSTOMER SUPPORT

A. The Prime Vendor shall provide at least one (1) full time customer service representative to maintain continuous contact with all of the ordering activities. The name of the representative, phone number, beeper number, email address, and any other method of communicating with the representative, shall be furnished to each customer after award.

B. It is strongly preferred that a toll free number be provided to the customers.

VI. DLA MENTORING BUSINESS AGREEMENT (MBA)

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business (SB), small disadvantaged business (SDB) and women-owned small business (WOSB) concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for small business concerns and JWOD entities in a best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and an SB/SDB/WOSB or JWOD workshop that will participate in carrying out the requirements of the prime contract. *The opportunities must constitute real business growth which is measurable and meaningful.*

C. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1. Name, address, and plant location for contract holder and potential SB/SDB/WOSB or JWOD participant(s).
2. Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
3. The number of people employed by the SB/SDB/WOSB concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

D. Agreement Type

1. Describe the type of agreement executed by the contract holder and the SB/SDB/WOSB or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans which identify new business ventures rather than expansion of existing agreements are preferred.*

2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

E. Measurements and Reporting

1. Provide milestones for program implementation.

2. Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
- b. An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.

3. Mentors will be required to submit periodic progress reports on their agreements.

CLAUSES

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 1998)

(a) *Standard Industrial Classification (SIC) Code and Small Business Size Standard.* The SIC 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.

(f) Late Offers.

Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(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) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the:

General Services Administration
Federal Supply Service Bureau
Specifications Section, Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
((202) 619-8925).

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

Standardization Documents Desk
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
(Telephone (215) 697-2569).

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

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(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.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 (APR 1998)

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

1. Paragraph (a). Delete all references to the "SIC Code".

2. Paragraph (b) *Submission of offers.*
 - a. 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.
 - . Faxed offers are authorized for this solicitation.

 - b. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

c. Add the following paragraph (12):

(12) ***Proposal Preparation***

(i) Two (2) different techniques shall be utilized when submitting your proposal - an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in the "**Instructions, Conditions and Notices to Offerors**". The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>SUGGESTED TIME LIMIT</u>
I	Technical (Oral)	N/A	3 Hours
I	Technical (Written)	5*	N/A
II	Business	2	N/A

* Includes 5 copies of the Briefing Charts

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

(iii) Volume I, Technical Proposal

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information requested in any of the technical factors as identified in the solicitation section entitled **Submission Requirements** may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, subfactor, element or subelement.

(B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled **Technical Proposal Evaluation Criteria** to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the technical proposal must provide, as a minimum, the information requested in the section entitled **Submission Requirements**.

(iv) Volume II, Business Proposal

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

(B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

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

(vi) A **SIGNED** and **COMPLETED SOLICITATION** must accompany the technical and business proposals **in its entirety**, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Guidelines for Subsistence Prime Vendor" for future reference.

3. Paragraph (c) *Period for acceptance of offers.*

Period of acceptance is 120 days.

4. Paragraph (e) *Multiple offers.*

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

5. Paragraph (h) *Multiple awards.*

The Government intends to make one award per zone.

Offers may be submitted for quantities less than those specified.

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

a. In paragraph (i)(1), change line four of the address read: 470 E. L'Enfant Plaza, SW.

b. In paragraph (i)(2), delete the address for obtaining DODISS and documents listed in it, in its entirety and substitute the following:

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

c. In paragraph (i)(2)(ii) change the telephone number, to use in obtaining individual documents from the Telespecs ordering system, to read: (215) 697-2667/2179/0158.

52.212-2	EVALUATION--COMMERCIAL ITEMS	(OCT 1997)
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(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:

1. Corporate Experience/Past Performance
2. Distribution System/Capability
3. Quality Assurance
4. Socioeconomic Considerations/DLA MBA Program

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.

ADDENDUM TO 52.212-2

Clause 52.212-2 "Evaluation - Commercial Items", which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

However, when proposals become equal in technical merit, the evaluated cost or price becomes more important. As technical merit and the evaluated cost or

price become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

- (1) Small Disadvantaged Business Concerns;
- (2) Small Business Concerns which are also Women Owned Small Business concerns;
- (3) Other Small Business Concerns;
- (4) Other Concerns which are Women Owned Business Concerns

2. Add paragraph (d) as follows:

(d) **Source Selection and Evaluation Procedures**

(1) Summary.

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below. The Contracting Officer will make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Proposal Revisions and Final Proposal Revisions (formerly known as BAFO's) resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (b)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process - Offerors are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled **Submission Requirements**. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No communications will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4. The Government will evaluate the successful offeror's proposal to determine cost or price realism. Cost or price realism will

demonstrate an offeror's understanding of the requirements of the solicitation. Included in this process is the evaluation of options. An offeror's option prices will be included in the evaluation by being added to the total price of the base term. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process.

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Technical Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (JAN 1997) (DEVIATION)**

(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 standard industrial classification code designated.

"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.

"Small disadvantaged business concern" means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an

economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern-

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

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

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

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

(1) *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 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.
-

(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 _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.*

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

(2) *Small disadvantaged business concern.*

The offeror represents that it is, is not a small disadvantaged business concern.

(3) *Women-owned small business concern.*

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

NOTE: *Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).*

(4) *Women-owned business concern.*

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

(5) *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:

(6) *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

(d) *Certifications and 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 either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; 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.

**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC**

(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--Trade Agreements--Balance of Payments Program Certificate*. (The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) *Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, 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 are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS
(APR 1998)

(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's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) *Excusable Delays.*

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

(g) *Invoice.*

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

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

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent Indemnity.*

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

(i) *Payment.*

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of Loss.*

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

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

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

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

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

(s) *Order of Precedence.*

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

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS (APR 1998)
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The following paragraphs of 52.212-4 are hereby amended to read as follows:

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 and/or his/her designated representative."

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

(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 consisting of two (2) components: delivered price and distribution price. This price shall not extend more than two (2) places past the decimal point. For variable weight items, the prices must be

rounded to two (2) places past the decimal in accordance with standard rounding procedures, e.g. a unit price of \$1.435 should be rounded up to \$1.44, while a unit price of \$1.433 should be rounded down to \$1.43.

(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 (from the Prime Vendor's facility to the port), and any other expenses.

(2) **Effective Period of Prices.** The offeror warrants that the unit prices in effect **at the time of order** for CONUS customers and in effect **at the time of delivery** for Overseas customers will be honored for a period of one (1) week. If delivery is not requested until after this timeframe, pricing for CONUS customers will be based on prices in effect at the time of delivery. 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 should preferably 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 item or 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. Accordingly, the unit price shall be increased or decreased (if such adjustment is appropriate); effective every Monday (hereinafter referred to as the authorized adjustment day). In order for an adjustment to be

applicable on the upcoming adjustment day, requests must be received no later than 1:30 p.m., Philadelphia time, on the Friday preceding the authorized adjustment day. In the event that a holiday, either local or federal, falls on this Friday, then requests should be submitted no later than 1:30 p.m., Philadelphia time, on the Thursday preceding the authorized adjustment day. All price changes are to be submitted to DSCP via an 832 catalog transaction set.

(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 relating to specific delivery orders. (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. A list of NAPA holders is attached to this solicitation.

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

5. Paragraph (u), *Interorganizational Transfers*, is added as follows:

“(u) *Interorganizational Transfers*.

For purposes of determining the delivered price of an item delivered under this contract, allowances for materials, supplies and services that are sold or transferred between any divisions, subdivisions, or affiliates of the contractor under a common control shall be on the basis of the cost incurred by the transferring entity. When materials or supplies are purchased specifically for the contract, only the actual purchase cost of these materials should be charged to the contract. When the end item is manufactured by the contractor, the cost charged to the contract shall include the cost of the raw materials, manufacturing supplies and other manufacturing costs generally included in pricing commercial items.

If the contractor has an established centralized procurement function, all actual costs associated with the operation of this function may be added to the invoice prices when the product is transferred to the affiliated organization.

Notwithstanding the above, allowances may be at price when it is an established practice of the offeror/contractor to transfer product to its affiliated organizations at other than actual cost, by use of a catalog, competition or some other standard pricing mechanism, that transfer price can be used as the invoice price of the item as long as all affiliated organizations were charged the same price for that item.

If the catalog or standard price at which the item is being transferred includes profit to the transferring organization, that profit must be disclosed to the Contracting Officer. The Contracting Officer and the offeror/contractor will agree to a procedure for this disclosure. If no disclosure is made, then profit may not be included in the price charged to the Government for the item.

Nothing in the above shall be construed as abridging the Contracting Officer's right to determine a price unreasonable, or to imply Contracting Officer approval of the practice or the profit.

A. Freight Costs

The following requirements must be met before freight costs can be charged to the Government as part of the delivered price of the product:

1. Only actual costs paid by the contractor or any of its affiliated organizations may be included as part of the delivered price. The offeror/contractor or any of its affiliated organizations may not allocate freight costs to any product which would result in the Government paying more than the actual cost paid by the offeror/contractor or any of its affiliated organizations for the transportation of that product.

2. When the goods are procured from a non-affiliated organization on a FOB destination basis, the freight cost as set forth on the invoice can be included in the delivered price. If the costs of the goods include freight, then no additional freight charge can be made.

3. When the goods are procured from a non-affiliated organization on an FOB Origin basis, only the actual cost to the contractor or any of its affiliated organizations of transporting the product to the contractor's facility can be included as part of the delivered price.

4. If the offeror/contractor deviates from the above, full disclosure must be made to the Contracting Officer who will determine if an exemption from these requirements will be granted. Exemptions will only be granted when

the Contracting Officer determines that the exemption is in the best interest of the Government.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 1998)**

(a) The Contractor agrees to 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); and
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) 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) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) Reserved.
 - (3) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
 - (4) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
 - (5) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
 - (6) **52.222-26**, Equal Opportunity (E.O. 11246).
 - (7) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - (8) **52.222-36**, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - (9) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- Paragraphs (10) through (12) are not applicable and have been deleted.*
- (13) **52.225-18**, European Union Sanction for End Products (E.O. 12849).

___ (14) **52.225-19**, European Union Sanction for Services (E.O. 12849).

Paragraph (15) is not applicable and has been deleted.

___ (16) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)

X (17) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to 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.).

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

The Contractor agrees to 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**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 1998) DFARS
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(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS 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 (10 U.S.C. 2416).
- 252.206-7000** Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7001** Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7002** Notice of Small Disadvantaged Business Set-Aside (Alternate I) (15 U.S.C. 644) (Suspended: DAC 91-10)
- 252.219-7003** Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- 252.219-7005** Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, (*Insert _____percent in paragraph (a)*) (Alternate I) (*Insert _____percent in paragraph (a) and _____ percent in paragraph (b)*) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7006** Notice of Evaluation Preference for Small Disadvantaged Business Concerns (Alternate I)(15 U.S.C. 644).
- 252.225-7001** Buy American Act and Balance of Payments Program 41 U.S.C. 10a-10d, E.O. 10582) (NOTE: Pursuant to DFARS 212.504(a)(xxiii) and (xxiv), add the following at the end of paragraph(a)(5): "(iii) Commercial items or end products, as defined in FAR 2.101, purchased by the contractor from subcontractors, contractors or suppliers shall be considered domestic.")
- 252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (Alternate I) (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.
- 252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021** Trade Agreements (Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (____ Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002** Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7024** Notification of Transportation of Supplies by Sea (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, the contractor shall include the terms of the following clause, 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 (10 U.S.C. 2241 note).

52.212-9000 MANDATORY PROVISIONS--COMMERCIAL ITEMS (JUN 1997) - DLAD

The following DLAD provision applies:

52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

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

level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
 CERTIFICATE (DEC 1991) 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 clause, 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**.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION
(MAR 1998) 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://ccr.edi.disa.mil>.

=NOTICE=

In order to continue doing business with any DoD Agency, regardless of whether it is via EC/EDI or not, you must be registered in the DoD Central Contractor Registration (CCR) Database. If contractors are not able to register electronically, you may also register through your VAN (Value Added Network) provider, with support from the Electronic Commerce Resource Centers (ECRC's) listed below, or with support from the Procurement Technical Assistance Centers (PTAC's). Offerors should forward CCR applications to the following applicable address:

If the company name begins with the letter A through K, mail/fax application to:

CCR Registration Assistance Center (CTC)
Palestine ECRC
2000 South Loop 256, Suite 11
Palestine, TX 75801
(903) 729-5570
FAX (903) 729-7988

If the company name begins with the letter L through Z, mail/fax application to:

CCR Registration Assistance Center (CTC)
Johnstown ECRC
1450 Scalp Avenue
Johnstown, PA 15904
(814) 262-2325
FAX (814) 262-2326

For assistance, call 1-888-CCR-2423.

For contractors that only want to renew the CCR registration, the web site is:

<http://ccr.edi.disa.mil>

**52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY
(MAR 1996)**

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA). The General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
703-998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
703-560-6800

**52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR
SUSPENDED SUBCONTRACTORS, SUPPLIERS, OR
INDIVIDUALS (JAN 1992) DSCP**

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

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

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

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

Name and Address of Contractor(s)

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

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

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

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

Name and Title of Suspended or Debarred Individual(s):	Organization: (if other than offeror)	Describe association/relationship: (e.g. employee, consultant)

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

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

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies.

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

52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (**52.215-6**) information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the places(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the Contracting Officer's written approval.

(c) Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] **intends**, [] **does not intend** (check applicable block) to use one or more plants or facilities located at a different address from the

address of the offeror or respondent as indicated in this proposal or response to request information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, city,
county, state, zip code)

Name and Address of Owner
and operator of the plant or
facility if other than offeror
or respondent)

NOTE: If using one or more plants or facilities as indicated, offeror shall provide the business size status for each plant location to be used in the performance of a contract resulting from this solicitation.

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

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

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

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

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

(iv) Specify what type of performance data you will accumulate and provide to the Contracting officer regarding your support of small, small disadvantaged, and women-owned small businesses during the period of

contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION
(OCT 1996) DLAD

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

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

52.215-9P09 PREPROPOSAL CONFERENCE (JAN 1992) DSCP

(a) A preproposal conference will be held to explain and clarify the requirements of the solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Call the **Contracting Officer, Pat Amendolia, at 215-737-4469 (e-mail: pamendolia@dscp.dla.mil)** or the **Contract Specialist, Kathy Morris, at 215-737-7518 (e-mail: kmorris@dscp.dla.mil)**. Both can be reached at fax numbers 215-737-3332 or 8060.

(b) Prospective offerors are required to submit questions in writing at least three (3) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference. However, offerors will be asked to confirm verbal questions in

writing. Responses to questions will be incorporated in an amendment to the solicitation.

(c) The Government will not be liable for expenses incurred prior to contract award.

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

(e) The conference will be held at:

LOCATION: Defense Supply Center Philadelphia
Philadelphia, PA

DATE: September 17, 1998

TIME: 9:00 a.m.

(f) Cut-off date for receipt of questions is: September 11, 1998

(g) If planning to attend this conference, please submit the following information:

- (1) Name of firm
- (2) Name and title of representative(s) who will attend
- (3) Address of firm
- (4) Phone and fax numbers
- (5) Size of business

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

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e. the Commissary Ordering Officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocur the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the

contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular procurement actions. Administration of the terms and conditions as set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.217-9P12 **OPTION FOR INDEFINITE-DELIVERY, INDEFINITE QUANTITY CONTRACT TERM EXTENSION (JAN 1992) DSCP**

- (a) Acceptance of the option provision(s)/clause(s) contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and will result in rejection of the offeror's entire bid/proposal.
- (b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.
- (c) The contracting officer may extend the term of this contract for four (4) additional one-year periods by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.
- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP **Clause 52.217-9P16**,

Effective Period of Contract -- Indefinite Delivery, Indefinite Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

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

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost for pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.

(2) Prior to the award of any contract that will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.

52.217-9P13 **EVALUATION OF OPTIONS -- SOURCE SELECTION
FOR AN INDEFINITE-DELIVERY, INDEFINITE-
QUANTITY CONTRACT (JAN 1992) DSCP**

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

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

52.217-9P16 **EFFECTIVE PERIOD OF CONTRACT - INDEFINITE**
DELIVERY CONTRACT (JAN 1992) DSCP

The effective period of the contract is from the placement of the first significant order (approximately April 16, 1999), excluding test orders, through one year thereafter. This includes manual orders and/or contractor's commercial ordering system orders that may be necessary until the Government's ordering system, i.e. STORES/SPVI+ is operational.

52.219-9002 **DLA MENTORING BUSINESS AGREEMENTS (MBA)**
PROGRAM (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged businesses, and women-owned small businesses are afforded the opportunity, through the offeror's provision of developmental assistance in its capacity as prime contractor, to participate in the DLA procurement process. The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act qualified nonprofit agency. In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or, potentially, admission in its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist, such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business

specialists (from the buying activity and/or the Defense Contract Management Command) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA)
PERFORMANCE (DEC 1997) DLAD

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

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

52.225-9P08 PREFERENCE FOR CERTAIN DOMESTIC
COMMODITIES (NOV 1996)

(a) The contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico -

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;
(6) Spun silk yarn for cartridge cloth;
(7) Synthetic fabric, and coated synthetic fabric;
(8) Canvas products;
(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply -

(1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico; or

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement.

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) **Method of payment.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) **Mandatory submission of Contractor's EFT information.**

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) **Contractor's EFT information.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) **Required EFT information.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

- (1) The contract number to which this notice applies.
- (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) For ACH payments only:
 - (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
- (5) For Federal Reserve Wire Transfer System payments only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.
 - (ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provision of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor -provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor's account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

52.232-9P07 **AVAILABILITY OF FUNDING ON DEFENSE BUSINESS**
OPERATING FUND (DBOF) ACQUISITIONS (JAN
1992) DSCP

Offerors are cautioned that this acquisition currently has not been funded for contract award, or if funds are currently available, they may be reallocated prior to award due to budgetary constraints. Although a requirement exists, award need not be made unless and until funding is available.

52.246-9P29 **ADMINISTRATIVE COST TO THE GOVERNMENT IN**
PROCESSING CONTRACT MODIFICATIONS (JAN
1992) DSCP

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

52.246-9P31 **SANITARY CONDITIONS (JAN 1998) DSCP**

(a) Food Establishments.

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

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

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

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

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

(iv) Fish and Fishery Products from establishments listed in the "Approved List - Sanitary Inspected Fish Establishments", published by the USDC, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

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

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

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

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to

inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

- (i) Fruits, Vegetables and Juices thereof.
- (ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).
- (iii) Food Oils and Fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).
- (iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to Armed Forces procurement agencies for commissary store resale.

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

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

(b) Delivery Conveyances.

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

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

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

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

(b) The Government shall have six (6) months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

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

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

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

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

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

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

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

(b) The Contractor shall --

(1) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

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

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

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

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

The following clause is added by reference:

**52.226-1 Utilization of Indian Organizations and Indian-Owned
Economic Enterprises (Sep 1996)**

**INSTRUCTIONS, CONDITIONS AND NOTICES
TO OFFERORS**

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

Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "***Evaluation Factors for Award***" section of this solicitation. Technical factors listed in this solicitation are considered to be significantly more important than price (business) factors. The offeror must demonstrate its capability to support the customers' requirements in the most efficient, cost effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair and Poor.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important evaluation information.

The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract, except that the Government reserves the right to incorporate into the resultant contracts those elements of an offeror's technical proposal that exceed its requirements. The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes; however, it is expected that these prices will not change dramatically for orders placed early in the contract, unless documented market conditions arise.

Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The Government reserves the right to verify any information presented in the technical and business proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

ORAL PRESENTATIONS & SITE VISITS

A. What is an "Oral Presentation"?

An Oral Presentation is a technique that provides offerors with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The Oral Presentation is not a mere restatement or replication of written proposal information, but is in lieu of it. The purpose of using the Oral Presentation technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means. One of the benefits of Oral Presentations is that it permits the technical evaluators to receive information as to the capability of the offeror directly from key members of the firm that will actually be participating in the performance of the work. The Oral Presentation should demonstrate the offeror's understanding of the work to be performed and describe how the work will be performed.

B. What is a "Site Visit"?

The purpose of a site visit is to view the offeror's facility(ies) and operations to verify what is presented in the Technical Proposal (Oral Presentation plus the written technical proposal).

C. Instructions for Oral Presentations

1. The majority of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via an Oral Presentation. The Oral Presentations will be conducted at the Defense Supply Center Philadelphia (DSCP). It is anticipated that they will begin approximately ten (10) working days after the solicitation closes.

2. The Oral Presentation is to be made only by key members of the offeror's company (including any partner(s)) who will be directly involved in the successful performance of the resultant contract(s). **The names and titles of the presenters must be included in the written proposal.**

3. All Oral Presentations will be recorded on a VHS-format videotape. A copy of the videotape will be made available to the offeror, if requested. It should be noted that the awardee's oral presentation videotape may be used for future training sessions. Offerors will be allotted no more than three (3) hours to present information, as specified below, on the following technical factors:

- a. Corporate Experience/Past Performance
- b. Distribution System/Capability
- c. Quality Assurance
- d. Socioeconomic Considerations/DLA Mentoring Business Agreement

4. The order in which Oral Presentations occur will be randomly selected, by lottery. Within five (5) days after the receipt of proposals, offerors will be notified of the date on which presentations are to be conducted. Offerors are requested to indicate in the written technical proposal what days would not be convenient for an Oral Presentation. All attempts will be made to accommodate such conflicts in scheduling. Once the date for the Oral Presentation is set, requests for changes to the date will not be entertained. The Oral Presentation dates will be scheduled for the weeks following the receipt of proposals; however, they may not be scheduled for consecutive days. It is anticipated that this process will take approximately three (3) weeks. Oral Presentations are not subject to FAR **52.212-1 "Late Offers"**.

5. The Briefing Charts to be used during the Oral Presentation will become part of the official record and ***must be submitted by the date and time specified for the receipt of proposals***. Briefing Charts received after this date and time are subject to the provisions of FAR **52.212-1**. If Briefing Charts are not submitted by the date and time specified for closing, then the firm waives its right to use any charts during its Oral Presentation. **No handouts will be accepted during the Oral Presentation.** **The briefing charts may not be altered between the time of closing and the Oral Presentation.** Any changes to any briefing chart may result in a score of "Poor" for the factor to which the chart applied.

6. Offerors are reminded that they should not develop overly elaborate Oral Presentations, and written technical proposals, including briefing charts.

7. No pricing information shall be included in the Oral Presentation.

8. The offeror shall use the Oral Presentation as a means to communicate its understanding, approach, and experience in accomplishing requirements similar to those stated in the solicitation.

9. Oral Presentations will begin approximately at 9:00 a.m. and end no later than 12:15 p.m. There will be a fifteen-minute break after the first one hour and thirty minutes of the presentation. If the offeror has not already completed its presentation after two hours and forty-five minutes, a fifteen-minute warning will be given. At the end of the three (3) hours, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts which have not been presented within the three (3) hour presentation **will not be considered** as part of the proposal and will not be evaluated. **NOTE:** Only one (1) Oral Presentation per submission will be allowed. If there is any type of partnership or joint venture, or if a firm is representing more than one offeror, then the three (3) hour time limit will apply to all firms, combined. Also, if one firm is offering on both zones, the three hour time limit still applies.

10. The representatives from DSCP and other activities who comprise the Technical Evaluation Panel (TEP) **will not** ask any questions of the offeror during the Oral Presentation, nor will any questions from the presenters be allowed. All questions for the offeror will be held until the Question and Answer Session. However, a presenter may be asked to repeat a statement that he/she made for clarification purposes.

11. After completion of the Oral Presentation, we will break for lunch. All parties will then reconvene for the Question and Answer Session. The Government may request clarification of any of the points addressed that were unclear and may ask for elaboration by the offeror on any point that was not adequately supported in the presentation. The Question and Answer Session will also be videotaped. The offeror will not be permitted to ask questions of the Government, other than to elicit a better understanding of a question that was posed to them.

12. In accordance with FAR 15.306(b)(2) and (3), Communications will be conducted during the Oral Presentation and the Question and Answer Session. DSCP reserves the right to award without Discussions.

13. DSCP will make available for the Oral Presentations an overhead projector, screen, monitor, and VCR. Any additional audiovisual equipment that is required is the responsibility of the presenters. The offerors shall indicate in its proposal what equipment is needed for its oral presentation.

14. If technical difficulties are encountered during the taping of the Oral Presentation, or if it is discovered subsequent to the Presentation that a technical difficulty occurred, the affected offeror(s) will be notified. However, the Government reserves the right to view the remaining videotapes during the evaluation process.

15. If the offeror fails to indicate in its offer the names of those people who will be present at the Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

16. Any portion of the Technical Proposal that has been submitted in writing, but not listed in paragraph C. below as being required in writing, must still be addressed in the Oral Presentation. Information pertaining to the technical proposal that is received in writing, but not required to be submitted in writing, will not be evaluated unless it is orally presented.

17. DSCP reserves the right to request all, or parts that were not initially requested, of the offeror's Technical Proposal in writing. Offerors will be given additional time to prepare the written document.

C. The following information must be submitted in writing:

1. SF 1449, with original signature;
2. Certifications and Representations (All clauses that require a response must be returned.);
3. List of references and contracts referenced in Section I., B. 1. & 2., a.- i., of the Corporate Experience/Past Performance Evaluation Factor;
4. Copies of awards or certifications referenced in Section I., B. 4., of the Corporate Experience/Past Performance Evaluation Factor;
5. Information relating to a firm's policies regarding broken cases and required minimum amount/velocity to add product to inventory referenced in Section II., A. 2., and Section II., A. 6., of the Distribution System/Capability Evaluation Factor;
6. Fees associated with add-ons and cancellations referenced in Section II., C. 4., of the Distribution System/Capability Evaluation

Factor;

7. List of location(s) that will serve as the primary distribution point(s), and back-up facility, if applicable, referenced in Section II., E. 3., of the Distribution System/Capability Evaluation Factor;
8. Readiness Plan referenced in Section II., F. 3., of the Distribution System/Capability Evaluation Factor;
9. Sanitary Inspection Reports referenced in Section III., B. 3., of the Quality Assurance Evaluation Factor;
10. Technical Descriptions referenced in Section III., F., of the Quality Assurance Evaluation Factor;
11. Your firm's DLA Mentoring Business Agreement (MBA) Program Proposal and any signed DLA MBAs which are currently in place referenced in Section IV., C., of the Socioeconomic Considerations/ DLA MBA Program Evaluation Factor;
12. Subcontracting Plan (if applicable);
13. Briefing Charts; and
14. Name(s) of presenter(s) in attendance during the Oral Presentation.

SUBMISSION REQUIREMENTS
Technical Proposal - Volume I

NOTE: An asterisk (*) denotes that information which **must be submitted in writing** as part of the Written Technical Proposal.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

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

A. Corporate Experience

Discuss the extent of your firm's experience similar to the proposed contract's requirements. Provide the following information:

1. The number of years performing in a prime vendor/regular dealer capacity.
2. Prime vendor/regular dealer sales dollar volume for the latest yearly reporting period.
3. The total number of customers currently serviced under a prime vendor/regular dealer arrangement.
4. The average total number of prime vendor/regular dealer orders processed in a week based on the latest yearly reporting period.
5. Provide an organizational/management chart of the firm(s) that will actually provide the required services. Identify key personnel who are responsible for the day to day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts unless the people listed will be directly involved in the proposed contract.

B. Past Performance

1. Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years. Include any problems that may have been encountered during the performance of the respective contract and the steps take to resolve them. The offeror should submit information regarding its socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Specify which contract you consider to be most successful and explain why. Address the following information for each of the five (5) contracts and specify whether the contract was that of the offering entity or another entity, such as a team member:

- *a. Annual dollar value;
- *b. Fill rate;
- *c. Delivery frequency;
- *d. Length of time the account has been serviced;
- *e. Point of contact and phone number;
- *f. Socioeconomic and Mentoring Performance;

(The following apply if Government contracts are referenced):

- *g. Contracting Agency;
- *h. Contract Number; and
- *i. Contracting Officer and phone number.

2. Provide information on any federal Government contracts held in the last five (5) years. Include any problems that may have been encountered during the performance of the respective contract and the steps take to resolve them. The offeror should submit information regarding its socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Address the following information for each contract (NOTE: If you referenced a Government contract in response to paragraph 1. above, you must reiterate this information):

- *a. Annual dollar value;
- *b. Fill rate, listed monthly for the most recent 12 month period of the contract;
- *c. Delivery frequency;
- *d. Length of time the account has been serviced;
- *e. Problems and Resolutions;
- *f. Socioeconomic and Mentoring Performance;
- *g. Contracting Agency;

*h. Contract Number; and

*i. Contracting Officer and phone number.

3. Specify if your firm has experience with export shipments. Outline your plans, or procedures already in place, to ensure that all seavan shipments conform to the requirements of the solicitation.

*4. Furnish a copy of any awards or certifications received that are indicative of your firm's and/or your partner's, commitment to providing a high level of service.

II. DISTRIBUTION SYSTEM/CAPABILITY

A. Product Availability

1. The customers listed in this solicitation use various catalogs as a reference point for their ordering choices. The Federal Supply Catalog Stock List, C8900-SL, Stock List, FSC Group 89, Subsistence, (less Part II, Ration Components and Part III, Medical "B" Rations, on pages 217 - 251, any item with an Advice Code of R, V, or Y and Part I - 8970, Composite Food Packages) dated January 1997, the Prime Vendor Local Stock Number Generic Catalog dated May 1998 and the National Allowance Pricing Agreement Prime Vendor Local Stock Number Catalog dated May 1998, are the primary catalogs used by the customers. The offeror must specify the number of items currently in stock, or that the firm plans to source, that are comparable in size, quality, and description to the items listed in the referenced catalogs. Indicate which items your firm would not be able to and/or do not intend to source. Discuss your firm's product mix, i.e. national name brand items vs. private label items. Also indicate how many dietary products, nutritional supplements, and individual portion items are carried in your inventory. NOTE: If you state that you will be able to supply all items listed in the catalogs, it is expected that any item not in your inventory at the time of award, but requested by a customer during the post award cataloging process, will be available for shipment at the time of first order.

*2. State the minimum case quantity/velocity that is required in order for your firm to add products requested by the customer to your normal inventory. A minimum of more than 20 cases per month is not acceptable.

3. The offeror must propose fill rates that demonstrate the capability to meet the proposed contract ordering and delivery requirements in a

timely manner. The proposed fill rates should be stated "with substitutions" and "without substitutions". Describe how you intend to meet these goals.

4. Describe the product accountability system utilized by your firm. Thoroughly discuss the procedures employed to ensure that orders are filled accurately and completely.

5. Specify the proposed hours of operation in order to meet the delivery requirements for each customer. Discuss how your firm will make the scheduled deliveries within the timeframes specified.

*6. Discuss your policy for breaking cases and indicate for which items this can be done.

7. Provide inventory turnover rate information, by category, for the last three (3) years. Do not include fresh fruits and vegetables in your calculations.

8. Describe how your firm's available capacity would sufficiently support the requirements and the quality service expected from this solicitation. Include, but do not limit your discussion to, space, warehouse, truck and resource availability.

9. Describe how only products that comply with the Berry Amendment will be shipped to the customers.

B. Ordering System

1. It is essential that the offeror's ordering system be able to interface with the Government's established translation package, STORES, and support the four (4) Electronic Data Interchange (EDI) transaction sets listed in this solicitation. State whether your firm is currently capable of interfacing with the Government's ordering system. If your firm is not currently capable of accepting orders via STORES, outline an implementation plan to become EDI capable. Prior to contract start-up, the Government may elect to test your firm's EDI capability by requesting the transmission of an 832 and/or 997 transaction set.

2. The offeror must describe its technical capability to establish the required interface with the Government via EDI.

3. Because not all customers listed under this solicitation have phone systems capable of making "toll-free" calls, the offeror must have access to the Internet. Discuss whether your firm has access, or its plans to obtain access, to the Internet.

4. Indicate any additional management reports that are not a required management report listed in the solicitation that your firm could supply and which may be of benefit to the Government. Indicate if your firm has the capability of transmitting management reports electronically.

5. Discuss how your firm will handle customers who may not have access to a SPVI+/STORES ordering system.

6. State whether your firm has the capability to transmit electronic invoices. The Government may require an 810 transmission test prior to start-up.

C. Customer Service Approach

1. Discuss routine customer support services that will be provided to all customers supported under this solicitation by your firm. Include any services that may add more value to the acquisition. Specify the number of customer service representatives to be assigned to the contract(s) and explain how they will ensure that all of the customers' needs are accommodated. Also indicate the number of sales visits planned and what services the sales representative will perform.

2. Describe the process of advising customers of manufacturer's backorders, not-in-stocks, and substitutions. Address how your firm will ensure that these situations will not occur frequently.

3. Indicate how the performance of your firm will be monitored internally. Specify what performance related aspects will be tracked and the frequency for each. Indicate what actions will be pursued in the face of real or anticipated delays.

*4. Detail how deviations from the electronic order, such as additions and cancellations, will be handled and the charges associated with such, if applicable.

5. Discuss your plans to handle emergency orders. Include not only how these orders will be handled, but **what** your firm considers to be an

emergency order. Also, indicate if there are any associated fees for emergency deliveries above the requirement of two emergency deliveries per month per customer at no additional charge.

6. Discuss the services offered by your firm to aid the customers in becoming more cost effective. Describe how these services will benefit the customer.

7. Discuss how your firm will load trucks in order to provide accurate and timely deliveries to each customer. Outline the training procedures in place to ensure continuity in deliveries when different drivers are utilized.

D. Rebate Policy/Discounts/Allowances

1. Address how rebates, discounts and allowances as a result of manufacturer's or broker's specials, excluding the NAPA Program or Food Shows, are to be returned to the Government. Describe the process for the tracking and reporting of rebates, discounts and allowances, method of return (i.e. lump-sum reimbursement, deviated pricing) and overall management of the program.

E. Location

1. Provide a logistics plan that addresses how the location of your warehouse will enable you to support the customers. Your location should allow for skip-day deliveries to CONUS customers and deliveries to the applicable ports in the timeframes specified. Firms that offer on both zones shall detail how the customers' requirements can be met considering the size of the distribution area.

2. Access routes, travel time and mileage from the distribution point(s) to each customer location or port of embarkation.

*3. Specify warehouse locations that will provide primary support to the customers. Locations that will only serve as a back-up facility should be designated as such.

F. Surge/Mobilization

1. Discuss in detail your ability to react to surge demands that may occur, or experience in supporting surge demands that may have occurred, as a result of an increase in troop strength. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the timeframes for the increased capacity to be achieved.

2. Describe your ability to respond to full scale military mobilization wherein consumption may double or triple for a protracted period of time during a period of national emergency or mobilization. The offeror must demonstrate its ability to handle a longer term requirement with a significant increase in quantity.

*3. The offeror must submit a Readiness Plan indicating how this increased requirement will be supported by additional suppliers, subcontractors, warehousing, etc. that may become involved in supporting this effort.

III. QUALITY ASSURANCE

A. Quality Control and Assurance Procedures

Describe the quality control procedures to be used under the proposed contract. Include a discussion on inventory control, identification and correction of discrepancies, resolution of customer complaints, and inventory rotation methods.

B. Inspection and Sanitation Procedures

1. The offeror must thoroughly discuss the inspection procedures employed to guarantee the movement of **quality products**. Include the frequency, type, and amount of inspection; product characteristics to be inspected; criteria for approving and rejecting product; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

2. Discuss procedures that will be used to insure that delivered orders will conform to the following:

- a. Contains the items ordered, in the correct quantity;
- b. Has the proper shelf life dating;
- c. Is free of damage; and
- d. Meets industry standards for product quality.

*3. Describe the Sanitary Control Procedures and Stored Products Pest Management Program utilized by your firm and your partner to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Attach copies of the most recent sanitary inspection reports for your

firm. If your offer is a partnership or a teaming effort, recent sanitary inspection reports must be submitted for all parties involved.

C. Supplier Selection Program

1. Address your firm's procedures and policies for selecting quality suppliers.

2. Discuss the processes utilized by your firm to purchase products of consistent high quality with minimal variation in product appearance, grade, yield, taste, texture, etc.

3. Describe the methods utilized by you to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

D. HACCP Plan

1. Vendors should indicate whether a HACCP Plan has been implemented at its facility and the FDA filing date of the Plan.

2. Describe the scope of the HACCP Plan and what is involved.

3. If a vendor has not implemented a HACCP Plan, outline the steps it will take to ensure compliance by the dates specified in the solicitation.

4. Indicate what plans your firm has to incorporate HACCP Plan requirements into the sourcing of items from subcontractors.

E. Recall Procedures

1. In addition to the required recall procedures outlined in the Addendum to **Clause 52.212-4 "Contract Terms and Conditions -- Commercial Items"**, thoroughly outline your procedures for notifying customers and DSCP of any recalls. Detail the timeframes involved and how recalled products will be identified, both at the customer's facility and in your warehouse.

2. Describe how recalls of differing types are handled.

*F. Technical Descriptions

1. **At the time of the initial submission** of the proposal, the offeror shall provide a set of product technical descriptions (specifications), for **all** of the "Market Basket" items identified in this solicitation, except if the requirement is to be filled by the use of a specific "Brand Name" for the term of the contract. In this case, the supplier's quote sheet listing the product's salient characteristics shall suffice in lieu of a technical description or specification.

2. The description must be of sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items.

IV. SOCIOECONOMIC CONSIDERATIONS/DLA MBA PROGRAM

A. SOCIOECONOMIC DEFINITIONS

1. "Small Business Concern" - a firm, including its affiliates, that 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 the number of employees, average annual receipts and other criteria as described by the Small Business Administration.

2. "Small Disadvantaged Business Concern" - a firm (1) that 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 their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "*economically disadvantaged*" means socially disadvantaged individuals whose ability to compete is impaired due to diminished capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for SBA Section 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence, is considered to be economically disadvantaged.

3. "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.

4. "Subcontract"- any agreement (other than one involving an employee-employer relationship) entered into by a Government prime contractor or subcontractor calling for supplies and/or services required for contract performance, contract modification or subcontracts.

B. SOCIOECONOMIC CONSIDERATIONS

1. Both large and small business offerors must indicate what portion of their proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns in term of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. **These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollars of products to be supplied under this contract will be provided by a SB or SDB manufacturer.** A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms and 5% from SDB firms.

2. The offeror shall describe the proposed extent of SB and SDB participation in the performance of the resultant contract(s). Subcontractor levels include product suppliers. In addition, the offeror shall state whether it is a large or small foodservice distributor. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/ corporation.

3. The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each zone.

	<u>DOLLARS</u>	<u>PERCENT</u>
1. Total Contract Price	_____	
2. Total to be Subcontracted:	_____	_____

- | | | |
|----------------------|--|--|
| a. To Large business | | |
| b. To Small business | | |
| 1) To SDB | | |
| 2) To WOSB | | |
| 3) To Other SB's | | |

NOTES: *When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent that may have supplied the product to the distributor.*

If the offeror is a small, small disadvantaged, or women-owned small business, the offeror may not include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition under this evaluation factor.

Offerors that are small businesses will receive additional credit under this factor for evaluation purposes.

Performance on prior contracts in subcontracting with, and assisting, small, small disadvantaged, and women-owned small businesses will be part of the Past Performance evaluation.

4. Organizational Efforts

a. The offeror shall describe the efforts it will make to ensure that SB, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.

b. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB and WOSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, and WOSB firms to compete for contracts or supplier selection.

c. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business

concerns. Included in this percentage range is an estimated total subcontracting allocation to small, small disadvantaged, and women-owned small business concerns.

d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

e. The offeror should demonstrate a knowledge of, and more preferably, a working relationship with, local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, and Women Owned Small Disadvantaged Business.

NOTE: Large business offerors are required to submit the small and small disadvantaged business subcontracting plan information as required by Clause 52.219-9 "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. This submission must contain separate Small, Small Disadvantaged, and Women-Owned Small Business subcontracting percentages and dollar levels for the base year, as well as the option periods.

C. DLA MENTORING BUSINESS AGREEMENT (MBA)

1. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business and women-owned small business concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

2. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns and JWOD entities in a best value, long term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a small, small disadvantaged, women-owned small business concern or JWOD workshop that will participate in carrying out the requirements of the prime contract. *The opportunities must constitute real business growth which is measurable and meaningful.*

3. An MBA shall be a written agreement between the prime contractor and the small, small disadvantaged, or women-owned small business involved. Mentors will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

a. Participants

Cite the criteria for selecting a firm with whom to mentor. In addition, include the following information with all submissions:

1) Name, address, and plant location for contract holder and potential small business, small disadvantaged business, women-owned small business or JWOD participant(s).

2) Point of contact, job title, phone number of all personnel involved in the development and oversight of any agreement from both parties.

3) The number of people employed by the small business, small disadvantaged business, or women-owned small business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

b. Agreement Type

1) Describe the type of agreement executed by the contract holder and the small business, small disadvantaged business, women-owned small business or the JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans which identify new business ventures rather than expansion of existing agreements are preferred.*

2) DLA MBA agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

3) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

- 1) Provide milestones for program implementation.
- 2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. projections of successful program measurements should result in:
 - a) An increase in the dollar value of subcontracts awarded to small business, small disadvantaged business, women-owned small business concerns and JWOD workshops under DLA contracts.
 - b) An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.
- 3) Mentors will be required to submit periodic progress reports on their agreements.

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

SUBMISSION REQUIREMENTS
Business Proposal - Volume II

I. PRICING

A. An evaluation will be made against items selected from the highest usage items provided by the customers supported under this solicitation. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The items will be weighted against the estimated yearly requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government.

B. Offerors are to submit the most current unit prices for each of these items. The unit price must be in a format that shows the delivered price and the distribution price as separate addends, and then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formatted as follows: $\$2.00 + .50 = \2.50 . *Please do not submit only the unit price; the two (2) elements of the unit price must be shown separately.*

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

D. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's requirement. However, firms should be aware of the fact that, for certain items, the customer prefers and will order, a Brand Name Item.

E. **All offered delivered prices must be substantiated with a copy of the manufacturer's invoice.** The invoices should reflect the price effective two (2) weeks prior to closing. If invoices are not available for that week, then the most recent invoices shall be submitted. If an invoice is not available because an item in the market basket is not currently stocked by your firm, a written price quote will be accepted if it is on the manufacturer's or company's letterhead and includes: the date, effective time period, quantity to which it pertains, manufacturer's part number and a point of contact and phone number.

F. **DO NOT deduct NAPA allowances from the delivered price.**

G. Indicate the size of the supplier (large or small) for each of the items listed in the Market Basket of Items. This information should be reflective of the actual suppliers that your firm currently uses.

H. Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:

ITEM	QTY	DISTRIBUTION PRICE CATEGORY	DELIVERED PRICE (DEP)	DISTRIBUTION PRICE (DIP)	UNIT PRICE	TOTAL (DIP/DEP)	DP AGG
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1. **Item** – item as listed in the Market Basket of Items
2. **Quantity** – quantity as listed in the Market Basket of Items
3. **Distribution Price Category** – description or category number of the applicable distribution price category
4. **Delivered Price** – the price paid to the supplier, as substantiated by manufacturer invoice. This price should not include NAPA pricing.
5. **Distribution Price** – self explanatory
6. **Unit Price** – Delivered Price plus Distribution Price
7. **Total** – the Quantity multiplied by the Unit Price
8. **DIP/DEP** -the Distribution Price divided by the Delivered Price
9. **DP AGG** – the Quantity multiplied by the Distribution Price

I. When preparing the spreadsheet, totals must appear at the bottom of the **TOTAL** column and the **DP AGG** column. Firms are encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3 1/2" disc with the complete spreadsheet on it. Remember to include the offeror's name on the top of the spreadsheet. A paper copy of the spreadsheet, for the base year and each option period, must also be submitted.

J. For evaluation purposes of the market basket of items, distribution prices shall correspond with the unit of issue for each product as stated in the market basket. For example, if the evaluated item has a unit of issue of "pound", your distribution price shall be on a "per pound" basis even if your firm sells that product by the case. Again, this is for evaluation purposes only.

K. Offerors must submit pricing for each option year in accordance with the above instructions. For purposes of this proposal, five (5) separate groups of information, using the headings as specified in paragraph H., should appear on the spreadsheet under the following headings: Base Term, Option Year 1, Option Year 2, Option Year 3 and Option Year 4. Remember to include any increases or decreases in distribution prices.

II. DISTRIBUTION PRICES

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

B. An offeror may submit its own food and beverage category listing on which distribution prices are based, or the sample list in this solicitation may be used. As previously stated, there is fifty (50) category limit.

C. Distribution prices shall be offered in the same unit of measure in which your firm sells the product. For example, if you sell an item by the "case", then the distribution price shall be "per case". Whereas, if you sell an item by the "pound", the distribution price shall be "per pound". Separate distribution prices for different units of measure in the same food category are allowable.

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

E. Because of systems' constraints, distribution prices may not extend beyond two (2) places to the right of the decimal point. For example, a distribution price of \$.2475 must be rounded up to \$.25. Standard rounding rules apply.

III. PRODUCT LISTING

The offeror shall submit two (2) copies of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

IV. MARKET BASKET OF ITEMS – Zones 1 & 2

Current prices and proposed distribution prices must be submitted for the following items **for the base year and each of the option periods**. Proposed delivered prices and distribution prices must be for the same unit of issue as that which is stated below. Remember to indicate the business size of your current supplier for each of the items listed. Distribution prices must reflect the offeror's proposed distribution prices for the applicable category.

MARKET BASKET OF ITEMS

ZONE 1

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
1. 8905-00-285-2075 <u>GROUND BEEF, BULK</u> FROZEN, 5.5 TO 7 LB (2.495 KG TO 3.175 KG) PER PG, 80% LEAN	LB	155,952
2. 8905-01-419-3218 <u>CHICKEN</u> FROZEN, 8 PIECE CUT, BROILER OR FRYER, READY-TO-COOK, W/ BACK, W/O NECK AND GIBLETS, US GRADE A, 3 TO 3-1/2 LB, (1.36 KG TO 1.588 KG), FOUR 10 LB (4.536 KG) BAGS PER CONTAINER	LB	173,350
3. 8905-01-039-8809 <u>HAM, FULLY COOKED, CANNED</u> CHILLED, PULLMAN-SHAPED, CURVED, W/ NATURAL JUICES, 12-1/2 LB NET WT, VACUUM PACKAGED, 4 CANS PER CASE	LB	89,820
4. 8905-00-133-5886 <u>BEEF ROUND, KNUCKLE, PEELED</u> FROZEN, US CHOICE GRADE OR HIGHER, MAX 10 LB (4.536 KG) EA, USDA IMPS/NAMPS ITEM No. 167 A AND/ OR 169	LB	92,456

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
5. 8905-00-262-7274 <u>TURKEY, BONELESS</u> FROZEN, RAW ROAST NETTED (W/ SKIN COVERING), W/ SALT, USDA ANNOUNCEMENT PY CURRENT EDITION, ROASTS (138130)	LB	70,760
6. 8905-01-056-9123 <u>BEEF RIB, RIBEYE, ROLL</u> FROZEN, US CHOICE GRADE OR HIGHER, 8 TO 12 LB, (198.45 G) EA, USDA IMPS/NAMPS ITEM No. 112	LB	26,897
7. 8905-00-582-4039 <u>SHRIMP, RAW, PEELED</u> DEVEINED, INDIVIDUALLY QUICK FROZEN, US GRADE A, 29 TO 31 PER LB, 50 CFR, PART 265, SUBPART A-U.S. STANDARDS FOR GRADES OF FRESH AND FROZEN SHRIMP, TYPE (3), STYLE (1), MARKET FORM (6)	LB	16,060
8. 8905-00-403-9592 <u>BACON, SLICED</u> FROZEN, CURED, SMOKED, SHINGLED, 18 TO 22 SLICES PER LB, VACUUM PACKAGED	LB	90,531
9. 8905-00-133-5889 <u>BEEF BRAISING STEAK, SWISS</u> FROZEN, FORMED, PORTION-CUT, NOT MECHANICALLY TENDERIZED, U.S. CHOICE GRADE OR HIGHER, 6 OZ (170.1 GM) EA, USDA IMPS/NAMPS ITEM No. 1102 FROM KNUCKLE, INSIDE ROUND, EYE OF ROUND, OR OUTSIDE ROUND	LB	46,850

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
10. 8910-00-656-0993 <u>CHEESE, AMERICAN,</u> <u>PROCESSED, SLICED</u> PASTEURIZED, INDIVIDUAL, SERVING SLICES, 3 TO 5 LB (1.361 KG TO 2.268 KG) PG	LB	66,980
11. 8905-01-034-7547 <u>BEEF LOIN, STRIP LOIN STEAK,</u> <u>BONELESS, CENTER-CUT</u> FROZEN, PORTION-CUT, WITH MAX ½ IN. TAIL, U.S. CHOICE GRADE OR HIGHER, 7 OZ (198.45 G) EA, 0.4 TO 1.0 IN. THICK, USDA IMPS/NAMPS ITEM No. 1180A, PSO #6	LB	14,707
12. 8905-00-960-2303 <u>SHRIMP, RAW, REGULAR BREADED</u> FROZEN, PREPARED FROM WHOLE, HEADLESS, PEELED FRESH - CHILLED OR FRESH - FROZEN SHRIMP, ROUND OR FANTAIL SPLIT (BUTTERFLY), W/ OR W/O TAIL FIN, BOX OR INDIVIDUALLY QUICK FROZEN, US GRADE A, 28 OR LESS PER LB, 50 CFR, PART 265, SUBPART B- U.S. STANDARDS FOR GRADES OF FROZEN BREADED SHRIMP, STYLE I, TYPE I OR II, SUBTYPE A, B OR C *PRICING IS TO BE FOR A RANGE OF 26 - 30 PER POUND.	LB	25,022
13. 8920-00-132-7782 <u>CEREAL, PREPARED, PACKAGE</u> <u>ASSORTMENT,</u> 70 OR 72 INDIVIDUAL SERVING SIZE PGS PER BOX (CASE)	BX	5,486

***FOR EVALUATION PURPOSES, STATE
WHAT VARIETY OF CEREALS ARE INCLUDED**

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
14. 8905-00-935-3268 <u>GROUND BEEF PATTIES,</u> FROZEN, ROUND, 80% LEAN, 3 OZ (85.05 G) EA	LB	71,070
15. 8905-01-342-8122 <u>PORK LOIN CHOPS, CENTER CUT, ONE</u> <u>MUSCLE, BONELESS</u> FROZEN, 5 OZ (141.75 G) EA, USDA IMPS/ NAMPS, ITEM No. 1412E	LB	30,080
16. 8905-01-369-4422 <u>CHICKEN BREAST</u> FROZEN, BROILER, FRYER, OR ROASTER, W/ RIB MEAT, SKINLESS, BONELESS, 4 TO 5 OZ (113.4 G TO 141.75 G) BREAST-HALF PORTION, READY-TO-COOK, US GRADE A	LB	35,200
17. 8905-00-164-6874 <u>SCALLOPS, RAW,</u> FROZEN, US GRADE A, NOT LESS THAN 20 NOR MORE THAN 40 COUNT PER POUND, 50 CFR, PART 266, SUBPART A - U.S. STANDARDS FOR GRADES OF FROZEN RAW SCALLOPS, STYLE I, TYPE 1	LB	1,460
18. 8905-00-267-1933 <u>LOBSTER TAIL, SPINY, RAW</u> FROZEN, SHALL BE PROCESSED FROM ONLY FRESH P. ARGUS OR P. INTERRUPTUS SPECIES OR ONLY FROZEN P. MARGINATUS SPECIES, 4 TO 10 OZ (113.4 G TO 283.5 G) EA	LB	5,520
19. 8905-00-582-1323 <u>BEEF LOIN, TENDERLOIN, FULL,</u> FROZEN, GRADED OR UNGRADED, 4 LB (1.814 KG) MIN WT, USDA IMPS, ITEM No. 189	LB	14,567

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
20. 8910-00-616-0038 BUTTER SALTED, US GRADE A, 1 LB(0.454 KG) PRINT OR 4 PRINTS OF ¼ LB (O. 113 KG) EA, 7 CFR 58.2621-.2635	LB	54,980
21. 8910-01-414-1567 CHEESE BLEND, PIZZA FROZEN, SHREDDED, 5 LB (2.268 KG) BAG	LB	40,755
22. 8905-00-753-6568 PORK LOIN, BONELESS, SPECIAL, WHEAT GLUTEN ADDED, TIED ROAST W/ LIP-ON, FROZEN, ENCLOSED IN A STRETCHABLE NETTING, 5 TO 10 LB (2.268 KG TO 4.536 KG), ITEM No. 413B, PSO #2	LB	42,831
23. 8905-01-034-7548 BEEF RIB, RIBEYE ROLL STEAK FROZEN, PORTION-CUT, US CHOICE GRADE OR HIGHER, 7 OZ (198.45 G) EA, USDA IMPS, ITEM No. 1112	LB	10,570
24. 8905-01-113-8489 CHICKEN FILLET, CHUNKED AND FORMED, BREADED, PRECOOKED ROUND OR OVAL SHAPE, INDIVIDUALLY QUICK FROZEN, 3 OZ (85.05 G) EA	LB	2,573
25. 8910-00-043-3198 EGGS, SHELL FRESH OR SHELL PROTECTED FRESH, MEDIUM OR LARGER, US CONSUMER GRADE A, 30 DOZEN PER SHIPPING CONTAINER, 7 CFR, PART 56 *PRICING SHOULD BE BASED ON MEDIUM-SIZE EGGS	DZ	4,035

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
26. 8910-01-037-9367 <u>CHEESE, CHEDDAR, NATURAL</u> SHREDDED, 5 LB (2.268 KG) POLYETHYLENE BAG, 21 CFR 133.113	LB	36,390
27. 8905-00-080-6007 <u>ROCK CORNISH HEN</u> FROZEN, WHOLE, READY-TO-COOK, US GRADE A, 20 TO 25 OZ (567 G TO 708.75 G)	LB	66,760
28. 8955-00-286-5369 <u>COFFEE, ROASTED</u> GROUND, UNIVERSAL GRIND, BLEND, 3 LB (0.907 KG) CAN	LB	2,412
29. 8915-01-419-4926 <u>JUICE, ORANGE, FROZEN</u> CONCENTRATED, 3 PLUS 1, UNSWEETENED, US GRADE A, MIN 14.0: 1 BRIX-ACID RATIO, 3, 4, OR 5 GAL (11.357, 15.142, 18.927 L) BAG IN BOX, U.S. STANDARDS FOR GRADES, PRODUCT DESCRIPTION (6), STYLE (A)	GL	1,648
30. 8905-01-211-4056 <u>CHICKEN FILLET, CHUNKED AND</u> <u>FORMED, BREADED, PRECOOKED</u> ROUND OR OVAL SHAPE, INDIVIDUALLY QUICK FROZEN, 0.5 OZ (14.175 G) EA	LB	2,928
31. 8950-01-389-3598 <u>STEAK SAUCE,</u> 15 FLUID OUNCE (443.61 ML) GLASS BOTTLE	BT	19,008

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
32. 8960-01-386-9469 <u>BEVERAGE BASE,</u> LIQUID, COLA, NATURAL FLAVORING, W/NUTRITIVE CARBOHYDRATE SWEETENERS, 5 GAL (18.927 L) BAG-IN-BOX, FOR USE W/CARBONATED BEVERAGE DISPENSERS	BX	1,405
33. 8920-00-140-7748 <u>FLOUR, WHEAT,</u> GENERAL PURPOSE (NOT FOR BREAD), BLEACHED, ENRICHED, 10 LB (4.536 KG) BAG	BG	26,096
34. 8905-00-753-6106 <u>CHICKEN, BONED, CANNED,</u> PIECES, SOLID PACK, 29 OZ (822.15 G), USDA ANNOUNCEMENT PY CURRENT EDITION	CN	12,408
35. 8905-00-126-8743 <u>PORK SPARERIBS,</u> FROZEN, 3 ½ LB (1.588 KG) AND DOWN, USDA IMPS, ITEM NO. 416, WEIGHT RANGE A AND/OR B	LB	30,618
36. 8915-01-373-4978 <u>TOMATOES, CANNED,</u> DICED, US GRADE A OR B, NO. 10 SIZE CAN, U.S. STANDARDS FOR GRADES, STYLE (E)	CN	17,208
37. 8905-00-177-5017 <u>BEEF FOR STEWING,</u> FROZEN, DICED, UNCOOKED, US SELECT GRADE OR HIGHER, USDA IMPS, ITEM NO. 135A	LB	26,082

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
38. 8915-00-782-3508 <u>POTATOES, WHITE, FROZEN,</u> FRENCH FRIED, REFRY COLOR (AFTER HEATING) SHALL BE EXTRA LIGHT OR LIGHT, STRAIGHT-CUT STRIPS, ½ IN. BY ½ IN TO 3/8 IN. BY 3/8 IN., (1.27 CM BY 1.27 CM TO 0.952 CM TO 0.952 CM), LONG OR MEDIUM LONG, US GRADE A, 2 TO 6 LB (0.907 TO 2.722 KG) BAG OR BOX, U.S. STANDARDS FOR GRADES	LB	89,400
NOTE: FOR EVALUATION PURPOSES, PRICING SHOULD BE BASED ON 3/8 IN. BY 3/8 IN. STRIP		
39. 8915-00-191-3461 <u>ONION RINGS, FROZEN,</u> RAW, BREADED (NOT COATED W/BATTER), U.S. GRADE A, 2 TO 5 LB (0.907 TO 2.268 KG), U.S. STANDARDS FOR GRADES, TYPE (B)	LB	28,000
40. 8945-01-066-8210 <u>SHORTENING COMPOUND,</u> GENERAL PURPOSE TYPE, SEMI-SOLID, ALL VEGETABLE OIL, 3 LB (1.361 KG) CAN	CN	15,480
41. 8960-01-395-9430 <u>BEVERAGE BASE,</u> ORANGE, W/NUTRITIVE CARBOHYDRATE SWEETENERS, CONCENTRATED, 3 GAL (11.356 L) BAG-IN-BOX, FOR USE IN A POST-MIX DISPENSER	BX	1,080
42. 8940-01-E19-2129 <u>PHILIPPINE STYLE EGG ROLL, FROZEN,</u> ALL MEAT, 2.5 OZ. EA, 200/CO	EA	101,800

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
43. 8950-00-127-9790 <u>CATSUP, TOMATO,</u> US GRADE A, 14 OZ (396.9 G) BOTTLE, U.S. STANDARDS FOR GRADES	BT	45,072
44. 8955-01-E09-1455 <u>COFFEE, CONCENTRATED, FROZEN,</u> COLOMBIAN BLEND, 1.75 L CO.	CO	1,005
45. 8905-00-577-5993 <u>BREAKFAST SAUSAGE, COOKED,</u> FROZEN, SKINLESS, BEEF AND PORK, PREDOMINANTLY PORK, 19 TO 21 LINKS PER LB, 5 LB (2.268 KG) LAYER PACK BOX, USDA IMPS, ITEM NO. 817, FORMULA A, STYLE C	BX	1,565
46. 8905-00-935-3161 <u>TUNA, CANNED,</u> LIGHT MEAT, CHUNK OR SOLID PACK, PACKED IN WATER, 66.5 OZ (1.885 KG) NET WT, 603 BY 408 SIZE CAN	CN	4,476
47. 8920-01-530-2185 <u>RICE, PARBOILED,</u> LONG GRAIN, ENRICHED, SHALL CONTAIN NOT MORE THAN 13.5% MOISTURE AND NOT MORE THAN 2.0% OF WHITE UNGELATINIZED KERNELS, US NO. 1 GRADE OR US NO. 2 GRADE (SPECIAL GRADE-PARBOILED LIGHT), 10 LB (4.536 KG) BAG, U.S. STANDARDS OF IDENTITY FOR ENRICHED RICE (21 CFR 137.350) AND U.S. STANDARDS FOR MILLED RICE (7 CFR 68.301)	BG	7,080

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**PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
 CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC**

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
48. 8925-01-226-3394 <u>SUGAR, REFINED,</u> WHITE, GRANULATED, CANE OR BEET, FINE, EXTRAFINE, OR SUPERFINE, 5 LB (2.268 KG) BAG	BG	13,624
49. 8915-00-241-2800 <u>JUICE, ORANGE, CANNED,</u> OR ORANGE JUICE FROM CONCENTRATE, CANNED, SINGLE STRENGTH, UNSWEETENED, US GRADE A, NO. 3 CYLINDER SIZE CAN, U.S. STANDARDS FOR GRADES, PRODUCT DESCRIPTION (2) OR (3), STYLE (A)	CN	16,380
50. 8905-01-006-0918 <u>BEEF TOP (INSIDE) ROUND, COOKED,</u> ROAST, FROZEN, BONELESS, NETTED OR TIED, DRY HEAT OVEN COOKED, UNCOOKED PRODUCT TO CONFORM TO US CHOICE GRADE OR HIGHER, 14 TO 20 LB (6.359 KG TO 9.072 KG) COOKED WT, USDA IMPS, ITEM NO. 623, STYLE A, WEIGHT RANGE 1 OR 2	LB	8,843

MARKET BASKET OF ITEMS

ZONE 2

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
1. 8905-01-E09-6150 <u>CHICKEN, QUARTERED, FROZEN,</u> 4 PIECE CUT, 8.25 OZ - 9.25 OZ AVG, IQF, 60/CASE	LB	50,200
2. 8905-00-965-2128 <u>CHICKEN</u> FROZEN, 9 PIECE CUT, BROILER OR FRYER, READY-TO-COOK, W/ O BACK, NECK AND GIBLETS, US GRADE A, 3 TO 3-1/2 LB, (1.36 KG TO 1.588 KG), FOUR 10 LB (4.536 KG) BAGS PER CONTAINER	LB	29,295
3. 8905-01-E09-1377 <u>BEEF, GROUND, PATTIES, FROZEN,</u> 80% LEAN, 5.3 OZ. EACH, IQF, NAMP 1136	LB	35,920
4. 8905-00-133-5886 <u>BEEF ROUND, KNUCKLE, PEELED</u> FROZEN, US CHOICE GRADE OR HIGHER, MAX 10 LB (4.536 KG) EA, USDA IMPS/NAMPS ITEM No. 167 A AND/ OR 169	LB	36,528

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
5. <u>8905-00-262-7274</u> <u>TURKEY, BONELESS</u> FROZEN, RAW ROAST NETTED (W/ SKIN COVERING), W/ SALT, USDA ANNOUNCEMENT PY CURRENT EDITION, ROASTS (138130)	LB	10,737
6. <u>8925-01-E09-1920</u> <u>CANDY,</u> CHOCOLATE COVERED PEANUT BUTTER CUP, 2 COUNT PER PACKAGE	PG	119,300
7. <u>8905-01-398-7536</u> <u>HAM, FULLY COOKED, PACKAGED,</u> CHILLED, PULLMAN-SHAPED, CURED, WATER ADDED, 12 ½ LB NET WT, VACUUM PACKAGED, 4 HAMS PER CASE	LB	17,798
8. <u>8905-00-403-9592</u> <u>BACON, SLICED</u> FROZEN, CURED, SMOKED, SHINGLED, 18 TO 22 SLICES PER LB, VACUUM PACKAGED	LB	38,540
9. <u>8905-01-E09-7786</u> <u>CHICKEN BREAST FILLET, RAW,</u> BREADED, FROZEN, SOUTHERN STYLE, 4 OZ. EACH	LB	4,215
10. <u>8910-00-656-0993</u> <u>CHEESE, AMERICAN,</u> <u>PROCESSED, SLICED</u> PASTEURIZED, INDIVIDUAL, SERVING SLICES, 3 TO 5 LB (1.361 KG TO 2.268 KG) PG	LB	15,860

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
11. 8910-01-E09-2475 <u>CHEESE, CHEDDAR, NATURAL,</u> <u>MILD, YELLOW, 10 LB. BLOCK</u>	LB	12,820
12. 8950-00-000-0137 <u>STEAK SAUCE,</u> <u>5 TO 10 FLUID OUNCE (147.87 TO 295.74 ML)</u> <u>BOTTLE</u> <u>*PRICING SHOULD BE FOR A 10 OUNCE BOTTLE</u>	BT	2,484
13. 8920-00-132-7782 <u>CEREAL, PREPARED, PACKAGE</u> <u>ASSORTMENT,</u> <u>70 OR 72 INDIVIDUAL SERVING SIZE</u> <u>PGS PER BOX (CASE)</u> <u>*FOR EVALUATION PURPOSES, STATE</u> <u>WHAT VARIETY OF CEREALS ARE INCLUDED</u> <u>IN THE ASSORTMENT</u>	BX	510
14. 8935-00-543-7789 <u>SOUP AND GRAVY BASE,</u> <u>INSTANT, CHICKEN FLAVORED,</u> <u>NO. 2 ½ SIZE CAN</u>	CN	5,790
15. 8905-01-342-8122 <u>PORK LOIN CHOPS, CENTER CUT, ONE</u> <u>MUSCLE, BONELESS</u> <u>FROZEN, 5 OZ (141.75 G) EA, USDA IMPS/</u> <u>NAMPS, ITEM No. 1412E</u>	LB	5,600
16. 8915-00-127-8018 <u>CORN, FROZEN,</u> <u>GOLDEN, WHOLE KERNEL OR WHOLE</u> <u>GRAIN, US GRADE A OR B, 2 TO 5 LB</u> <u>(0.907 TO 2.268 KG) PG, U.S. STANDARDS</u> <u>FOR GRADES, COLOR (A)</u>	LB	20,640

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
17. 8960-01-389-7129 <u>BEVERAGE BASE,</u> FRUIT PUNCH, W/NUTRITIVE CARBOHYDRATE SWEETENERS, CONCENTRATED, 3 GAL (11.356 L) BAG-IN-BOX, FOR USE IN A POST-MIX DISPENSER	BX	532
18. 8905-00-267-1933 <u>LOBSTER TAIL, SPINY, RAW</u> FROZEN, SHALL BE PROCESSED FROM ONLY FRESH P. ARGUS OR P. INTERRUPTUS SPECIES OR ONLY FROZEN P. MARGINATUS SPECIES, 4 TO 10 OZ (113.4 G TO 283.5 G) EA	LB	560
19. 8905-01-420-5255 <u>GROUND BEEF, BULK,</u> FROZEN, 90% LEAN, 5 TO 10 LB (2.268 KG TO 4.536 KG) PER BAG	LB	32,850
20. 8910-00-616-0038 <u>BUTTER</u> SALTED, US GRADE A, 1 LB(0.454 KG) PRINT OR 4 PRINTS OF ¼ LB (0.113 KG) EA, 7 CFR 58.2621-.2635	LB	20,376
21. 8920-01-E09-0248 <u>RICE, PARBOILED,</u> MEDIUM OR LONG GRAIN, 25 LB. BAG	BG	1,581
22. 8905-00-753-6568 <u>PORK LOIN, BONELESS, SPECIAL,</u> <u>WHEAT GLUTEN ADDED, TIED</u> ROAST W/ LIP-ON, FROZEN, ENCLOSED IN A STRETCHABLE NETTING, 5 TO 10 LB (2.268 KG TO 4.536 KG), ITEM No. 413B, PSO #2	LB	7,940

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
23. 8940-00-782-3013 <u>POTATO CHIPS,</u> FLAVORED OR UNFLAVORED, REGULAR OR RIPPLE, 7/8 (24.806 G) TO 1 1/2 (42.525 G) OZ PG	PG	39,600
24. 8930-01-035-0086 <u>JAM AND JELLY ASSORTMENT,</u> CONSISTING OF ASSORTED FLAVORS OF JAMS AND JELLIES, OR COMBINATIONS THEROF, US GRADE A, 1/2 OZ (14.175 G) BOAT, CUP, OR INDIVIDUAL SERVING SIZE BAG	HD	2,958
25. 8910-00-043-3198 <u>EGGS, SHELL</u> FRESH OR SHELL PROTECTED FRESH, MEDIUM OR LARGER, US CONSUMER GRADE A, 30 DOZEN PER SHIPPING CONTAINER, 7 CFR, PART 56 *FOR EVALUATION PURPOSES, PRICING SHALL BE BASED ON MEDIUM-SIZE EGGS	DZ	108,600
26. 8910-01-037-9367 <u>CHEESE, CHEDDAR, NATURAL</u> SHREDDED, 5 LB (2.268 KG) POLYETHYLENE BAG, 21 CFR 133.113	LB	8,850
27. 8920-00-062-0388 <u>CAKE MIX,</u> YELLOW, 50 LB (22.68 KG) BAG	BG	324
28. 8955-00-286-5369 <u>COFFEE, ROASTED</u> GROUND, UNIVERSAL GRIND, BLEND, 3 LB (0.907 KG) CAN	LB	55,080

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
29. 8915-00-044-1918 <u>POTATOES, WHITE, FROZEN,</u> SHREDDED (HASH BROWN), 3 OZ (85.05 G) PORTIONS, 18 LB (8.166 KG) CONTAINER, US GRADE A, U.S. STANDARDS FOR GRADES OF FROZEN HASH BROWN POTATOES, STYLE (A)	LB	23,706
30. 8960-01-395-9289 <u>BEVERAGE BASE,</u> GRAPE, W/NUTRITIVE CARBOHYDRATE SWEETENERS, CONCENTRATED, 3 GAL (11.356 L) BAG-IN-BOX FOR USE IN A POST-MIX DISPENSER	BX	69
31. 8905-01-E09-0121 <u>CORNISH HEN, WHOLE, FROZEN,</u> US GRADE A, W/O GIBLETS, 1 LB EACH	LB	172
32. 8960-00-458-8243 <u>BEVERAGE BASE,</u> LIQUID, COLA, NATURAL FLAVORING, W/NUTRITIVE CARBOHYDRATE SWEETENERS, 5 PLUS 1 YIELD, METAL CONTAINER ONLY, FOR USE W/CARBONATED BEVERAGE DISPENSERS	GL	260
33. 8905-01-E09-1757 <u>PORK LOIN CHOPS, CENTER-CUT,</u> <u>FROZEN,</u> PORTION-CUT, US MIN CHOICE GRADE, 5 OZ AVG, NAMP 1412	LB	2,900
34. 8905-01-E09-0458 <u>BEEF, CUBED STEAK, FROZEN,</u> 4 - 6 OZ EACH, NAMP 1100	LB	3,150

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AUTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
35. 8905-00-126-8743 <u>PORK SPARERIBS,</u> FROZEN, 3 ½ LB (1.588 KG) AND DOWN, USDA IMPS, ITEM NO. 416, WEIGHT RANGE A AND/OR B	LB	11,010
36. 8915-01-373-4978 <u>TOMATOES, CANNED,</u> DICED, US GRADE A OR B, NO. 10 SIZE CAN, U.S. STANDARDS FOR GRADES, STYLE (E)	CN	5,412
37. 8905-00-177-5017 <u>BEEF FOR STEWING,</u> FROZEN, DICED, UNCOOKED, US SELECT GRADE OR HIGHER, USDA IMPS, ITEM NO. 135A	LB	13,250
38. 8915-00-782-3508 <u>POTATOES, WHITE, FROZEN,</u> FRENCH FRIED, REFRY COLOR (AFTER HEATING) SHALL BE EXTRA LIGHT OR LIGHT, STRAIGHT-CUT STRIPS, ½ IN. BY ½ IN TO 3/8 IN. BY 3/8 IN., (1.27 CM BY 1.27 CM TO 0.952 CM TO 0.952 CM), LONG OR MEDIUM LONG, US GRADE A, 2 TO 6 LB (0.907 TO 2.722 KG) BAG OR BOX, U.S. STANDARDS FOR GRADES NOTE: FOR EVALUATION PURPOSES, PRICING SHOULD BE BASED ON 3/8 IN. BY 3/8 IN. STRIP	LB	36,270
39. 8940-01-E09-3879/80/81/82 <u>SANDWICH MEAL, FROZEN, ON SOFT ROLLS,</u> ROAST CHICKEN AND MOZZARELLA (3879) HONEY HAM AND CHEDDAR (3880), ROAST TURKEY AND SWISS (3881), AND HAM, TURKEY, AND AMERICAN CHEESE (3882). 16.5 OZ -17.5 OZ BAG. WITH CHIPS OR PRETZELS OR COOKIES, MUSTARD AND LOWFAT MAYONNAISE	EA	19,584

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC

<u>DSCP STOCK NUMBER/ DESCRIPTION</u>	<u>UNIT OF ISSUE</u>	<u>EST. ANNUAL REQUIREMENTS</u>
40. 8905-01-E09-0809 <u>BEEF LOIN, STRIP STEAK, SHORT-CUT,</u> <u>BONELESS, FROZEN,</u> PORTION CUT, MIN. US CHOICE GRADE, 8 - 10 OZ EACH, NAMP 1180	LB	4,920
41. 8940-01-E09-7860/61 <u>BREAKFAST MEAL, FROZEN,</u> BAGELS AND CREAM CHEESE (2 EA), CEREAL, MULTI-GRAIN BAR, TRAIL MIX, AND JAM (2), 13.95 OZ EA - (7860); BAGEL, W/HAM AND CHEESE, CEREAL, MULTI-GRAIN BAR, APPLE SAUCE, MUFFIN, UTENSILS AND TOWELETTE, 12.8 OZ EA. (7861)	EA	5,184
42. 8945-01-E09-0384 <u>SHORTENING, LIQUID,</u> DEEP FRY COOKERY, ALL VEGETABLE OIL, 1 GALLON CONTAINER	CO	281
43. 8905-01-E09-1290 <u>SAUSAGE, PORK, PATTIES,</u> <u>RAW, FROZEN,</u> ROUND, 1.5 OZ. EACH, LAYER PACK	LB	3,792
44. 8905-01-E09-2732 <u>FISH, POLLOCK, FILLETS, BREADED,</u> <u>RAW, FROZEN,</u> ALASKAN STYLE, 4 OZ EACH	LB	5,790
45. 8940-00-480-4548 <u>BEEF RAVIOLI IN SAUCE, CANNED,</u> NOT LESS THAN 10% BEEF IN EACH RAVIOLI, PACKED IN A TOMATO-BASE SAUCE, NO. 10 SIZE CAN	CN	1,332

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PRIME VENDOR FOR FLORIDA; KINGS BAY, GA; GUANTANAMO BAY,
CUBA; PANAMA; HAITI; HONDURAS; ECUADOR; AND AYTEC

<u>DSCP STOCK NUMBER/</u> <u>DESCRIPTION</u>	<u>UNIT OF</u> <u>ISSUE</u>	<u>EST. ANNUAL</u> <u>REQUIREMENTS</u>
46. 8950-00-616-5479 <u>CATSUP, TOMATO,</u> MADE FROM STRAINED LIQUID OBTAINED FROM MATURE RED TOMATOES OF RED OR REDDISH VARIETIES OR FROM (OR IN PART FROM) RESIDUAL TOMATO MATERIAL FROM CANNING, REGULAR FLAVOR HAVING NORMAL TO MINIMUM SEASONING ADDED, EQUIVALENT TO US GRADE A QUALITY, AVERAGE NET WEIGHT NOT LESS THAN 1 1 GM BOAT, CUP, OR INDIVIDUAL SERVING SIZE BAG, U.S. STANDARDS FOR GRADES	HD	149,100
47. 8905-00-126-8743 <u>PORK SPARERIBS,</u> FROZEN, 3 ½ LB (1.588 KG) AND DOWN, USDA IMPS, ITEM NO. 416, WEIGHT RANGE A AND/OR B	LB	439
48. 8905-00-126-3416 <u>CHICKEN,</u> FROZEN, WHOLE, BROILER OR FRYER, READY-TO-COOK, W/O NECK AND GIBLETS, US GRADE A, 3 TO 3 ½ LB. (1.36 KG TO 1.588 KG)	LB	17,520
49. 8905-00-164-0467 <u>LOBSTER, WHOLE, LIVE,</u> FRESH, 1 TO 2 LB. (0.454 KG TO 0.907 KG) WEIGHT RANGE,	LB	2,010
50. 8915-00-191-3461 <u>ONION RINGS, FROZEN,</u> RAW, BREADED (NOT COATED WITH BATTER), US GRADE A, 2 TO 5 LB (0.907 TO 2.268 KG) U.S. STANDARDS FOR GRADES, TYPE (B)	LB	8,843

EVALUATION FACTORS FOR AWARD

TECHNICAL PROPOSAL EVALUATION

The following evaluation criteria are listed in descending order of importance at the factor level. Each individual factor will state the order of importance of its subfactors. The Government will make a risk assessment based on information contained in the proposal and any other information derived from other sources.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

The subfactors for Corporate Experience/Past Performance are of relative equal importance.

A. Corporate Experience

1. The Government will evaluate the offeror's experience in fulfilling requirements of similar dollars and volume for other customers in a Prime Vendor/regular dealer capacity. This evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.

2. The organizational chart will be examined in order to determine the anticipated success of the firm in providing service to its customers.

B. Past Performance

1. The Government will evaluate the offeror's record of performance in a prime vendor or regular dealer capacity, including government contracts if applicable, to determine whether the firm has a history of conforming to contractual requirements, a commitment to customer satisfaction, timely delivery of quality products and services at fair and reasonable prices. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women owned small businesses will be part of the past performance evaluation. Performance in carrying out Mentoring Business Agreements will be part of the past performance evaluation also. Government in-house records will also be used for this evaluation, if applicable.

2. The Government will assess the prime vendor's experience with export shipments. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.

3. Offerors are encouraged to address unfavorable reports of past performance. Your response, or lack thereof, will be taken into consideration.

4. Awards or certifications received by offerors that indicate a firm possesses a high-quality process for performing the work required will be evaluated. These awards/certifications must be significant in the foodservice industry.

II. DISTRIBUTION SYSTEM/CAPABILITY

The subfactors for Distribution System/Capability are of relative equal importance.

A. Product Availability

1. The number of items an offeror currently carries in its inventory that meet the item descriptions, or commercial equivalents, of the items in the NSN and LSN catalogs and the Market Basket of Items listed in the ***Submission Requirements*** section will be evaluated. The Government will also evaluate the firm's ability to source those items that are not carried in stock. The offeror's turnover rate will be examined.

2. The firm's proposed fill-rate, with and without substitutions, and how it intends to satisfy this goal, will be evaluated. Emphasis will be placed on the fill-rate without substitutions.

3. The offeror's product accountability system will be assessed in order to determine whether the firm is capable of supporting the requirements of the customers.

4. The Government will determine if the firm has the capability to support its customers in a timely manner by evaluating its hours of operation, proposed method of deliveries to the specified port of embarkation or customer facility and available capacity.

5. The offeror's policy regarding breaking cases and minimum order quantities to add new products to inventory will be assessed.

B. Ordering System

1. The Government will evaluate the offeror's ability to interface with SPVI+/STORES and transmit the transaction sets listed in the solicitation. The offeror may be required to transmit an 832 and 997, and possibly an 810, to demonstrate its EDI capability. If applicable, the offeror's plan to become EDI capable will be evaluated.

2. The offeror's ability to support the needs of the customers in the event the STORES system is not operational will be assessed. Highest consideration will be given to electronic "user friendly" ordering systems that have the capability to produce printed confirmation reports and to update prices.

3. The Government will assess the capability of the offeror to receive orders and other information via the Internet, or its plans to obtain such access.

4. The ability to produce additional management reports that would benefit the Government, other than those listed as a requirement of this solicitation, will be looked at. Firms that are capable of submitting management reports and invoices electronically will also be evaluated.

C. Customer Service Approach

1. The routine customer support services offered by the firm will be assessed to determine its commitment to customer satisfaction and business-like concern for its customers.

2. Procedures for handling not-in-stock's, manufacturer's backorders, substitutions, emergency orders, cancellations and add-ons will be evaluated.

3. The offeror's plan to monitor its performance will be evaluated.

4. The services offered to assist customers in becoming more cost effective will be judged.

5. The offeror's plan to ensure that customers receive accurate, timely deliveries will also be evaluated.

D. Rebate Policy/Discounts/Allowances

1. The Government will judge the offeror's policies for pursuing, managing and collecting rebates, discounts and allowances.
2. The offeror must demonstrate an aggressive policy towards returning the monies realized as a result of these savings to the Government.

E. Location

The Government will assess the capability of the offeror to support customers in a timely manner taking into consideration the offeror's location in relation to the designated CONUS customers and/or the designated port(s) of embarkation.

F. Surge/Mobilization

1. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to react swiftly to this situation will be assessed.
2. The offeror's ability to respond to increased consumption requirements for an extended period of time will be evaluated. Firms must demonstrate the ability to maintain a high level of performance for a span of time, usually with less than thirty (30) days notice.
3. The firm's Readiness Plan will be assessed for completeness and ingenuity.

III. QUALITY ASSURANCE

The subfactors for Quality Assurance are listed in descending order of importance.

A. Quality Control and Assurance Procedures

The Government will evaluate the offeror's QC and QA procedures, including its inventory rotation methods, identification and correction of discrepancies, resolution of customer complaints, and inventory rotation methods.

B. Inspection and Sanitation Procedures

1. The Government will assess the offeror's proposed inspection procedures, including type, frequency and amount of inspection to ensure that proper procedures are maintained.

2. Procedures to ensure that the order conforms to the items ordered in the correct quantity, has the proper shelf-life dating, is free of damage and meets industry standards for product quality, will be evaluated.

3. The offeror's Sanitary Control Procedures and Stored Products Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI).

C. Supplier Selection Program

1. The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide continued supply of quality products with minimal variation.

2. The offeror's methods to ensure that standardized product quality will be maintained when products are obtained from various suppliers will be evaluated.

D. HACCP Plan

1. Offeror's that have a HACCP Plan in effect must indicate the filing date with the FDA.

2. The scope of the plan will be evaluated for completeness and commitment to excellence. Adherence to the plan and the timeframes as specified in the solicitation will also be assessed.

3. The Government will evaluate the steps outlined to ensure compliance with meeting the deadlines for filing a plan for those firms that do not have a plan in existence.

E. Recall Procedures

1. The offeror's recall procedures will be assessed for timeliness and thoroughness will be evaluated. The methods used for notification and identification will be judged.

2. The firms' methods for handling various types of recalls will be assessed.

F. Technical Descriptions

The Government will evaluate the offeror's product descriptions to determine if the items offered meet the minimum salient requirements of the items listed in the solicitation. The offeror will be evaluated for the ability to provide items that meet the item description (or commercial equivalent).

IV. SOCIOECONOMIC CONSIDERATIONS/DLA MBA PROGRAM

The subfactors for Socioeconomic Considerations/DLA MBA Program are listed in descending order of importance.

A. Socioeconomic Considerations

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practicable, small, small disadvantaged, and women-owned small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar values and comparatively assess the goals amongst offerors. The Government will evaluate the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small business (SB), small disadvantaged business (SDB) and women-owned small business (WOSB) firms. The offeror that has the highest percentage of participation with SB, SDB, and WOSB combined, at the contract and subcontract level, will receive the highest rating. Offerors that are small business concerns will receive additional credit under this factor.

B. DLA Mentoring Business Agreement (MBA)

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offers on the MBA Program will be evaluated on a comparative basis amongst all firms. The firm(s) indicating the most comprehensive plan(s) will receive the highest rating. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's and WOSB's in expanding their businesses.

EVALUATION FACTORS FOR AWARD

BUSINESS PROPOSAL EVALUATION

For purposes of the business proposal evaluation, the Pricing for the Market Basket of Items is relatively more important than the Distribution Prices Evaluation. Each zone shall be evaluated separately.

I. PRICING

The Government will evaluate the offeror's proposed pricing on the items selected from the list of highest usage items provided by the customers listed in this solicitation. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government.

II. DISTRIBUTION PRICES

The Government will evaluate each offeror's distribution prices by determining an aggregate dollar value. This will be determined by multiplying the distribution prices by the estimated yearly requirements for the items listed in the solicitation. The aggregate dollar value will then be evaluated for reasonableness and overall low cost to the Government. Distribution prices that do not relate to the Market Basket of Items will be evaluated for fairness and reasonableness.

III. PRODUCT LISTING

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

SMALL, SMALL DISADVANTAGED AND
WOMEN-OWNED SMALL BUSINESS CONCERNS
SUBCONTRACTING PLAN GUIDE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION: _____

END ITEM/SERVICE: _____

Fill in Applicable Section:

Company-wide or Division-wide Commercial Product Annual Plan
Company's or Division's Fiscal year 19____

FROM: _____ TO: _____
 MONTH/YEAR MONTH/YEAR

Total Estimated FY Dollar Value: \$ _____

OR

Individual Contract Plan

Total Contract Dollar Value: \$ _____

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN GUIDE

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, 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.

2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
Total to be subcontracted:	\$ _____	100%
A. To large business	\$ _____	_____
B. To small business	\$ _____	_____
1. To Disadvantaged SB*	\$ _____	_____
2. To Women-Owned SB*	\$ _____	_____
3. To Other SB*	\$ _____	_____

* Subset of B

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, small disadvantaged 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 (*) small disadvantaged business by two asterisks (**) and women-owned small business concerns by three 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 Procurement Automated Source System (PASS) of the Small Business Administration, 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, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, 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 incurred with small, 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, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete 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, 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, 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, small disadvantaged and women-owned small business concerns in all "make or buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business concerns.

d. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged and women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

9. Assurances that the offeror (i) will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned 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 excess of \$500,000.00 (\$1,000,000.00 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, (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, and (iv) ensure that its subcontractors agree to submit SF 294 and 295.

11. A 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, 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, (e.g., PASS) guides, and other data that identify small, small disadvantaged and women-owned small business concerns.

b. Organizations contacted in an attempt to locate sources that are small, small disadvantaged and women-owned small business concerns.

c. Records on each subcontract solicitation resulting in an award of more than \$100,000.00, indicating (1) whether small business concerns were solicited and if not, why not; (2) whether small disadvantaged business concerns were solicited and if not, why not; and (3) whether women-owned small business concerns were solicited and if not, why not, and (4) if applicable, the reason award was not made to a small business concern.

d. Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, small disadvantaged and women-owned small business concerns.

e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.

f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

12. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

a. Establish a subcontracting goal of 5% for small disadvantaged businesses.

b. Identify efforts to provide technical assistance to SDB's.

c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: _____

(Executive of Company)*

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____

DATE: _____

(CONTRACTING OFFICER)

AGENCY: _____

*THE INDIVIDUAL SIGNING THE PLAN 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.

\$_____ .

=== END ===



ELECTRONIC CATALOGS

Last Updated August 1998

Electronic Catalogs

National Allowance Program

FoodNet

NAPAs

SPVI

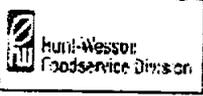
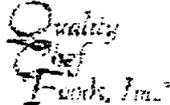
LSN

Market Ready

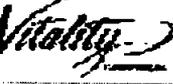
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- NAPA Catalog NEW!
- NAPA Agreement
- List of NAPAs:

Agreement No.	Vendor	
0001	Nabisco 7 Campus Drive P.O. BOX 311 Parsippany NJ 07054-0311	
0002	Kellogg Sales Company One Kellogg Square P.O. Box 3599 Battle Creek, Michigan 49016-3599	
0003	Jimmy Dean Foods Food Service Suite 400 8000 Centerview Pkwy Cordova, Tn 38018	
0004	Bil Mar Foods 8300 96th Ave ZeeLand, Michigan 49464-9701	
0005	R & R Group, Inc. 5196 Benton Road Batavia, Ohio 45103	
0006	C & R Foods (Little Charlie's) 129 Alsace Ct. Ponte Vedra Beach, FL 32082-2950	
0007	Simplot 6360 South Federal Way P. O. Box 9386 Brise, Idaho 83707	
0008	Campbell Soup Co. 5680 H. West Cypress Tampa, FL 33607	

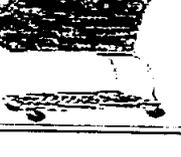
0009	Pillsbury Company P.O. Box 967 Ft. Washington, PA 19034	
0010	Hunt-Wesson Food Service Company 7224 Greenbank Road Baltimore, MD 21220	
0011	General Mills Food Service 8 BT #1 G.M. Blvd Minn. MN 55426	
0012	Readi-Bake, Inc. 11 West Oak Ave. Wheaton, IL 60187	
0013	Tyson Foods, Inc. 1175 Meadowbrook Lane Sauk Rapids, MN 56379	
0014	McIlhenny Inc. Pan American Life Center 601 Poydras St. Suite 1815 New Orleans, LA 70130	
0015	Nestle Brands Foodservice Co. 607 William Street Suite 205 Fredericksburg, VA 22405	
0016	Stehouwer Frozen Foods 2055 Bristol Ave. NW Grand Rapids, Michigan 49504	
0017	Bunge Food Group 3701 Algonquin Road Rolling Meadow, IL 60008	
0018	Hillshire Farm & Kahn's 3241 Spring Grove Ave. Cincinnati, OH 45225	
0019	Cancelled	
0020	M & M Mars Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	
0021	Quality Chef Foods Inc. 1100 Third St. SE, Box 2388 Cedar Rapid, IA 5240	
0022	Sara Lee Bakery 224 S. Michigan Avenue Chicago, IL 60604	

0023	Kraft North American Foodservice 5 Great Valley Parkway Suite 236 Malvern, Pa 19355	
0024	Con Agra, Inc Con Agra Frozen Foods 6 ConAgra Drive Omaha, NB 68102	
0025	John Morrell & Co 805 East Kemper Road Cincinnati, OH 45246	
0026	Dannon Company Inc. Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	
0027	Sopakco, Inc. Sopakco Foods 215 S. Mullins Street Mullins, SC 29574-1129	
0028	Natural Seasoning 6135 So. Nottingham Ave. Chicago, IL 60638	
0029	Otis Spunkmeyer Military 14490 Catalina Street San Leandro, CA 94577-5516	
0030	Armour Swift Eckrich 2001 Butterfield Road Downers Grove, IL 60515	
0031	Swiss Chalia Fine Foods 2835 West Watson Court Concord, CA 94518	
0032	Heinz 1062 Progress Street Pittsburgh, PA 15212	
0033	Eskimo Pie Div Of Sugar Creek Food Inc. 301 North El Paso Avenue P. O. Box 747 Russelville, AR 72811	
0034	J. M. Smuckers Co 1 Strawberry Lane Orrville, OH 44667-0280	
0035	Bryan Foods Co., Inc. One Churchill Road West Point, MS 39773	
0036	Tone Brothers, Inc. (Durkee) 2301 SE Tones Drive Ankery, IA 50021-8888	

0037	Haziewood Farms Bakeries Inc. Signature Breads 300 Middlesex Ave. Medford, MA 02155	
0038	McCormick & Company Food Service DivisionB 226 Schilling Circle Hunt Valley, MD 21031	
0039	Arnold Meats Inc. 274 Heyward Street Brooklyn, NY 11206	
0040	Brakebush Brothers Inc. N4993 6th Drive Westfield, WI 54964-9511	
0041	Benno Food/Foothill Farms 3031 W. March Lane Suite 207 West Stockton, CA 95214-6500	
0042	Vitality Foodservice, Inc. 40115 Hwy. 54 East Zephyrhills, FL 33540	
0043	McCain 2905 Butterfield Road Oakbrook, IL 60520-1106	
0044	Minh Food 115 West College Drive Marshall, Minnesota 56258	
0045	Alpine Lace 111 Dunnell Road Maplewood, NJ 07040	
0046	Bush Brothers P. O. Box 52330 Knoxville, TN 37950-2330	
0047	Ferrante Bros./Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	
0048	VDK Frozen Foods P. O. Box 1027 Twin Lakes, WI 53181	
0049	Reckitt & Colman 7248 Townline Road No. Tonawanda, NY 14120	
0050	Parco Foods, LLC 2200 W. 138th Street Blue Island, IL 60406-0267	

0051	Hidden Valley Foods/Clorox Professional Products Co. 1221 Broadway Oakland, CA 94612-1888	
0052	BSG Foods 1214 ESI Drive Springdale, Arkansas 72764	
0053	Vietti Foods Co. 636 Southgate Ave Nashville, TN 37204	
0054	Anchor Food Products Inc. 555 Hickory Farm Lane Appleton, WI 54914	
0055	Cancelled	
0056	Lyons Magnus 1636 South Second Street Fresno, CA 93702	
0057	Michael Foods, Inc. Northern Star Co. 3171 5th Street South East Minneapolis, MN 55414-3374	
0058	G & A Food Service 12200 32nd Street North St. Petersburg, FL 33716	
0059	The Meadows 1000 South Kelly Edmond, OK 73003-6081	
0060	Perdue Farms Incorp P.O. Box 1537 Salisbury, MD 21802-1537	
0061	Barber Foods P.O. Box 4821 Portland, ME 04112-4821	
0062	Dean Sausage Company P.O. Drawer 750 Attalla, AL 35954-0750	
0063	Portion Pac, Inc. 7325 Snider Road Mason, OH 45040	

0064	<p>Superior Coffee 990 Supreme Drive Bensenville, IL 60106</p>	
0065	<p>San Rallo Pasta 88 Ford Road Denville, NJ 07834</p>	
0066	<p>Lipton 800 Sylvan Avenue Englewood Cliffs, NJ 07632</p>	
0067	<p>Indispensable Drink, Inc. 120 Rock Pillar Road Clayton, NC 27520</p>	
0068	<p>Awrey Bakery Food Service 12301 Farmington Road Livonia, MI 48150</p>	
0069	<p>R's Consulting Inc. Wow Wings 107 Northern Blvd. Suite 201 Great Neck, NY 11021</p>	
0070	<p>Quaker Oats 321 N. Clark Street Chicago, IL 60610</p>	
0071	<p>Worthington Foods Foodservice Division 900 Proprietors Road Worthington, OH 43085</p>	
0072	<p>Continental Mills, Inc. 114 Headlands Drive Hilton Head Plantation Hilton Head, SC 29926</p>	
0073	<p>Tetley USA 100 Commerce Drive Shelton, CT 06484-0856</p>	
0074	<p>Keebler Co. One Hollow Tree Lane 677 Larch Avenue Elmhurst, IL 60126</p>	
0075	<p>J & J Snack 6000 Central Highway Pennsauken, NJ 08109</p>	
0076	<p>Quality Foods 5501 Tabor Road Philadelphia, PA 19120</p>	

0077	Rose Packing Co. 65 South Barrington Road Barrington, IL 60010	
0078	Alexander & Horning, Inc. 10023 Gratiot Avenue Detroit, MI 48213	
0079	Maid-Rite Steak Co. 105 Keystone Industrial Park Dunmore, PA 18512	
0080	Fernando's Food Corp. 5602 E. Slauson Suite 111 Los Angeles, CA 90040	
0081	B&G Foods 426 Eagle Rock Ave. Roseland, NJ 07068	
0082	Chef America 20 Inverness Place East Englewood, CO 80112	
0083	Gwaltney Foodservice P. O. Box 489 Smithfield, VA 23431	
0084	Exacta Mate Dispensing 5314 South Yale Ave Suite 402 Tulsa, OK 74135	
0085	Rosina Food Products, Inc. 75 Industrial Parkway Buffalo, NY 14227	
0086	Quik-to-Fix Foods 9441 LBJ Freeway Suite 214 Dallas, TX 75243	
0087	Custom Food Products 5145 W. 123rd Street Alsip, IL 60803-3495	
0088	Jersey Juice, Inc. Chimney Rock Road Bldg. 28E Bridgewater, NJ 08807	
0089	The Perrier Group of America 777 W. Putnam Ave. Greenwich, VCT 06830	

0090	<p>East Side Entrees 20 Crossways Park Drive 4th floor Woodbury, NJ 11797</p>	
0091	<p>Devault Foods P.O.Box 587 Devault, PA 19432</p>	
0092	<p>Borden Foods Corp. 180 East Broad Street Columbus, OH 43215</p>	
0093	<p>Specialty Brands, Inc. 2030 Iowa Ave., Blvd. C-100 Riverside, CA 92507</p>	
0094	<p>Norpac Foods, Inc. Frozen Food Service 4350 SW Galewood Street P.O. Box 1800 Laek Oswego, OR 97035</p>	

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.

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.

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.

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 PVSVM 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 PVSVM, 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.

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?

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.

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.

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?

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?

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

Yes No N/A

___ ___ ___

* 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

Yes No N/A

___ ___ ___

* 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:

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?

Yes No N/A

___ ___ ___ * 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

Yes No N/A

___ ___ ___ * 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.

Yes No N/A

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___ ___ ___

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 its procedures?

FACTOR 6 SERVICING

Yes No N/A

___ ___ ___

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

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. _____

Entrance Briefing

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Establish date and time for the Exit Brief

Administrative Details:

POC/ Escort . _____

Office Space (if needed) _____

Phone access (if needed) _____

Other Requirements:

Remarks:

**EDI Implementation Guidelines
for
Subsistence Prime Vendor**

July 9, 1998
STORES

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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	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	888-409-5457 EXT 8127

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 Supply Center Philadelphia (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, child care 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 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.

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.

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.

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	

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	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
	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

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	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	

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

Segment	Element	Value	Size
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
	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.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
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	"1F"=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
N1 Name	N101	"ST"	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	"10"	2 ID
	N104	supplemental DODAAC	2-17 AN

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
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

810 - Invoice Segments

Pos	Seg	Name	Req	Max	Loop
		TABLE 1			
010	ST	<u>Transaction Set Header</u>	M	1	
020	BIG	<u>Beginning Segment for Invoice</u>	M	1	
030	NTE	<u>Note/Special Instruction</u>	F	100	
040	CUR	<u>Currency</u>	O	1	
050	REF	<u>Reference Numbers</u>	O	12	
060	PER	<u>Administrative Communications Contact</u>	O	3	
		LOOP ID-N1			1
070	N1	<u>Name</u>	O	1	1
080	N2	<u>Additional Name Information</u>	O	2	1
090	N3	<u>Address Information</u>	O	2	1
100	N4	<u>Geographic Location</u>	O	1	1
110	REF	<u>Reference Numbers</u>	O	12	1
120	PER	<u>Administrative Communications Contact</u>	O	3	1
130	ITD	<u>Terms of Sale/Deferred Terms of Sale</u>	O	5	
140	DTM	<u>Date/Time Reference</u>	O	10	
150	FOB	<u>F.O.B. Related Instructions</u>	O	1	
160	PID	<u>Product/Item Description</u>	O	200	
170	MEA	<u>Measurements</u>	O	40	
180	PWK	<u>Paperwork</u>	O	25	
190	PKG	<u>Marking, Packaging, Loading</u>	O	25	
200	L7	<u>Tariff Reference</u>	O	1	
210	AT	<u>Financial Accounting</u>	O	3	
212	BAL	<u>Balance Detail</u>	O	2	
		LOOP ID-LM			1
220	LM	<u>Code Source Information</u>	O	1	1
230	LQ	<u>Industry Code</u>	M	100	1
		LOOP ID-N9			1
240	N9	<u>Reference Number</u>	O	1	1
250	MSG	<u>Message Text</u>	M	10	1
		TABLE 2			
		LOOP ID-IT1			1
010	IT1	<u>Baseline Item Data (Invoice)</u>	O	1	1
012	CRC	<u>Conditions Indicator</u>	O	1	1
015	QTY	<u>Quantity</u>	O	5	1
020	CUR	<u>Currency</u>	O	1	1
030	IT3	<u>Additional Item Data</u>	O	5	1
040	TXI	<u>Tax Information</u>	O	10	1
050	CTP	<u>Pricing Information</u>	O	25	1
059	MEA	<u>Measurements</u>	O	40	1
		LOOP ID-PID			21
060	PID	<u>Product/Item Description</u>	O	1	21
070	MEA	<u>Measurements</u>	O	10	21
080	PWK	<u>Paperwork</u>	O	25	1
090	PKG	<u>Marking, Packaging, Loading</u>	O	25	1
100	PO4	<u>Item Physical Details</u>	O	1	1
110	ITD	<u>Terms of Sale/Deferred Terms of Sale</u>	O	2	1
120	REF	<u>Reference Numbers</u>	O	>1	1
130	PER	<u>Administrative Communications Contact</u>	O	5	1
140	SDQ	<u>Destination Quantity</u>	O	500	1
150	DTM	<u>Date/Time Reference</u>	O	10	1
160	CAD	<u>Carrier Detail</u>	O	>1	1
170	L7	<u>Tariff Reference</u>	O	>1	1
175	SR	<u>Advertising Schedule Requested</u>	O	1	1
		LOOP ID-SAC			21
180	SAC	<u>Service, Promotion, Allowance, or Charge Informati</u>	O	1	21
190	TXI	<u>Tax Information</u>	O	10	21
		LOOP ID-SLN			21
		Loop Repeat-1000			21

200	SLN	<u>Subline Item Detail</u>	O	1	21
210	REF	<u>Reference Numbers</u>	O	>1	21
220	PID	<u>Product/Item Description</u>	O	1000	21
230	SAC	<u>Service, Promotion, Allowance, or Charge Informati</u>	O	25	21
235	TC2	<u>Commodity</u>	O	2	21
		LOOP ID-N1			21
		Loop Repeat-200			21
240	N1	<u>Name</u>	O	1	21
250	N2	<u>Additional Name Information</u>	O	2	21
260	N3	<u>Address Information</u>	O	2	21
270	N4	<u>Geographic Location</u>	O	1	21
280	REF	<u>Reference Numbers</u>	O	12	21
290	PER	<u>Administrative Communications Contact</u>	O	3	21
		LOOP ID-LM			21
		Loop Repeat-10			21
300	LM	<u>Code Source Information</u>	O	1	21
310	LQ	<u>Industry Code</u>	M	100	21
		TABLE 3			
010	TDS	<u>Total Monetary Value Summary</u>	M	1	
020	TXI	<u>Tax Information</u>	O	10	
030	CAD	<u>Carrier Detail</u>	O	1	
		LOOP ID-SAC			1
		Loop Repeat-25			1
040	SAC	<u>Service, Promotion, Allowance, or Charge Informati</u>	O	1	1
050	TXI	<u>Tax Information</u>	O	10	1
060	ISS	<u>Invoice Shipment Summary</u>	O	5	
070	CTT	<u>Transaction Totals</u>	M	1	
080	SE	<u>Transaction Set Trailer</u>	M	1	

Notes

SUBJ: SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS

CONTRACTOR'S GUIDE FOR GUANTANAMO BAY
 (Original written and published by ROICC GITMO, updated annually)
 adapted for contract use by
 Naval Station Guantanamo Bay Supply Department

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SECTION 01011

SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS

CAUTION!! Users of this guide preparing statements of work or contract-related documents are cautioned to carefully review each paragraph used to ensure accuracy and current information provided; especially with regard to listed rates.

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SECTION 01011

SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS

PART 1 GENERAL

1.1 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

1.1.1 SD-18, Records

a. Entry approval for employees G

1.2 INFORMATIONAL DATA

1.2.1 Work Force

Due to the sensitive locale of the U. S. Naval Base, Guantanamo Bay, Cuba, foreign nationals from dissident political areas may be excluded and denied entry approval. In general, foreign nationals may be used. The Contractor agrees to dismiss from the site, when directed by the Contracting Officer's Representative, any individual whose continued employment is deemed to be contrary to the public interest, or is inconsistent with the best interests of national security.

1.2.1.1 Jamaica Hire

Jamaican non-US citizens may be hired by the Contractor through the base Human Resources Office, working through the Jamaican Labor Ministry. Wages and working conditions shall conform to base regulations. Jamaican non-U. S. citizens may be hired at the Contractor's expense; cost of recruitment is presently \$35.00 plus the current round trip fare from Kingston, Jamaica. The Government assumes no liability for providing a work force from this source; and, lack of such work force shall not be a basis of claim for additional payment or extension of contract time.

1.2.1.2 Entry Approval

No employee or representative of the Contractor will be admitted to the U. S. Naval Base, Guantanamo Bay, Cuba without prior entry approval. The background of Contractor personnel will be screened prior to entry to the U. S. Naval Base, Guantanamo Bay, Cuba. The Contractor shall submit to the Contracting Officer's Representative the full name, date and place of birth, and Social Security number of such persons. This information shall be received by the Contracting Officer's Representative 10 calendar days prior to the scheduled or desired arrival at the Naval Base.

1.2.1.3 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display such identification as may be approved and directed by the Contracting Officer's Representative. Employees may be fingerprinted prior to employment as a condition of entry onto the Naval Base. Prescribed Government identification cards shall be immediately delivered to the Contracting Officer for cancellation upon release of any employee.

SUBJ: SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS**1.2.1.4. Waiver for Workers' Compensation**

In addition to "FAR 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas," the Department of Labor has granted a waiver of the requirement to provide Defense Base Act coverage for Guantanamo Bay, Cuba. The waiver applies to all employees except the following:

- (1) Employees hired in the United States;
- (2) Employees who are residents of the United States; and
- (3) Employees who are citizens of the United States.

For employees for which Defense Base Act coverage has been waived, worker's compensation coverage shall be provided in accordance with the local law of the country of which such countries may require insurance coverage, may involve a self-insurance system, or may be a Government-operated system. It is the responsibility of the Contractor to research the local laws of countries from which it hires nationals. The Contractor is also responsible for taking necessary steps to implement the required worker's compensation coverage. If the Contractor hires employees from a country which does not have a worker's compensation system or from a country for which the country's worker's compensation system has no extraterritorial effect and does not apply for work accomplished in Guantanamo Bay, Cuba, then the Contractor will not be required to provide worker's compensation coverage for employees from such countries.

1.2.1.5 Local Labor

Proselytizing of labor, that is the hiring of Government or Contractor on-base employees by offering higher wages or other amenities, shall not be permitted. Accordingly, labor which the Contractor proposes to use shall be approved by the Contracting Officer's Representative.

1.2.2 Storage of Materials

The Contractor shall store materials only in places where directed. No fire-hazardous materials or flammable liquids shall be stored or otherwise maintained within a building or structure, except as approved, in accordance with the local fire regulations.

1.2.3 Access Roads

The Contractor shall refrain from the use of roads, grounds, or other facilities which have not been specifically authorized for his use.

1.2.4 Availability and Cost of Government Materials and Services

The availability of Government materials, equipment, and services indicated in this specification may vary subject to local supply priority requirements for operations and maintenance of the base. Non-availability will not be considered as an excusable delay under the General Conditions Clause entitled "Changes." The cost of Government materials, equipment, and services reflected in this specification are subject to fluctuation, revision, and adjustment. Changes in rates or prices for goods and services in this and the following paragraphs shall not be used as a basis for a change to the contract. However, should the actual rate required to be paid by the Contractor vary more than 15 percent from that specified, the contract price will be adjusted to reflect the amount by which the rate actually paid varies by more than 15 percent from that specified. Some materials and equipment may be furnished to the Contractor by the Government at current rates subject to 3 days advance notice in writing. Requests shall be made to the Contracting Officer's Representative. Equipment will not be available for long-term rental. Short-term equipment rental (1 to 2 days), one-time hauling service, and one-time crane service may be available if there is no conflict with the Government workload. Government equipment will not be provided without Government operators.

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1.2.5 Ocean Freight

The Contractor shall provide loading of freight and ocean freight, off-loading, and handling as required, based on the following:

a. **Marine Insurance:** Marine insurance, to the extent required, shall be furnished by the Contractor.

b. **Ship Arrival**

(1) No ships or vessels may enter Guantanamo Bay Defense Sea Area except as approved by Commander, US Naval Base, Guantanamo Bay, Cuba. Not less than 48 hours prior to departure of vessel from the port of embarkation, the Contractor shall furnish to the Contracting Officer's Representative the following information:

- (a) Name of vessel.
- (b) Place of registry and registry number.
- (c) Name, nationality, and address of owner.
- (d) Name, nationality, and address of operator.
- (e) Gross tonnage, length, beam, and draft of vessel.
- (f) Nationality and numbers of officers and crew (include crew list).
- (g) Number of passengers (include passenger list).
- (h) Last port of call prior to entry into Guantanamo Bay Naval Defense Sea Area.
- (i) Purpose of visit.
- (j) Proposed date of entry and estimated duration of stay.

(2) Passengers and crew will be subject to Base regulations.

(3) Commercial vessels will be permitted to discharge cargo at cargo docks to the extent that space is available.

c. **Vessels on Contract to Government:** The below listed carrier is available for use by the Contractor. The Contractor is under no obligation to use this carrier and may use others subject to the terms and conditions of this contract and U.S. maritime law.

(1) **Caribe U. S. Agency, Incorporated (Caribe USA)** is the Contractor providing biweekly shipping service to and from Guantanamo Bay. Their mailing address and phone/fax numbers are:

Caribe U. S. Agency, Inc.
Attn: Bill Landerdale
Ph. (305) 553-1565 FAX: (305) 220-1767

Shipping will be from Blount Island, Port of Jacksonville on a biweekly basis. Operationally, bare containers are preferred; however, Caribe USA will maintain a Lift On/Lift Off (LO/LO) system. Caribe USA has

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established a tariff with the FMC. The rates have been filed to reflect no increase to either the U.S. Government or Defense Department Contractors. For additional information regarding rates and sailing schedules please contact:

Gulf Coastal Intermodal

Attn: Gens Mezick
Phone: (334) 433-6070 FAX: (334) 433-6093

(2) Additional barge charter hire will be available under U.S. flag service, offering various configurations of "Deck Layouts" and "Tag Power."

(3) Since these vessels are under Government contract, priority materials for Government agencies may delay receipt of Contractor's equipment and materials. The cost of containerization, shipping, on-loading, and off-loading, is at the Contractor's expense; and arrangements shall be made directly with the shipping company.

(4) The ocean vessel Contractor is subject to change. If a change in Contractor should occur, the Government is not liable for any additional costs which may be incurred by the Contractor for their contract.

d. Cargo Consolidation. Container consolidation of cargo and documentation to Guantanamo Bay is available through:

To be determined. For current information call SKCM Wright at 011-5399-4220

1.2.6 Medical and Dental Services

Medical and dental services available to the Contractor's employees are limited in Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DOD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorders from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. Every reasonable attempt shall be made to prevent personnel with chronic disorders, which may require treatment, such as cardiovascular defects, tuberculosis, mental health problems, and alcoholism, from being sent to Guantanamo Bay. The Contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will be billed at the then current rates. Present rates are \$101.00 for outpatient visit and \$783.00 per day for inpatient status. Emergency dental care and treatment of an urgent nature is available at the Dental Clinic's Hospital Branch at the then current rate; the present rate is \$101.00 per visit.

1.2.7 Post Exchange and Commissary Privileges and Recreation Facilities

Post exchange and commissary privileges and recreation facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

1.2.8 On-Base Transportation

The Contractor shall provide necessary personnel, vehicles, and equipment required for on-base vehicular transportation, and shall bear the cost of required fuel, oil, lubricants, and maintenance therefor. The vehicles shall be operated only by Contractor's employees who possess a valid US Government motor vehicle operator's identification card; and vehicular registration will be provided without cost to the Government. Comply with traffic safety program set forth in OPNAV Instruction 5100.12.

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1.2.9 Laundry and Dry Cleaning

The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents of Contractor personnel at current rates as set forth by the Navy Exchange, Guantanamo Bay, Cuba.

1.2.10 Government Utilities

The General Conditions Clause entitled "Availability and Use of Utility Services" applies. Water and electricity will be available at designated outlets at the prevailing Government rates. Power usage in living spaces and office and shop areas will be metered by meter furnished, installed by and at the expense of the Contractor. Electrical usage for work operations in and around site work areas and water consumption will be billed on basis of equitable, mutually agreed upon estimates established prior to start of work, or by Government-furnished meters if agreement cannot be reached. The meters furnished shall be sealed and tagged to indicate last calibration date and name of the person performing the calibration. The Government reserves the right to require the recalibration of the meters if erroneous readings are suspected. Current rates are as follows:

Electricity - \$141.21 per thousand kWh
 Water - \$ 10.26 per thousand gallons
 Sewage - \$.48 per thousand gallons

1.2.11 Refuse Collection

Refuse containers will be furnished and serviced by the Government at living quarters and office and shop spaces at the Contractor's request. Refuse collection service is mandatory. Contractors are required to meet base regulations concerning collection and disposal of refuse. Pickup is scheduled and charged based on volume of the dumpster, not necessarily the volume of refuse. Only refuse deposited in the Government-furnished containers will be collected. This service does not include articles left outside of the containers. This service will not be available for construction or demolition sites. The current rate is \$1.51 per cubic yard.

1.2.12 Transportation of Personnel

a. Air travel to and from the base is limited, with demand often far in excess of supply.

Specifically:

(1) Official travel, as verified by the Contracting Officer's Representative, to Kingston, Jamaica or Norfolk, Virginia is at the Contractor's expense and passage will be in reserved seats.

(2) Official travel, as verified by the Contracting Officer's Representative, to Puerto Rico is also at the Contractor's expense, but no reservation can be given; seating will be offered only at flight departure time, if empty seating is available.

(3) Travel for other than official business is authorized only to Kingston, Jamaica; Norfolk, Virginia; or Jacksonville, Florida, and is at the expense of the individual traveler. Seating is not reserved, but will be offered on a first-come-first-served basis. Current tariff rates (subject to change) are as follows:

Plane Fares to Guantanamo Bay, Cuba (Rates effective Oct '96; established annually by HQ AMC, Scott AFB.)

From Norfolk, Virginia	\$398.00 Round Trip
From Kingston, Jamaica	\$210.00 Round Trip

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From Jacksonville, Florida

\$574.00 Round Trip

(4) Emergency leave travel for verified personal emergencies such as death or serious illness of a family member will be authorized to any destination on the next available flight, also chargeable to the Contractor at the international tariff rate.

Due to heavy traffic out of Norfolk and to prevent "bumping" of space available military, the Base Passenger Transportation Office, Guantanamo Bay recommends Contractors use Kingston route into Guantanamo Bay. Flights are every Tuesday, however, schedules into Kingston are such that passengers will have to leave the Continental United States (CONUS) the day before to make the 12 a.m. reporting time in Kingston on day of flight.

1.2.13 Food Facilities

Contractor personnel may eat at the Flag Ship Mess at Gold Hill if the project is main side, at the Enlisted Mess at Leeward Point if the project is at Leeward Point, at the Navy exchange food outlets, or at other open food service facilities on a cash basis at current prices.

1.2.14 Petroleum Products

a. Sales: Sales of petroleum products shall be made from Naval Station Supply Department Stocks under special deposit procedures based on prevailing stock ledger prices. Current major petroleum product prices are as follows:

Motor Gasoline (MOGAS)	\$.74 per gallon
Jet Fuel (JP-5)	\$.79 per gallon
Diesel Oil (DFM)	\$.74 per gallon

b. Computation of Price: The price to the Contractor for petroleum products will be computed as follows:

The standard stock ledger price plus a 2 percent surcharge.

c. Bulk Fuels: Only bulk fuels are available. Deliveries can be arranged through the Fuel Department of the Naval Station Supply Department for tanker delivery to your equipment or dry tank. Regular filling station pumps at the Navy exchange service station may be utilized by paying the current price at time of purchase.

1.2.15 Purchases From the Government

a. Sale of Government Supplies: Provisions and camp supplies other than petroleum products will be sold to the Contractor from Naval Station Supply Department Stocks under special deposit procedures in compliance with Paragraph 26046, 2d and 3, BuS&A Manual. Miscellaneous construction materials may be sold to the Contractor under the same procedure if such sales are not detrimental to the Naval Station Supply Department stock position as determined by the Naval Station Supply Officer. Materials other than petroleum products will be issued as required, during normal working hours. Current instructions provide for the selling prices to be computed as follows:

b. Computation of Price:

(1) The price to the Contractor for general supplies will be computed as follows:

The standard stock ledger price plus a 20 percent surcharge.

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(1) The price to the Contractor for provisions will be computed as follows:

The standard stock ledger price plus a 16 percent surcharge.

c. **Payment for Purchases From the Government:** Invoices covering sales of equipment and materials specified will be charged to a special deposit account, to be established by the Contractor in advance. The Contractor is required to provide a cash deposit only to the Naval Station Comptroller prior to incurring charges. The Contractor shall maintain a minimum balance in this account equal to two times the anticipated monthly expenditures or \$200, whichever is greater. The Contractor shall comply with directives governing special deposit accounts as established by the Comptroller, U.S. Naval Base, Guantanamo Bay, Cuba. Failure to settle accounts due promptly will jeopardize the availability of goods and services. The Government is entitled to withhold special deposit account arrangements from progress payments.

1.2.16 Private Aircraft

Prior to making shipment of cargo or personnel by private aircraft, the Contractor shall have on record with the Naval Air Station Operations Officer a valid facilities license. Further, at least 7 working days prior to each such shipment, the Contractor shall notify the Contracting Officer's Representative of his intentions so that appropriate area and flight clearances may be obtained.

1.2.17 Contractor Debts

The Contractor shall be liable for debts to the Government incurred by his employees for personal services at Guantanamo Bay, Cuba, including but not limited to private telephone service, medical and dental services, and W.T. Sampson School expenses. If an employee departs the Guantanamo Bay Naval Base without liquidating his debts, sufficient funds to cover this type of obligation will be withheld from Contractor payments until the debts are paid.

1.2.18 Energy Conservation

The Contractor shall observe the Base Energy Conservation Regulation, COMNAVBASEGTMO Instruction 11300.3 series. It is mandatory that the Contractor obtain a copy of this instruction and post it in a conspicuous location for the Contractor's employees to read. Copies of the instructions are available from the ROICC office. Ensure that employees comply with these regulations at all times. It is suggested that an employee be appointed as energy monitor by the Contractor for buildings under the jurisdiction of the Contractor.

1.2.19 Drug Abuse by Contract Employees

The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personnel possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken

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to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations issued by the commander of the military installation.

1.2.20 Available Living Quarters

1.2.20.1 Employee Berthing

Except for allowed family housing, unaccompanied, non-supervisory employees shall be berthed at the "Casa Del Mar" floating lodge facility located at North Corinaso Cove. The floating lodge facility is operated, under lease, by a private contractor, Kellogg Plant Services, Inc. (KPSI).

NOTE: Plans are being made to replace the "Casa Del Mar" floating lodge facility and berth unaccompanied contract workers in Building 1661, also known as Gold Hill Towers "C" wing by July 1997. Accommodations and room rates for the building have not been decided. Contractors using these facilities will be given due notice before changes occur.

a. Rates for the floating lodge facility depending on total occupancy are as follows:

	PER PERSON PER DAY
(1) <u>Laborer's room</u> . Two people per room with four people sharing a central bathroom.	\$13.07

Only when space is available modules may be reconfigured for:

	PER PERSON PER DAY
(2) <u>Journeyman's room</u> . One person per room with two people sharing a central bathroom	\$24.97

	PER PERSON PER DAY
(3) <u>Manager's Suite</u> . Sitting room, double bedroom, dinette, and central bathroom	\$31.21

b. Agreement: Contractors shall be required to execute a Contractor Lodging Agreement with KPSI, prior to berthing of any employees on the floating lodge facility. A full text of this agreement may be obtained from KPSI; contact the "Casa Del Mar" manager, Mr. Alfredo Seng, (Guantanamo Bay) at (011) 3399-4055. Excepted insurance provisions of this Contractor Lodging Agreement are as follows:

c. Insurance: During the term of this agreement or any renewal or extension thereof, Contractor shall provide and keep in force at his own expense the following insurance:

(1) Workers' Compensation with extension of coverage for Jones Act and USL&H by endorsement providing full maritime liability, in compliance with the applicable statutes and employers liability in the amount of not less than \$500,000 per occurrence. Such insurance shall contain a waiver of subrogation in favor of KPSI.

(2) Comprehensive general liability, extended to cover personal injury and contractual liability, with a minimum limit of \$500,000 per occurrence for bodily injury and property damage. Such insurance shall name KPSI as additional insureds and contain a waiver of subrogation in favor of KPSI.

(3) Certificates of insurance evidencing the above shall be delivered to KPSI prior to occupancy, and the certificates shall state that no material change or cancellation of coverage will be affected without 30 days' notice to KPSI.

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d. **Food Service:** Employees may eat at the "Casa Del Mar," as arranged, and at rates to be published by KPSI. Food facilities will serve food suited for Indian and Filipino laborers. The service will be expanded to include other nationalities based on a surveyed volume of demand by Contractors prior to initial occupancy on the floating lodge facility. Food will be provided on a contract basis at an estimated rate of \$8.75 per person per day. This rate shall be subject to change every 90 days.

1.7.20.3 Contractor Family/Management Quarters

The Government has designated the housing units at Granadillo Circle and Granadillo Point as Contractor Housing. These units are reserved for use by management/supervisory personnel only. For this contract, the Government will provide one (1) unit for use by the successful bidder. Family size is limited to four (4) dependents. Issuance of these units is controlled by Public Works Department, Facilities Management and Engineering Division (FMED), Building 804, (Contact: extension 4666). A "Contractor Housing Occupant Manual" is provided for information. The manual is not part of this contract. Units are not metered and utilities will be charged at a rate of \$461.43 per month for water and electricity regardless of occupancy. On contract completion the dwelling units will be returned in a restored or original condition.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

Central Contractor Registration (CCR) Application

Call 1-888-227-2423 for help on filling out the registration form. This form will facilitate registration on-line at our web site at <http://www.acq.osd.mil/ec>. ALL fields on pages 1 and 2 are required unless otherwise noted. Be sure to keep a copy of the completed form for your records.

GENERAL INFORMATION

DUNS number¹ _____ + _____ CAGE Code for address below (OPTIONAL)² _____
 Plus Four (if applicable)

US Federal TIN³ _____ OR _____
 Employer Identification Number (EIN) Social Security Number (SSN)

Legal Business Name (Company or Individual Name - Must match TIN) _____
 Doing Business As (if applicable) _____

Street Address _____

Street Address _____

City _____ State _____ Zip or Postal Code _____ Country _____
 County Name (OPTIONAL) _____

Division Name (if applicable) _____ Division Number (if applicable) _____
 Date Business Started _____ Accounting Period _____ Average # of _____ Average Annual Revenue _____
 (month/day/year) Closes (month/day) Employees (use 3 year average) \$ _____ .00

TYPE OF BUSINESS

- Corporate Status: (select only one)
- Sole Proprietorship
 - Partnership
 - Corporation (Indicate where incorporated: State _____ OR Country _____)
 - Corporation providing medical & health care services
 - Hospital or extended care facility exempt from taxation

Check all that apply to your company (At least one must be checked)

<input type="checkbox"/> Tribal government	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> 8(a) Program Participant	<input type="checkbox"/> Minority owned
<input type="checkbox"/> Research Institute	<input type="checkbox"/> Municipality	<input type="checkbox"/> Service Location	<input type="checkbox"/> Woman owned
<input type="checkbox"/> Sheltered workshop	<input type="checkbox"/> Emerging Business / Other	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Small Disadvantaged Business
<input type="checkbox"/> Nonprofit Institution	<input type="checkbox"/> unlisted type	<input type="checkbox"/> Surplus dealer	<input type="checkbox"/> Veteran owned
<input type="checkbox"/> Historically Black College/University	<input type="checkbox"/> Construction firm	<input type="checkbox"/> Subgroup	<input type="checkbox"/> American Indian owned
<input type="checkbox"/> Foreign Supplier	<input type="checkbox"/> Federal, State, County, or City Facility	<input type="checkbox"/> Labor Surplus Area Firm	<input type="checkbox"/> Limited Liability Company
		<input type="checkbox"/> S Corporation	

GOODS & SERVICES

List all SIC codes⁴ that identify your company's specific industry (at least one code must be entered; codes are either 4 or 8 numeric digits): _____

FINANCIAL INFORMATION FOR CONTRACT PAYMENT

¹ Data Universal Numbering System - Call Dun & Bradstreet at 1-800-333-0505 or 1-703-824-8383 if unsure.
² Commercial and Government Entity Code - If you do not have a CAGE Code, one will be assigned to you, call DLSC-Defense Logistics Service Center at 1-888-352-9333 if unsure.
³ Taxpayer Identification Number - Call the IRS at 1-800-829-1040 if unsure. 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)).
⁴ Contact your regional PTAC - Procurement Technical Assistance Center to determine your SIC-Standard Industrial Classification codes. Call 1-703-767-1650 to locate your regional PTAC.

EFT - Electronic Funds Transfer (call your Financial Institution for assistance)

Financial Institution Name _____ American Bank Association (ABA) Routing/Transit ID # _____

Account Number _____ Type of Account: Checking
 Savings

Lockbox Number (if applicable): _____

Authorization Date: ___/___/___ (EFT info is valid as of this date. If blank, defaults to date of application.)
(month/day/year)

ACH (Automated Clearing House) Coordinator for Financial Institution
Minimum of one of the following four must be entered: (Note: ACH format will be Corporate Trade Exchange (CTX))

() _____ - _____ () _____ - _____
1. Phone Number 2. Int'l phone # (if applicable) 3. Fax Number 4. Email (if available)

Registrant's Accounts Receivable Point of Contact Information: Name _____

() _____ - _____ () _____ - _____
1. Phone Number 2. Int'l phone # (if applicable) 3. Fax Number (Optional) 4. Email (if available)

Remittance Address for payment statement
Check here to use same address as business address on Page 1 , otherwise, fill out information below:

Remittance Name _____
Street Address _____
Street Address _____
City _____ State _____ Zip or Postal Code _____ Country _____

REGISTRATION ACKNOWLEDGMENT

I hereby acknowledge that the information provided is current, accurate, and complete as of the date of this submission.

Print Name _____ Telephone Number () _____ - _____ Date (month/day/year) ___/___/___

I prefer to receive CCR correspondence through: (select only one)
 Fax, my fax # is: () _____ - _____
 Email, my email address is: _____
 Mail, send correspondence to the business address listed on the Page 1

Who else (point of contact) can we contact to answer questions on this form? (If blank, defaults to Registration Acknowledgment Name)
Name: _____ Telephone #: () _____ - _____

Thank you for your cooperation.