

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

REQUISITION NUMBER

PAGE 1 OF

218

CONTRACT NUMBER

OFFEROR'S OFFICE

ORDER NUMBER

SOLICITATION NUMBER

SP0300-98-R-4048

ISSUE DATE

July 16, 1998

7 FOR SOLICITATION INFORMATION CALL

NAME

ANDREA MAXWELL/ANN S. NOVICK

TELEPHONE NUMBER (NO CARRY OVER)

(215) 737-2980/4273

OFFER DISC. LOCAL TIME

See Page 3

9 ISSUED BY

CODE

10 THIS ACQUISITION IS

- UNRESTRICTED
- SET ASIDE
- SMALL BUSINESS
- SMALL DISADV. BUSINESS
- S.A.
- SIC
- SIZE STANDARD

11 DELIVERY FOR FDE DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12 THIS CONTRACT IS A RATED ORDER UNDER DPAS '15 CFR 700

13 RATING

N/A

14 THIS ACQUISITION IS

REC

WE

OTH

15 DELIVER TO

CODE

16 ADMINISTERED BY

CODE

17 CONTRACTOR OFFICE

CODE

FACILITY CODE

18a PAYMENT WILL BE MADE

CODE

TELEPHONE NO

17b ENTER IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

SEE ADDENDUM

19 ITEM NO

20 SCHEDULE OF SUPPLIES/SERVICES

21 QUANTITY

22 UNIT

23 UNIT PRICE

24 AMOUNT

SUBSISTENCE PRIME VENDOR SUPPORT FOR
 MILITARY AND OTHER FEDERALLY FUNDED
 CUSTOMERS OF THE STATES OF ALABAMA
 AND FLORIDA PANHANDLE (ZONE 1) AND
 GEORGIA (ZONE 2)

Attach Additional Sheets as Necessary

25 ACCOUNTING AND APPROPRIATION DATA

26 TOTAL AWARD AMOUNT (do not use 00)

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212.1, 52 212.4, FAR 52 212.3 AND 52 212.5 ARE ATTACHED. ADDENDA

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 HEREIN AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

COPIES

29 AWARD OF CONTRACT REFERENCE

OFFER

DATED YOUR OFFER ON SOLICITATION BLOCK 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 OFFICE CODE

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED

INSPECTED

ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33a BNP NUMBER

34 VOUCHER NUMBER

35 AMOUNT VERIFIED CORRECTNESS

PARTIAL FINAL

36 PAYMENT

COMPLETE

PARTIAL

FINAL

37 CHECK NUMBER

32b SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c DATE SIGNED

38 SR ACCOUNT NUMBER

39 SR VOUCHER NUMBER

40 PAGE

41b I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41a SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c DATE SIGNED

42a RECEIVED BY (Print)

42b RECEIVED AT (Location)

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

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.

GME No. 90000 0100
Expires 09 30 96

CONTINUATION OF THE BLOCKS ON PAGE 1(SF 1449)

BLOCK 8 (continued):

Offer due date/local time : 09 September 1998
3:00 p.m. Local Philadelphia Time

Block 9 (continued):

- **Send Mailed Offer to:**
Defense Supply Center Philadelphia
Post Office Box 60533
Philadelphia, PA 19145-0533
- **Deliver Handcarried Offer, Including Delivery by Commercial Carrier**
to:
Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 12, 1st Floor, Wing E
2800 South 20th Street
Philadelphia, PA 19145
- **All offers/modifications/withdrawals must be plainly marked on the outermost envelope with the solicitation number, closing date, and time set for the receipt of offers.**

All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "handcarries" the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time.

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

- **Transmit Facsimile Revisions to Offers To: 215-737-9300,9301,9302,or 9303.**
- **NOTE. FACSIMILE OFFERS ARE NOT ACCEPTABLE**

Block 17a. (continued).

Offerors Specify fax number (s): _____

Block 17b. (continued)

Offerors shall indicate below the address to which payment should be mailed, if such address is different from that shown by the Offeror in Block 17a. of SF 1449, Solicitation/Contract/Order for Commercial Items:

Blocks 19-24 (continued):

See Attachments starting on page 187

TABLE OF CONTENTS

SUPPLIES / SERVICES AND PRICES

1:	General Information	Page 11
2:	Current Customers	Page 12
3:	Items	Page 17
4:	Pricing and Definitions	Page 17
5:	Backup Prime Vendors	Page 20
6:	Award Details	Page 21
7:	Estimated Dollar Value (Min/Max)	Page 21
8:	Options	Page 22
9:	Non-Competition	Page 23
10:	Fresh Fruit & Vegetables	Page 23
11:	Market Ready Item	Page 23
12:	Related Non-Food Items	Page 24
13:	Music Items	Page 24
14:	Mandatory Items - Food	Page 26
15:	Mandatory Items Non-Food	Page 27
16:	Rebates/Discounts	Page 27
17:	National Allowance Program	Page 29
18:	Food Shows	Page 31
19:	Customer Service	Page 32
20:	New Items	Page 33
21:	Additional Customers	Page 33

DESCRIPTIONS/SPECIFICATIONS

1:	Defense Appropriation Act	Page 34
2:	Ordering System/EDI Information	Page 35
3:	Order Placement	Page 36
4:	Date Change Requirement "Year 2000"	Page 37
5:	Product Quality	Page 38
6:	Quality Program	Page 40

7:	Warehouse and Sanitation	Page 41
8:	Product Sanitation	Page 41
9:	Pest Management Program	Page 41
10:	Contractor Product Description	Page 42
11:	Prime Vendor Site Mangement	Page 43
12:	HACCP Program	Page 43
13:	Juice & Drink Dispensers	Page 44

PACKAGING AND MARKING

1:	Packaging, Packing and Labeling	Page 46
2:	Markings	Page 47

INSPECTION AND ACCEPTANCE

1:	Inspection and Acceptance	Page 48
2:	Warranties	Page 48
3:	Acceptance Requirement	Page 49
4:	Rejection Procedures	Page 49

DELIVERIES AND PERFORMANCE

1:	Indefinite Quantity Contract	Page 51
2:	Item Availability	Page 51
3:	Point of Delivery	Page 51
4:	Fill-rate/Substitutions	Page 52
5:	Holidays	Page 53
6:	Surge/Mobilization	Page 54
7:	Emergency Orders	Page 55
8:	Returns	Page 55
9:	Short Shipments	Page 56

CONTRACT ADMINISTRATION DATA

1:	Contracting Authority	Page 57
2:	Invoicing	Page 57
3:	Payments	Page 59
4:	Administration	Page 59

SPECIAL CONTRACT REQUIREMENTS

1:	Notice to Offerors	Page 60
2:	Management Reports	Page 60
3:	Catalog Order Guide	Page 63
4:	Transition Period/Implementation	Page 63
5:	Customer Support	Page 64
6:	DLA Mentoring Business Agreement	Page 64

**CONTRACT CLAUSES, REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

Clauses Are Listed in Numerical Order

52.208-9	Contractor Use of Mandatory Sources of Supply (Mar 1996)	Page 103
52.209-9P04	Certification or Disclosures of Debarred or Suspended Subcontractors, Suppliers, or Individuals (Jan 1992) DSCP	Page 104
52.209-9P06	Responsibility of Offeror (Jan 1992) DSCP	Page 105
52.211-9P36	FDA Compliance (Jan 1992) DSCP	Page 106
52.211-9P38	Place of Performance (Jan 1992) DSCP	Page 106
52.212-1	Instructions to Offerors-Commercial Items	Page 67

SOLICITATION NUMBER: SP0300-98-R-4048 Page 8 of 218
Alabama/Fla. Panhandle and Georgia Zones - Southeast Region

52.212-2	Evaluation - Commercial Items	Page 75
52.212-3	Offeror Representations and Certifications - Commercial Items	Page 79
52.212-4	Contract Terms and Conditions— Commercial Items	Page 85
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive— Commercial Items.	Page 96
52.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (MAR 1998) DFARS	Page 100
52.212-9000	Mandatory Provisions and Clauses - Commercial Items (JUN 1997) DLAD	Page 102
52.215-6	Place of Performance (Oct 1997)	Page 107
52.215-9002	Socioeconomic Proposal (Mar 1996)	Page 107
52.215-9003	Socioeconomic Support Evaluation (OCT1996) DLAD	Page 108
52.215-9P09	Pre-proposal Conference (Jan 1992) DSCP Alternate I (Jul 1997)	Page 109
52.216-9P04	Responsibility for Administration of Delivery Order(s) Aug 1992 DSCP	Page 110

52.217-9P12	Option for Indefinite-Delivery, Indefinite Quantity Contract Term Extension (Jan 1992) DSCP	Page 110
52.217-9P13	Evaluation of Options—Source Selection for an Indefinite-Delivery, Indefinite Quantity Contract (Jan 1992)DSCP	Page 112
52.217-9P16	Effective Period of Contract - Indefinite Delivery Contract (Jan 1992) DSCP	Page 112
52.219-9002	DLA Mentoring Business Agreements (MBA) Program (May 1996) DLAD	Page 112
52.219-9003	DLA Mentoring Business Agreements (MBA) Performance (May 1996) DLAD	Page 113
52.225-9P08	Preference for Certain Domestic Commodities (Nov 1996)	Page 113
52.232-33	Mandatory Information for Electronic Funds Transfer Payment (Aug 1996)	Page 114
52.246-9P29	Administrative Cost to the Government in Processing Contract Modifications (Jan 1992) DSCP	Page 118
52.233-9000	Agency Protests (Sep 1996) DLAD	Page 102
52.246-9P31	Sanitary Conditions (Jan 1998) DSCP	Page 118
52.246-9P32	Federal Food, Drug, and Cosmetic Act - Wholesome Meat Act (Jan 1992) DSCP	Page 121

SOLICITATION NUMBER: SP0300-98-R-4048 Page 10 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

52.247-34 F.O.B. Destination (Nov 1991)	Page 122
252.204-7004 Required Central Contractor Registration 252.204-7005 (Mar 1998)	Page 124
252.212-7000 Offeror Representations and Certifications—Commercial Items	Page 99
252.212-7001 Contract Terms and Conditions 252.212-7002 (Mar 1998)DFARS	Page 100

***INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS***

1: General Instructions	Page 127
2: Oral Presentation and Site Visit	Page 128
3: Instructions: Oral Presentations/Site Visits	Page 129
4: Written Technical Requirements	Page 134

EVALUATION FACTORS FOR AWARD

1: Technical Factors	Page 176
2: Business Factors	Page 184

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1: NAPA Holders Listing	Page 187
Attachment 2: STORES EDI Information	Page 203
Attachment 3: SubContracting Plan	Page 213

SUPPLIES / SERVICES AND PRICES

1. GENERAL INFORMATION

The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish Indefinite Quantity Contract(s) to provide subsistence products to the military and other Federally funded customers in the states of Alabama, Florida Panhandle, and Georgia. In addition to the military customers within these states, other non- Department of Defense (DOD) customers will also be supported. An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. (FAR 16.504 (a))

This solicitation is divided into two (2) Zones. The states of Alabama and the Florida Panhandle, is considered as "Zone 1". The dividing geographic line for the Florida panhandle will be the Apalachicola River. All military bases and federally funded customers to the West of the Apalachicola River will be in Zone 1.

The state of Georgia will be considered as "Zone 2". All military bases and federally funded customers in Georgia will be in Zone 2.

It is the intention to make one Prime Vendor award for each zone; however, the Government reserves the right to make more than one award in each zone.

The Government will not accept any "all or nothing offers". In other words, the Government will not entertain a single offer for both zones within this solicitation.

2. *Current Customers*

A. Zone 1: ALABAMA/FLA. PANHANDLE

<u>Installation</u>	<u>Service</u>	<u>Approximate Dollar Value</u>
<u>FT RUCKER</u>	Army	\$ 961,480.00
Supply and Services Division Ft. Rucker, AL 36362		
Lyster Medical Center Nutrition Care Division Ft. Rucker, AL 36362		
<u>FT MCCLELLAN*</u>	Army	\$ 3,311,730.00
Ft. McClellan, AL 36205-5000		
MEDDAC Hospital Ft. McClellan, AL 36205-8083 *Location to be closed approximately December 1999.		
<u>REDSTONE ARSENAL</u>	Army	\$ 830,950.00
TISA Redstone Arsenal Redstone Arsenal, AL 35898-5335		
Fox Army Community Hospital Redstone Arsenal, AL 35809		
<u>TYNDALL AFB</u>	Air Force	\$ 635,840.00
Commissary Management Support Office Tyndall AFB, FL 32403-6290		

Prime Ribs Training Site
Tyndall AFB, FL 32403-8504

Child Development Center
Tyndall AFB, FL 32403-5717

Dining Facility
Building 1609
Tyndall AFB, FL 32403-5717

Hospital Dining Facility
Tyndall AFB, FL 32403-5612

EGLIN AFB Air Force \$ 1,050,985.00

Hospital Dining Facility
Eglin AFB, FL 32542-1282

Duke Field Dining Facility
Eglin AFB, FL 32542-6644

Troop Support
Building 884
Eglin AFB, FL 32542

Oasis Flighttime Dining Facility
Eglin AFB, FL 32542

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

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

SOLICITATION NUMBER: SP0300-98-R-4048 Page 14 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

MAXWELL AFB Air Force **\$ 976,386.00**

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

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

Hospital Dining Facility
Maxwell AFB, AL 36112-6219

Federal Prison Camp
Maxwell AFB, AL 36112

HURLBURT AFB Air Force **\$ 785,940.00**

Oasis Café
Hurlburt Field, FL 32544-5269

PENSACOLA Navy **\$ 2,235,950**

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

NTTC Corry Station
Bldg 1080
Pensacola, FL 32511-5000

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

NAS Pensacola
 Child Development Center
 Pensacola, FL 32508-5217

PANAMA CITY Navy \$ 185,739.00

Naval Coastal System Station
 Panama City, FL 32407-7001

B. Zone 2: GEORGIA

<u>Installation</u>	<u>Service</u>	<u>Approximate Dollar Value</u>
Ft. Gordon TISA Augusta, GA.	Army	\$ 1,405,250.00
Ft. Gordon DDEAMC (Hospital) Augusta, GA.	Army	\$ 693,500.00
Ft. Benning TISA Columbus, GA.	Army	\$ 9,170,625.00
Martin Army Hospital Columbus, GA.	Army	\$ 355,875.00
Robins AFB Wynn Dining Hall Warner Robins, GA.	Air Force	\$ 501,875.00
Robins AFB	Air Force	\$ 63,875.00

Child Development Center
Warner Robins, GA.

Moody AFB Child Development Center Valdosta, GA.	Air Force	\$ 32,850.00
--	-----------	--------------

Moody AFB GA Pines Dining Hall Valdosta GA	Air Force	\$ 505,525.00
--	-----------	---------------

NAS Atlanta Marietta Marietta, GA.	Navy	\$ 93,075.00
---------------------------------------	------	--------------

Ft. Stewart TISA Hinesville, GA.	Army	\$ 4,400,075.00
--	------	-----------------

Ft. Stewart * Winn Army Hospital Hinesville, GA.	Army	\$ 226,300.00
--	------	---------------

* It is unsure at this time whether this customer will
purchase through the DSCP Prime Vendor

MCLB Albany Albany, GA.	Marine	\$ 98,550.00
----------------------------	--------	--------------

NSCS Savannah USS Raven Garden City, Savannah, GA.	Navy	\$ 85,775.00
--	------	--------------

Turner Job Corps Albany, GA.	Job Corp. (Non-DOD)	\$ 616,850.00
---------------------------------	------------------------	---------------

3. **ITEMS**

- A. This contract is for the procurement of Total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, fresh milk, fresh bread, and "branded" Bag in Box Soda. However, the government reserves the right to add these classes of food products after award. If these classes of food products are added, appropriate distribution fees will be negotiated. The government reserves the right to add non-food items such as paper products, cleaning supplies, and small equipment. The offeror will be required to submit distribution fees for non-food items.
- B. The offeror must submit two (2) copies of their most complete and current product listing, including current prices, for all items (food, beverage, and non-food) as part of their business proposal.

4. **PRICING**

- A. Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

Definitions

Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

Delivered Price - The delivered price is defined as the actual last invoice price of a product that the prime vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This is sometimes referred to as "landed cost".

Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the prime vendor's

projected general and administrative, overhead, packaging costs, transportation costs from the prime vendor's distribution point, any other projected expenses associated with the prime vendor function, and anticipated profit. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage. This dollar amount shall remain constant for the complete term of the contract.

- A. The customers listed within this zone are currently using DSCP's ordering system SPVI +, Subsistence Prime Vendor Interpreter Plus. This system allows the customers to order their requirements from the Prime Vendor and Defense Subsistence Office (DSO) for Fresh Fruits and Vegetables. This ordering system will be replaced with the new ordering system, the Subsistence Total Order and Receipt Electronic System (STORES) during the resultant contract. This changeover is expected to take place during the base year.
- B. The Government's ordering system, requires that pricing will be fixed for a certain period of time. Pricing will be at the time of order. These prices will be fixed until delivery provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame pricing will be as of the delivery date.
 1. For example, Orders placed on 1 March will be priced at time of order, if the delivery is required between 2 March and 7 March, inclusive. If delivery is not required until 8 March, or after, the order will be priced with those prices in effect at the time of delivery.
- C. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Friday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI

Transaction Set. This transmission must be received by Friday, 1:30 PM Philadelphia time. See Attachment 2 "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract.

D. Vendors may submit alternate price change submissions (832 updates) However, it should be noted that prices cannot be updated more frequently than weekly. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Thursday.

E. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the Distribution Price Category, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case, whereas if you sell the product by the pound or by the each, the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point. Offerors may utilize the category listing below, or submit their version of food categories. There is an upper limit of fifty (50) categories that one may submit. The Government's food category is listed below. It is highly recommended that this list be utilized. However, deviations will be accepted provided that the additional categories are reasonable and not in excess of the 50 category limit.

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. Bouillon's 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 and Oils
21. Other Semiperishable Items not mentioned above
22. Other Perishable Items not mentioned above
23. Related non-foods
24. MUSIC Items *
(Military Unique Subsistence Item Coordination)

* NOTE: This category must be included in all proposals. The distribution price for MUSIC items should only include those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information is located at paragraph 13 of this section.

5. BACKUP PRIME VENDORS

The offeror (s) which is awarded the prime vendor contract for this zone may become a potential backup supplier for other zones (s) should a prime vendor in an adjacent or nearby zone, in an extremely rare instance, be unable to support one, some, or all of the customers in that assigned zone. Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement/modification to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of

another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

6. AWARD DETAILS

Any award (s) made against solicitation SP0300-98-R-4048 will result in an Indefinite Quantity Contract. One award per zone will be made; however, the government reserves the right to make more than one award per zone.

7. ESTIMATED VALUE / GUARANTEED MINIMUM/MAXIMUM

The estimated dollar value of this total acquisition is \$ 136.775 million inclusive of the four-(4) option years. The breakout between the two zones is as follows:

Zone 1 -	Base Year -	\$ 10,975,000.00
	Option Year 1 -	\$ 9,650,000.00
	Option Year 2 -	\$ 8,300,000.00
	Option Year 3 -	\$ 8,300,000.00
	Option Year 4 -	\$ 8,300,000.00
	TOTAL	\$ 45,525,000.00

Zone 2 -	Base Year -	\$ 18,250,000.00
	Option Year 1 -	\$ 18,250,000.00
	Option Year 2 -	\$ 18,250,000.00
	Option Year 3 -	\$ 18,250,000.00
	Option Year 4 -	\$ 18,250,000.00
	TOTAL	\$ 91,250,000.00

The guaranteed minimum will be ten percent (10%) of the estimated award dollar value per contract period. All offerors must submit the required distribution prices based on the guaranteed minimum of ten percent (10%). However, the government may accept an alternative offer to the 10% minimum.

The government will evaluate the impact of alternative offers for a higher percentage minimum; a ceiling of 50% will be imposed. A decrease in distribution fees is expected with the increase in the guaranteed minimum. It is expected that an increase in the guaranteed minimum will provide reduced distribution prices to the Government. The offeror may only submit one (1) alternate offer. This offer must not be in lieu of the basic proposal that relates to the ten percent (10%) guaranteed minimum. The Government reserves the right not to accept any alternate offer that does not reflect a decrease in distribution fees which meet its expectations. The maximum ceiling will be one hundred and twenty-five percent (125%) of the estimated dollar value per contract period. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling, this alternate ceiling shall be one hundred and fifty percent (150%) of the estimated dollar value per contract period of this acquisition. The maximum ceilings are not negotiable.

8. OPTIONS

- A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful prime vendor 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.
- B. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus 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.

- C. Offerors are reminded, that at any point during the base year, or one of the option years that the contract reaches its maximum monetary ceiling of 125% (150% in case of surge/mobilization), the Government reserves the right to exercise the option less than one (1) year after the award date.

9. NON-COMPETITION

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

10. FRESH FRUIT and VEGETABLES

Customers supported under this contract are expected to Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO).

11. 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, after contract award, the ordering activities have a need for Prime Vendor deliveries of some or all of these items, the Contracting Officer and Prime Vendor will determine the availability and establish a mutually agreed upon start-up period and negotiate a distribution price for this service with the Prime Vendor.

12. RELATED NON-FOOD ITEMS

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

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

13. MUSIC ITEMS

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

Advocacy and Resources Corporation
435 Gould Drive
Cookeville, Tennessee 38506
Point of Contact: Ms. Terri Lewis McRae
Executive Director
Phone: 615-432-5981
Fax: 615-432-5987

MUSIC ITEMS:

<u>NSN</u>	<u>ITEM</u>
8910-00-082-5734	Cheese, Cottage, Dehydrated, No. 10 Cn
8910-00-965-1553	Egg Mix, Dehydrated, No. 3 cylinder Cn
8910-01-091-7209	Milk, Nonfat, Dry, 4 Lb Cn
8915-01-004-6676	Potato Mix, Dehydrated, No. 10 Cn
8920-00-165-6868	Flour, Bread, 35 Lb Cn
8925-00-223-5504	Sugar, Granulated, 35 Lb Cn
8925-00-682-6705	Syrup, Imitation, Maple, No. 10 Cn
8935-00-149-1359	Soup, Dehy, Beef, Noodle, No. 2 1/2 Cn
8935-00-753-6422	Soup, Dehy, Chicken, Noodle, No. 2 1/2 Cn
8940-00-131-8693	Dessert Powder, Pudding, Choc., No. 10 Cn
8940-00-131-8761	Dessert Powder, Pudding, Vanilla., No. 10 Cn
8945-00-080-9396	Shortening Compound, Vegetable Oil, 5 Gal Cn
8945-00-616-0081	Salad Oil, 1 gallon Cn
8955-00-286-5372	Coffee, Roasted & Ground, 20 Lb Cn

The current MUSIC contract, SP0300-97-D-1000 establishes the unit prices for each item to each Prime Vendor. The contract provides for orders to be placed by Prime Vendors until July 31, 1998.

In the event the MUSIC contract is not extended or renewed, the Prime Vendor will be responsible for supplying these items.

In the event that the Prime Vendor places an order for any MUSIC or MANDATORY item and is advised by the supplier that the item is unavailable, immediate notice of the name of the item and the quantity of the order which is unavailable shall be provided to the Contracting Officer responsible for the contract resulting from this solicitation. The Prime Vendor should also immediately contact Customer/DSCP for approval to substitute another item.

14. MANDATORY ITEMS - FOOD

A. The items listed as below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH):

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, No. 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 Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:

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

2. Garlic Powder and Paprika:

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

3. Tea Mix, Instant:

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

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

15. MANDATORY ITEMS - NON FOOD

DSCP is currently working to add Non-Food (Relating to Foodservice) items to its Prime Vendor contracts. Upon this implementation certain items will be require sourcing via NIB/NISH centers/stores. The exact items will be furnished when the program is finalized. It is expected that this program will commence during the base year of this acquisition. The potential new business cannot increase the amount of the contract by more than 25% in total. It should be noted that the 25% new business would also be allowable at the maximum ceiling and the alternate higher ceiling.

16. REBATES / DISCOUNTS

- A. The following instructions for rebates and discounts refer to those which are in addition to NAPA's and Food Show Discounts. As discussed in following sections, all NAPA's and Food Show Rebates must be given in the form of a deviated price.
- B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Governmental organization shall be returned to DSCP or its customers in the form of an up-front price

reduction or lump sum reimbursement. It should be noted that DSCP and their customers prefer up-front price reductions.

- C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the 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 Offeror's" section of this solicitation. The rebates and discounts proposal will be reviewed, and if found acceptable, shall become part of the resulting contract.
- D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This Rebate report shall be a break out of all rebates by manufacturer, then sorted by customer/dining facility. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and moneys due the Government have been properly returned in accordance with the offer.

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

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

C. Under the NAPA Program, Agreement Holders will:

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

2. Offer discounts on the delivered price of the 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 via the 832-catalog transaction.
- E. NAPA's neither obligates the Prime Vendor to carry, or 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.
- F. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then the contractor is required to pass on these savings to the customer.
- G. 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.
 2. The Prime Vendor agrees to acknowledge receipt of 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. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practices. However, DSCP will attempt to facilitate any such disputes.

H. The NAPA Program is for the exclusive use of DSCP customers under the resultant contract.

18. FOOD SHOWS

- A. DSCP actively participates in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it be a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.
- E. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.
- C. Approximately one (1) weeks prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager with the following information:
 - 1. List of brokers/manufacturers attending the Food Show.
 - 2. Map showing the locations of booths.
 - 3. Effective period of the allowances.
 - 4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked.

5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

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

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

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

19. CUSTOMER SERVICE

The Prime Vendor shall treat each and every customer covered under this contract 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.

20. NEW ITEMS

- A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a total of thirty (30) days to source items, obtain stock number from DSCP and add to Vendor Item Catalog via 832 catalog transaction. These items should then become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis.
- B. The successful awardee shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices.

21. ADDITIONAL CUSTOMERS

- A. Additional DoD and non-DoD customers in the solicited areas may be added to the Prime Vendor contract based on mutually agreed upon implementation plan. If a customer is on the border of one of the surrounding states, in an area where, the Prime Vendor in that area does not normally travel, the successful offeror of this contract may be asked to service those customers.
- 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 would 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.
- D. Additional customers are limited to those that receive Federal funding

DESCRIPTIONS / SPECIFICATIONS

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

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food product must 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 to commissary resale items or for the acquisition of those specific items listed as follows:

Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew Nuts
Castor Beans and Oil	Chestnuts
Chile <i>chile</i>	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 year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting Officer will forward a notice to the Prime Vendor as the determination (s) is (are) made.

2. ORDERING SYSTEM

A. The customers listed within this zone are currently using DSCP's ordering system SPVI +, Subsistence Prime Vendor Interpreter Plus. This system allows the customers to order their requirements from the Prime Vendor and Defense Subsistence Office (DSO) for Fresh Fruits and Vegetables. This ordering system will be replaced with the new ordering system Subsistence Total Order and Receipt Electronic Systems (STORES) during the resultant contract. This changeover is expected to take place during the base year.

B. All current customers are operating under SPVI Plus. Future customers may be added that do not have the capability to be under the SPVI+/STORES environment. The offeror shall discuss its alternate methods for these customers to place orders "manually".

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

1. **STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems and translating the orders into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 2 provides additional EDI information.**

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 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

4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.
5. The vendor should have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted two (2) places to the right of the decimal point.
7. Within the 832 transaction, as well as the invoice to the customer, the offeror is required to submit "Item Descriptions" per the Government's format. An example is, "Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

3. ORDER PLACEMENT

A. Customers shall place their orders to accommodate a "skip day" delivery. An order placed on 1 March would have a required delivery day of 3 March. Orders may be placed with a longer lead-time; however the minimum lead-time is "skip day".

B. The Prime Vendor shall advise the customer within 24 hours of receipt of order of the non-availability of an item. If it appears that the

vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute, or advise them of the not in stock position of the item.

C. A substitute item must be of equal or higher technical quality and equal or lower in price.

4. **DATE CHANGE REQUIREMENTS FOR YEAR 2000 AND BEYOND - "YEAR 2000" COMPLIANCE**

A. 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:

1. 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
2. Any hardware, software, and/or firmware (proprietary software), if non-compliant when the contract is awarded, shall be made compliant prior to December 31, 1999; and
3. The Government shall not experience abnormalities with calculations, ordering or any functions associated with ordering, for the Year 2000 and thereafter.
 - a. 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.
 - b. 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.

- c. The Prime Vendor shall ensure that its subcontractors' systems are also "year 2000" compliant.

5. 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, unless specifically authorized by the customer.
- 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 not described by weights (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).**
 - b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, 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 were a 15 lb box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.**
 - c. Equivalent in respect to grade or fabrication.**
- 2. When the STORES cataloging function of matching your part number to a Government NSN or LSN is performed, the item must meet or exceed the Government item description, which includes the Unit of Issue. If the item does not meet the Government description,**

or if there are any new items that the customer requests, then a Local Stock Number (LSN) may be requested.

6. 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. Ensure requirements of 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.**

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.

7. WAREHOUSING AND 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 findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

8. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

B. The following is the Internet Link to VETCOM'S Directory of Sanitarily Approved Food Establishments.

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

9. 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.

10. 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:

1. An "equivalent" items is being offered
2. No specification or standard is referenced in the schedule (i.e. IMPS, Grade A, etc.)
3. The offeror's product deviates from the described specification or standard quoted in the DSCP schedule of items.
4. The requirement is to be filled by the use of a specific "Brand Name" for the term of the contract. In this case, the manufacturer's quote listing the products salient characteristics shall suffice in lieu of a technical description or specifications.

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.

11. PRIME VENDOR SITE MANAGEMENT VISITS

A. The Subsistence Prime Vendor Branch will conduct System 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. The contractor shall arrange all arrangements for visits by DSCP Prime Vendor Personnel to contractors, subcontractors and suppliers.

B. Copies of DSCP Standard Operating Procedures for conducting SMV's are available and will be furnished at the Preproposal Conference and in Amendment 0001.

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

B. USDA - FSIS HACCP 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 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 1997.

13. 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 who will perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.
- D. Any equipment or material furnished by the Prime Vendor shall remain

SOLICITATION NUMBER: SP0300-98-R-4048 Page 45 of 218
Alabama/Fla. Panhandle and Georgia Zones - Southeast Region

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

1. *PACKAGING, PACKING, and LABELING*

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation 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.

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

D. All fresh poultry items will be packed in ice packed cartons or gasflush cartons.

E. All fresh seafood items will be in ice packed cartons.

F. Frozen product must be process and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.

2. 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 all 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 shall 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. Products for individual customers/dining facilities must be segregated. For example, dry product for Ft. Gordon(TISA) installation may not be commingled with product for Ft. Gordon (HOSPITAL). The intention is to provide expeditious off loading and delivery to the customer. Offeror shall also address how the personnel loading and delivering the product will be trained to ensure prompt efficient service to the customer.

INSPECTION AND ACCEPTANCE

1. 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, or the dining facility manager of food service.
- B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.
- C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed by the receiving activity (customer). All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.
- D. The contractor shall attach three (3) copies of the delivery ticket/invoice to the shipment. The receiving official will use the ticket/invoice as the receipt document. 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.

2. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and

do not limit any rights afforded to the Government by Clause 52.212-4 "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

3. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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

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

4. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the 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. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. In the event an item is rejected, delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that their food service requirements

do not go unfulfilled for that day. The re-delivered items will be redelivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

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

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference Call, Clin, and Purchase Order where product was originally ordered. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

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

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

DELIVERIES AND PERFORMANCE

1. TERMS OF INDEFINITE QUANTITY CONTRACT

The duration of the contract(s) for both zones is for a one (1) year period beginning at the first significant SPVI+/STORES order. The current contract(s) for both zones, expire on April 16, 1999. It is expected that the last order(s) will also be April 16, 1999. The first order(s) of Zone 1 and Zone 2 will take place approximately April 19, 1999. The Contractor's start up period will take place prior to the first order on each zone. The contractor shall have a proposed implementation schedule within thirty (30) days after date of award in order to implement a fully functional distribution account, including all EDI transactions, for all customers within their zone covered by this solicitation. This schedule is to be forwarded to the Contracting Officer upon completion. An additional forty-five (45) days will be granted for actual implementation.

2. ITEM AVAILABILITY

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

3. POINT OF DELIVERY

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer location, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. Deliveries shall be scheduled between the hours of 7:00 am and 2:00pm, Monday thru Friday

B. Deliveries shall be made approximately three (3) times per week to each customer, unless less frequent stops are agreed upon by the customer. Certain customers, such as military hospital may require additional deliveries due to such

factors as less storage capacity. Saturday deliveries may occasionally be necessary, as can be agreed upon by the prime vendor and the customer.

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

D. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for medical inspection before proceeding to the assigned delivery point (s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

4. FILL RATE / SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include mispicks, 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: Substitutions must be approved by authorized customer personnel prior to shipment.

C. The contractor will submit a monthly report by customer to the DSCP Account Manager/Contracting Officer with the following information:

1. Fill Rate with out Substitution
2. Fill Rate with Substitution
3. List of all items that were Not in Stock, Returned damaged Mispicks, etc.

4. List all items that were "substitutes" and reason they were substituted.

5. 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 business day, unless otherwise agreed to by the customer.

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

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.

_____	_____
_____	_____

6. SURGE/MOBILIZATION

A. Readiness Plans - Surge/Mobilization

- 1. The capability to handle large increase 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 unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given day (s) notice. The timing of these types of surges will be impossible to anticipate. The absolute ceiling for these surges would be 150% of the estimated dollar value. Pricing constraints for items furnished on this fashion shall be the same as those for routine, non-surge orders.**
- 2. Capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple at any site for a protracted period must also be provided for: offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items, furnished in this fashion shall be the same as those for routine, non-mobilization orders.**
- 3. The Government reserves the right to test the Prime Vendor's Readiness Plan.**
- 4. When units deploy for training exercises outside their zone, their current Prime Vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the Prime Vendor within that zone.**

7. EMERGENCY ORDERS

All emergency order for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. The offeror is required to submit plans for handling emergency orders; as well as what they actually consider an emergency.

8. 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 condition not specified above that is deemed to be valid reasons for return.

9. SHORT SHIPMENTS / SHIPPING ERRORS

- A. Short shipment will be noted by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

CONTRACT ADMINISTRATIVE DATA

1. CONTRACTING AUTHORITY

- A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change, unless ratified by the Contracting Officer.
- 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.

2. INVOICING

- A. 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 invoice/delivery ticket, keep one (1) copy and return Original copy to the vendor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- B. The vendor shall submit two (2) signed copies of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center for payment. At least one (1) of the invoices must be an ORIGINAL, WITH ORIGINAL SIGNATURE. Each invoice shall contain sufficient data for billing purposes. This includes:

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

C. It is *strongly preferred* that there be only (1) invoice per customer facility per delivery. Vendors are discouraged from submitting 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 invoices groups must be sent to DFAS Columbus together.

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 two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

3. PAYMENTS

- A. DFAS Columbus Center 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, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

4. ADMINISTRATION

- A. Administration of the contract will be performed by the DSCP Prime Vendor Office.
- 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 make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the government.

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO OFFERORS

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

2. MANAGEMENT REPORTS

The contractor shall provide the following reports to the DSCP Contracting Officer/Account Manager 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 line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

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

C. Descending Case Volume Purchases - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. pack or size, brand description, quantity, and total dollar value of units

shipped. Dollar amounts will be subtotaled by product category and overall total.

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

E. Product Line Item Not-In-Stock Report - Sorted by date order was placed, line item, number of units ordered, number of units not received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

F. Small Business Subcontracting Report -

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses and women owned small disadvantaged businesses. This should be sorted by manufacturer/supplier and include quantity and dollar value.
2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, historically Black Colleges or Universities and Minority Institutions.

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

H. Fill Rate Report - the fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Misspicks and damaged cases should not be included in this calculation. This report should reflect the rates with and without substitutions. The report should specify fill rates per customer/dining facility and an overall average for the month.

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

J. Rebate Reports -

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

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

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

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

3. *CATALOG ORDER GUIDE*

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

4. *TRANSITION PERIOD / IMPLEMENTATION PLAN*

The contractor shall have a proposed implementation schedule within thirty (30) days after date of award in order to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. This schedule is to be forwarded to the Contracting Officer upon completion. An additional forty-five (45) days will be granted for actual implementation

5. CUSTOMER SUPPORT

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

B. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

6. 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:

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

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

3. CATALOG ORDER GUIDE

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

4. TRANSITION PERIOD / IMPLEMENTATION PLAN

The contractor shall have a proposed implementation schedule within thirty (30) days after date of award in order to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. This schedule is to be forwarded to the Contracting Officer upon completion. An additional forty-five (45) days will be granted for actual implementation

5. CUSTOMER SUPPORT

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

B. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

6. 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 participants(s).
2. Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
3. The number of people employed by the SC/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 governmental 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.

CONTRACT 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.

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.

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

(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>LIMIT</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>SUGGESTED TIME</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

The following applies to both the written portion of the Technical Proposal as well as the Oral Presentation (See Submission Requirements, Technical Proposal Volume I)

- (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 as requested in any of the technical factors 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 sub-element.

- (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 dated 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.

4. Paragraph (c) Period for acceptance of offers.

XX Period of acceptance is 120 days.

5. Paragraph (f), **Late Offers** is changed to read as follows:

Late proposals and revisions. Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals;

There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

It is the only proposal received.

Any modification or revision of a proposalor response to requested information, including any final proposal revision, is subject to the same conditions as indicated above.

Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

SOLICITATION NUMBER: SP0300-98-R-4048 Page 4 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

6. Paragraph (h) Multiple awards.

XX The Government intends to make one award per zone.

Offers may be submitted for quantities less than those specified.

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

In paragraph (i) (1), the address for obtaining the referenced index and the documents in it should read: 470 E. L'Enfant Plaza, etc.

In paragraph (i)(2), the address for obtaining DODISS and documents listed in it should read:

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

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

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

(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*
3. *Quality Assurance*
4. *Socioeconomic Considerations*
5. *Procurement Pricing Plan*
6. *DLA Mentoring Business Agreement (MBA)*

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. Final revised offers 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 will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable 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 15.8. 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. The Government will evaluate offeror's pricing on the items selected from the list of items referenced in the Schedule of Items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. Distribution prices that do not relate to the market basket items will be evaluated for fairness and reasonableness. 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.

(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. (See addendum to Clause 52.212-3)

"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.

(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

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

Addendum to 52.212-s

(a) Definitions- Delete first paragraph referencing "Emerging Small Business".

**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 one copy(1) (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 compliance's.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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

(9) The specification.

ADDENDUM TO 52.212-4

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

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

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

(c) *Changes*.

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

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

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

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

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

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

3. Paragraph (g) Invoice paragraph 7 is changed to read: "Name and address of official and/or financial institution to whom payment is to be sent".

4. 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 DPSC Consumer Safety Officer."

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

(t) *Price Changes*.

(1) Definitions.

- (i) Unit Price - The total price charged to DPSC 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.
- (ii) Delivered Price - The actual invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.

- (iii) **Distribution Price** - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. This distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs, transportation costs and any other expenses.

(2) **Effective Period of Prices.** Pricing will be at the time of order. These prices will be fixed until delivery, provided that the delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date. The offeror warrants that the current delivered prices do not include any allowance for possible future increases. The vendor may not submit its invoices to DFAS Columbus for payment until notified by the customer that all product has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

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

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

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

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

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

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

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

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

NOTE: In conjunction with the above clause, the following should be noted by the contractor:

Variable weight items (such as meat and poultry (roasts, turkey, etc.) and lump sum billing can not be receipted in decimals, e. g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

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

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

6. 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, subsidiaries, or affiliates of the contractor under a common control shall be on the basis of the cost incurred by the transferring organization. When materials or supplies are purchased specifically for the contract, only the actual purchase cost of these materials or supplies should be charged to the contract. When the contractor manufactures the end item, 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 price 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 catalogue, 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 catalogue 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 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:

(Contracting Officer shall check as appropriate.)

- (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 Business Concerns and Small Disadvantaged 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).
- (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) [Reserved]
- (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).
- (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (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.

(Contracting Officer check as appropriate.)

- (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).

**252.212-7000 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 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 the Transportation of Supplies by Sea clause. If 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."

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 1998) DFARS

(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. 301 (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 Payment 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).
- X ____ 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).
- ____ 252.225-7027 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.
- ____ 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 (10U.S.C. 2241 note).

Addendum to 252.212-7000

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

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, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision, on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

52.208-9 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) DPSC**

(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	Organization: (if	Describe association/
Suspended or Debarred	other than offeror)	relationship: (e.g.
Individual(s):		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 intends does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this proposal or quotation.

(b) If the offeror checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than
Offeror or Quoter

_____	_____
_____	_____
_____	_____

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

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

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

disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

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

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

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

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION
(OCT 1996) DLAD

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

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

52.215-9P09 PREPROPOSAL CONFERENCE (JAN 1992) DSCP
ALTERNATE I (JULY 1997)

(a) A pre-proposal 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 Andrea Maxwell at 215-737-2980, (e-mail address: amaxwell@dscp.dla.mil) or the Contracting Officer, Ann S. Novick, at 215-737-4273 (e-mail: anovick@dscp.dla.mil). Both can be reached at fax numbers 215-737-3332 or 7194

(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.

LOCATION: Defense Supply Center Philadelphia Auditorium
Franklin Room
DATE(S): AUGUST 04, 1998
TIME: 9:00 a.m.

(f) Cut-off date for receipt of questions is:
30 JULY 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 DPSC**

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

- (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 one (1) additional one-year period 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 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) ALTERNATE I (MAY 1997) 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.

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (MAY 1996) DLAD

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Businesses, Small Disadvantaged Businesses, and Women-Owned Small Businesses are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also proposed to mentor a Javits-Wagner-O'Day (JWOD) qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors

rather than establishing an acceptable standard. The offeror that indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such entities in receiving better market shares under long term contracts.

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA)
PERFORMANCE (MAY 1996) DLAD

Current or proposed MBA plans submitted by offerors shall become part of this contract upon award. Performance under the MBA plan will be evaluated by the Contracting Officer any may become a consideration prior to option exercise. MBA plan implementation may also become a part of the contractor's past performance record used in future source selection decisions. Prime contractors and their protégés shall meet semi-annually with DLA Contracting Officer representatives to review progress under applicable MBA's.

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

(1) 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 that 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.

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

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

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in

establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or deleted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

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

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

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

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

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers." published by the U.S. Public Health Service. These may serve as

sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the US Public Health Service," Public Health Service Publication No. 229.

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

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

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

(i) Fruits, vegetables and juices thereof

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

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above).

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

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

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the

event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances

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

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

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

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

(2) Prepare and distribute commercial bills of lading;

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

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

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

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

The following clauses are added by reference:

52.219-16 Liquidated Damages - SB Subcontracting Plan (Oct 95)

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

CLAUSE 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 sub-units 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 database. For registration information or assistance, visit the Central Contractors Registration Web site (<http://ccr.edi.disa.mil/>) or call 1-800-334-3414.

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 (ECRCs) listed below, or with support from the Procurement Technical Assistance Centers (PTACs).

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

Palestine ECRC
2000 South Loop 256, Suite 11
Palestine, TX 75801
(903) 729-5570 or 1-888-CCR-2423
Fax (903) 729-7988

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

CCR Registration Assistance Center (CTC)
Johnstown ECRC
1450 Scalp Ave.
Johnstown, PA 15904
(814) 262-2325 or 1-888-CCR-2423
Fax (814) 266-2326

For contractors who only want to renew their CCR registration, the web site is:
[http://ccr.edi.disa.mil.](http://ccr.edi.disa.mil/)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

1. GENERAL INFORMATION

- A. The Government is committed to applying Source Selection contracting as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition processes, quality assurance practices, and reasonable pricing, as well as other factors.
- B. 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 more important the price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes significantly more important. The offeror must clearly 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.
- C. For each factor the agency will make a risk assessment based on information contained in the proposal and other information which has or may derive from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors and/or factors that place the Government at risk.
- D. 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 information.

- E. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract, *except 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, these prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.
- F. Offeror's 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.
- G. 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.

2. ORAL PRESENTATIONS and SITE VISITS

A. What is an "Oral Presentation"?

An oral presentation is a technique, which provides offeror's with an opportunity to present information through verbal means as a substitute for information traditionally, provided in written form under the cover of the offeror's proposal. The oral presentation is not a mere restatement or replication of the 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 evaluators to receive information as to the capability of the offeror, generally demonstrating its

understanding of the work or describing how the work will be performed, directly from the key members of the offeror's team that will actually perform the work.

B. What is a Site Visit?

The purpose of a site visit is to view the offeror's facility (s) and operations to verify what is presented in the Technical Proposal (Oral Presentation and Written Technical Portion).

3. *Instructions for Oral Presentations/Site Visits*

- A. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via an Oral Presentation. The Oral Presentations may be conducted at the offeror's location of business, OR at the Defense Supply Center Philadelphia (DSCP). The location of the Oral Presentation will not be confirmed until five (5) working days after solicitation closing. It is anticipated that the Oral Presentations will begin approximately 10 working days after solicitation closing. NOTE: The location of the Oral Presentation may differ for each zone, as the evaluations will be handled independently.**
- B. The Oral Presentation is to be made 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.**
- C. The Oral Presentation will be video taped. If the location of the Oral Presentation is at DSCP, then DSCP will be responsible for arranging for the videotaping.**
- D. If the Oral Presentation is at the offeror's location the offeror will be required to record the Oral Presentation, as it is presented to the Technical Evaluation Panel. The video recording must be produced using a VHS-format videotape. The offeror will be required to submit a copy of**

the recording to the Contracting Officer within 48 hours of the Oral Presentation. The VHS Tape is to be sent to:

Defense Supply Center Philadelphia
2800 South 20th Street
Philadelphia, PA 19145
Attn.: Ms. Ann S. Novick (215-737-4273)
DSCP-HFVH
Solicitation No. SP0300-98-R-4048

It should be noted that the awardee's oral presentation may be used for future training sessions.

- E. It should also be noted that if the Oral Presentation is held at the offeror's location the DSCP Technical Evaluation Panel may audio tape the presentation for their immediate reference, in addition to the video taping by the offeror.
- F. Offerors will be allotted no more than three (3) hours to present information, (Note: there will only be one (1) Oral Presentation per submission; i.e. if there is any type of joint venture or partnership only one (1) Oral Presentation at the three (3) hour limit will be permitted) as specified below, on the following technical factors:
- a. Corporate Experience/Past Performance
 - b. Distribution System/Capability
 - c. Quality Assurance
 - d. Socioeconomic Considerations
 - e. Procurement Pricing Plan
 - f. DLA Mentoring Business Agreement

F. The Technical Evaluation Panel will NOT ask any questions during the presentation. There will be a break of approximately at the end of the first 1 1/2-hour, then another 20-minute break at the end of the third (3rd) hour. The Question and Answer period will immediately follow the Oral Presentation; this portion will require video taping. During the Question and Answer period, the TEP will ask for any clarifications to the offeror's presentation. The offeror will not be permitted to ask questions of the panel; other than to elicit a better understanding of the TEP's question. If the Oral Presentation is at the location of the offeror a Site Visit will take place upon completion of the Question and Answer session. If the Oral Presentation is at DSCP, the Site Visit may be arranged for a later date. ~~The Oral Presentation, or the Question and Answer session,~~ will not constitute discussions as defined in FAR 15.601 and 15.610.

G. The order in which Oral Presentations occur will be randomly selected, with adjustments to facilitate Government travel plans, if appropriate. Within (5) working days after closing of solicitation, offeror's will be notified of the location and date in which presentations are to be conducted. Offeror's are requested to indicate in the written technical proposal what days would not be convenient for an oral presentation; all attempts will be made to accommodate such scheduling conflicts. Once the date for the Oral Presentation is set, requests for changes in the date will not be entertained. The Oral Presentation dates will begin approximately ten (10) working days after the solicitation closing. It is anticipated that this process will take approximately three (3) to four (4) weeks. Oral Presentation may not be scheduled for consecutive days. Oral Presentations are not subject to FAR 52.212-3(f) "Late Submissions, Modifications, and Withdrawals of Proposals".

- H. 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(f). *The briefing charts may not be altered between the time of the closing and the Oral Presentation.* Any changes to any briefing charts may result in a score of "Poor" for the factor to which the chart applied.
- I. Offerors are reminded that they should not develop overly elaborate Oral Presentations or presentation material, including briefing charts.
- J. *No pricing information, other than that outlined in the Procurement Pricing Factor, shall be included in the Oral Presentation.*
- K. 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.
- L. Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 2 hours and 45 minutes, a 15-minute warning will be given. At the end of the three (3) hours, the offeror will be instructed to end its presentation. 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.
- M. The Question and Answer session will begin approximately 20 minutes after the end of the Oral Presentation. The purpose of the Question and Answer session is for the Technical Evaluation Panel to seek clarification on any point addressed during the Oral Presentation. The TEP *will not* ask any questions during the Oral Presentation. The offeror will not be permitted to ask questions of the TEP during the Question and Answer session. The Oral Presentation, or the Question and Answer session, *will not* constitute discussions as defined in FAR 15.601 and 15.610. DSCP

reserves the right to award without discussions. The Question and Answer session must also be videotaped.

- N. The offeror is required to submit detailed directions/maps to their facility from the closest major airport. If offeror will be utilizing warehouses/facilities that are in addition, or separate from their primary place of business, then separate directions must be submitted for that location. It is also requested that offerors send recommendations and directions of the nearest place of lodging to their warehouse/facilities to accommodate Technical Panel evaluators.
- O. DSCP reserves the right to request all, or parts of the Technical Proposal which was not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.
- P. If the Oral Presentation is held at the offeror's location, the site visit will be conducted immediately following the Oral Presentation Question and Answer session. Note: If an offeror has more than one facility from which product will be shipped, the site visit(s) for the remaining facility(s) may take place starting on the following morning after the Oral Presentation. *A list of all facilities from which product will be shipped must be included in the written proposal.*
- Q. If Oral Presentations are held at DSCP, the site visits may be held at a later time in the evaluation process.

4. The following technical information must be submitted in writing:

1. SF 1449, with original signature
2. Certifications and Representations (Clauses that require a response must be returned); Pages 68-120.
3. List of references and contracts referenced in Paragraph (Past Performance); Pages 131-132.
4. Copies of awards or certifications; Page 132.
5. Information relating to a firm's policies regarding breaking cases and minimum amount/velocity to add product to inventory; Page 135.
6. Fees associated with add-on's and cancellations ;Page 135.
7. Readiness Plan ; Page 136.
8. Sanitary Inspection Reports ; Page 137.
9. Technical Descriptions; Page 139.
10. Signed DLA Mentoring Business Agreement(s) (MBA(S)) which are in place . Page 139.
11. List of all facilities in which product will be shipped ; Page 123.
12. Certification of Distribution Prices; Page 151

13. SocioEconomic Considerations; Page 141.
14. SocioEconomic Subcontracting Plan; Page 227.
15. Organizational Chart; Page 131
16. BRIEFING CHARTS

Submission Requirements
Technical Proposal - Part 1

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

A. CORPORATE EXPERIENCE/PAST PERFORMANCE

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. 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.

1. Corporate Experience

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

- a. The number of years performing as a prime vendor/regular dealer capacity.
- b. Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period.
- c. The total number of customers currently serviced under a prime vendor/regular dealer arrangement.
- d. The average total number of prime vendor/regular dealer orders processed in a week based on the latest yearly reporting period.
- *e. 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 involved will be directly involved in the proposed contract.

2. Past Performance

a. Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years. Specify which contract you consider to be the most successful and explain why. Include problems you have had, along with their resolutions. Address the following information for each of the five (5) contracts:

- * 1. Annual Dollar Value
- * 2. Fill Rate, listed monthly for the most recent 12 months of the contract.
- * 3. Delivery Frequency
- * 4. Length of time that the account has been serviced
- * 5. Point of contact and phone number
- * 6. Problems/Resolutions

- The following will apply if Government contracts are referenced.

- * 7. Contracting Agency
- * 8. Contract Number
- * 9. Contracting Officer and phone number

b. Provide a brief performance record on all of your Federal Government contracts for the last five (5) years. Include problems you have had, along with their resolutions Address the following information for each contract. Note: If you listed a Government contract as one of your Five Highest dollar value you must reiterate the information.

- * 1. Annual Dollar Value
- * 2. Fill Rate, listed monthly for the most recent 12 months of the contract.
- * 3. Delivery Frequency
- * 4. Length of time that the account has been serviced
- * 5. Point of contact and phone number
- * 6. Problems/Resolutions

- * 7. Contracting Agency
- * 8. Contract Number
- * 9. Contracting Officer and phone number

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

B- DISTRIBUTION SYSTEM/CAPABILITY

1. Product Availability

*a. The customers under this solicitation use the following stock catalog as a reference point for their ordering choices. The catalogs are as follows: Federal Supply Catalog Stock List, C8900-SL, Stock List, FSC Group 89, Subsistence, (less Part II, Ration Components, 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 Catalog - Generic, dated May 1998 and the Prime Vendor Local Stock Number Catalog - NAPA Items, dated May 1998. The offeror must specify the number of items that are comparable in size, quality, and description to the above listed items that they either have in their current inventory or will be able to source, at the request of the customer, and place in inventory for "the first order". Indicate which items your firm would not be able to and/or do not intend to source. Discuss your firm's current product mix, i.e. national brand items vs. private label items. Also indicate how many dietary products, nutritional supplements, and individual portion items are carried in your inventory. Indicate if you can supply all Class I (food) items as requested by our customers. NOTE: If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the award that is requested by one of our customers during the Post Award cataloging process, will be readily available for issue upon the "first order".

- * b. State the minimum case quantity/velocity that is required in order for your firm to add products requested by the customer to normal inventory. State the time frame in which you will add new items to your inventory.
- c. The offeror must provide fill rates that demonstrate the capability to meet proposed contract ordering and delivery requirements in a timely manner. The proposed fill rates should be stated as "with substitutions" and "without substitutions". Describe how you intend to meet these goals.
- d. Describe your product accountability program. Thoroughly discuss the procedures employed to ensure that orders are filled accurately and completely.
- e. Specify the proposed hours of operation in order to meet the delivery requirements for each customer. Discuss how your firm will make deliveries within the time frame specified.
- f. Provide inventory turnover rate information, by categories, excluding fresh fruits and vegetables, for the last three (3) years.
- g. 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.

2. Ordering System

- a. It is essential that the offeror's ordering system be able to interface with the Government's established translation package, STORES, and support the Electronic Data Interchanges transaction sets listed in this solicitation. If the offeror is not currently capable of accepting orders via STORES, outline an implementation plan, including time frames, to become EDI capable. The Government may

choose to test your support of the EDI transaction sets, by having offeror transmit an 832 and/or 997 transaction set.

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

c. Indicate whether your firm will be able to produce the required management reports as indicated in the solicitation. Specify which reports can and cannot be provided. Also state whether your firms can supply any additional reports that are not listed in the solicitation that may be of benefit to the Government.

d. Indicate if your firm can transmit reports electronically.

e. Discuss how your firm will handle customers who are not equipped with STORES/SPVI software.

3. Customer Service Approach

a. Discuss routine customer support services that will be provided to all customers supported under this solicitation. Include any services that may add more value to this acquisition. Specify the number of customer service representatives to be assigned to the contracts and explain how they will ensure that all the customers needs are accommodated. Also indicate the number of sales visits planned, and what services the sales representatives will perform. Indicate the availability of a toll free phone number / fax number for all customers.

b. 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.

c. 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 anticipated delays.

*d. State your policy for breaking cases, and indicate each item or which this can be done.

*e. Detail how deviations from the electronic order, such as add-ons, and cancellations will be handled and the charges associated with such, if applicable.

f. Discuss your plans to handle emergency orders. Be sure to include not only how you will handle the orders, but also what you will actually consider an emergency, and fees, if any, that you will place on these "emergency orders".

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

h. Expedient, efficient delivery is extremely important to our customers. Discuss how your firm will load trucks in order to provide expedite delivery to each delivery point. Discuss the training procedures you have or will have in place to ensure continuity when different drivers are responsible for the same delivery point on different days.

4. Location

Provide a logistics plan that addresses how the location of your firm's warehouse (s) will enable you to support the customers during normal deliveries as well as emergencies. Your locations should allow for deliveries to the customer's location in the time frames specified by the customer.

5. Surge/Mobilization

- a. Discuss in detail your ability to react to surge demands that may occur as a result of the increase in troop strength. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the time frames for the increased capacity to be achieved.
- b. Describe your ability to respond to full-scale military mobilization wherein consumption may double or triple for a protracted period of time during a period of national emergency or mobilization. The offeror must demonstrate its ability to handle a longer-term requirement with significant increase in quantity.
- c. The offeror must submit a readiness plan indicating how this increased requirements will be supported by additional suppliers, subcontractors, warehousing, etc., which may become involved in supporting this effort.

C - QUALITY ASSURANCE

1. Quality Control and Assurance Procedures

Describe the quality control procedures to be used under proposed contract. Include a discussion on inventory control, identification, and correction of discrepancies, resolution of customer complaints, and inventory rotation methods for your firm, and how you will control your inventory to ensure compliance with the Defense Appropriations Act/Berry Amendment previously explained on page 33.

2. Inspection and Sanitation Procedures

- a. 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 products; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

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

1. Contains the items ordered, in the correct quantity
2. Has the proper shelf life dating
3. Meets industry standards for product quality

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

3. Supplier Selection Program

- a. Address your firm's procedures and policies for selecting quality suppliers.
- b. Discuss the processes utilized by your firm to purchase products of consistent high quality with minimal variation on product appearance, grade, yield, taste, texture, etc.
- c. Describe the methods utilized by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

4. HACCP Plan

- a. Vendors should indicate whether a HACCP Plan has been

implemented at its facility and the FDA filing date of the plan.
Describe the scope of the HACCP Plan and what is involved.

b. 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.

c. Indicate what plans you have, if any, to incorporate HACCP Plan requirements in sourcing of items and in sub-contracting.

h. Indicate what plans your firm has taken, if any, to accelerate the HACCP requirements and to enhance the requirements to a higher level.

5. Recall Procedures

a. 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 time frames involved and how recalled products will be identified, both at the customer's facility and in your warehouse.

b. Describe how recalls of differing types are handled.

*** 6. Technical Descriptions**

a. At the time of the initial submission of the proposal, the offer shall provide a set of product technical descriptions (specifications) (Note: A manufacturer's invoice or quote is NOT considered a technical description) for the "Market Basket," items identified in this solicitation, if:

1. An "equivalent" item is being offered, or;

2. No specification or standard is reference in the schedule (i.e. IMPS, Grade A, Etc.), or;
 3. The offeror's product deviates from the described specification of standard quoted in the DSCP schedule of items or;
 4. The requirement is to be filled by the use of a specific "Brand Name" for the term of the contract. In this case, the suppliers 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.

D - Socioeconomic Considerations

1. Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed extent of SB, SDB, and WOSB concerns participation

in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products are to be supplied under this contract will be provided by a SB, WOSB or SDB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms and 5% from SDB firms.

2. The offeror shall describe the proposed extent of SB, WOSB and SDB participation in the performance of the contract at the contractor and subcontractor level. Subcontractor levels shall include product supplies. In addition, firms shall also state whether they are a large or small foodservice distributor. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.

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

	<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 disadvantage, 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***

Offerors who are small business will receive additional credit under this factor for evaluation purposed.

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

A. SOCIOECONOMIC DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning number of employees, average annual receipts of other criteria as described by the Small Business Administration.

SMALL DISADVANTAGED BUSINESS CONCERN: A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "socially disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business, and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8(a) Program), excluding his/her ownership interest in the company and equity in his/her primary residence, is considered to be economically disadvantaged.

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 percent of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

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.

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 is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantage 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 Disadvantage, 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.

E- Procurement Pricing Plan

1. Procurement Pricing Procedures

- a. The offeror shall describe how unit prices are formulated and discuss the variables that may affect the price. Provide an explanation of how product costing for items acquired from any division, subsidiary or affiliate of the contractor under common control is performed.
- b. Describe the purchasing methods utilized and how they take advantage of price discounts, such as market pricing, commercial catalog pricing and competitive purchasing. State whether quantity or volume price discounts offered are based on anticipated sales volume under this contract or the total sales volume for the company. Pricing of inventory adjustments, including breakage or spoilage, shall be provided.
- c. Explain how the cost to your firm is converted to the delivered price (e.g. average monthly costs, LIFO or FIFO, last invoice methods, etc.).

2. Rebate Policy/Discounts/Allowances

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

NOTE: The Procurement Pricing Plan evaluation contains elements of both business and technical nature, but will be evaluated by the Technical Evaluation Panel.

F - DLA MENTORING BUSINESS AGREEMENT (MBA)

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. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

An MBA shall be written agreement between the prime contractor and the small, small disadvantaged, or women-owned small business involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

1. Participants

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

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

2. Agreement Type

- a. 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 that identify new business ventures rather than expansion of existing agreements are preferred.**
- b. 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 governmental and commercial customers.**
- c. 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.**

3. Measurements and Reporting

- a. Provide milestones for program implementation.**
- b. 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:
 - 1. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.**
 - 2. An improvement in the level of participation in DoD,****

other federal agencies and commercial contracting opportunities.

- c. 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 - PART II

Reminder, this portion must be submitted in writing.

Note: If you submit an alternate price plan based on a higher guaranteed minimum, you must complete the Business Proposal with your alternate offer, in addition to the basic offer with a 10% guaranteed minimum.

A. PRICING

1. An evaluation will be made against items selected from the highest usage items and general food supplies provided by the customers supported under this solicitation, as well as items listed under the Basic Daily Food Allowance (BDFA) listing, and . 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.
2. Offerors are to submit the most current unit prices for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formulated as follows:

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

Do Not Submit only the Unit Price; the two (2) elements must be shown separately.

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

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

4. **ALL Offered Delivered Prices Must Be Substantiated With A Copy Of The Manufacturer's Invoice. Each item from the Schedule of Items, which you offer on, must be substantiated with a manufacturer's invoice.** If you do not have a manufacturer's invoice, a written quote from the manufacturer, will be accepted if the quote is presented in the following manner: Detailed on manufacturer/company letterhead, date of price quote, time period price quote is valid, total quantity that price quote is valid, manufacturer part number, manufacturer's Point of Contact, including name, title, address and phone number. The invoices should reflect the prices effective two(2) weeks prior to closing. If invoices are not available for that week, the most recent invoices shall be submitted. The quotes should note that it is understood that the potential order for these items will not take place until mid-April 1999. The Government has a strong preference for invoices over market quotes and prices within the two weeks from closing over earlier dates.

5. 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	<u>DIP</u> DEP	DP AGG
------	-----	-----------------------------	-----------------------	--------------------------	------------	-------	----------------	--------

a. Definitions:

1. **Item** - Item as listed
2. **Quantity** - quantity given
3. **Distribution Price Category** - Description of Distribution Price Category, e.g. "Frozen Meats".
4. **Delivered Price** - the price you actually paid for the item, as substantiated by manufacturer invoice.

- 5. Distribution Price - your distribution price**
- 6. Unit Price - Delivered Price + Distribution Price**
- 7. Total - Quantity multiplied by Unit Price**
- 8. DIP/DEP - Distribution Price divided by the Delivered Price**
- 9. DP AGG - Quantity multiplied by the distribution price.**

b. When preparing the spreadsheet, totals must appear at the bottom on the **"TOTAL" column (#7)** and the **"DF AGG" column (#9)**. Firms are strongly encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3 ½ " disk with the complete spreadsheet on it. Remember to include the offeror's name of the top of the spreadsheet. If you are submitting an alternate offeror you must submit a separate disk for the alternate offer.

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

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

6. Distribution prices, for pricing analysis purposes shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound". For pricing analysis purposes the Distribution Price may be listed to the extent of four (4) places to the right of the decimal point if the Government's Unit of Issue does not correspond to the offeror's selling unit on a one to one basis.

7. 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 E, should appear on the spreadsheet under the following headings: Base Term, Option Year 1, Option Year 2, Option Year 3, Option Year 4. *Remember to include any increases, or decreases in the distribution prices.*

B - DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items. *The distribution price must be offered as a dollar amount.* The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food and beverage product to the manufacturer or supplier.
2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph E of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices; however, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section.
3. For Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case, whereas if you sell the product by the pound or by the each, the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount, with not more than two places to the right of the decimal point. Note: the allowance of four places to the right of the decimal stated under Pricing is for the purpose of pricing analysis in the market basket of items.
4. The distribution prices shall remain constant for the complete term the contract.

5. Offerors - Certify One Of The Following:

- THE DISTRIBUTION PRICES OFFERED ARE "BETTER THAN" MOST OF THE FEES OFFERED TO MY BEST CUSTOMERS.**

- THE DISTRIBUTION PRICES OFFERED ARE "THE SAME AS" MOST OF THE FEES OFFERED TO MY BEST CUSTOMERS.**

- THE DISTRIBUTION PRICES OFFERED ARE "AMONG THE BEST" OF THE FEES OFFERED TO MY BEST CUSTOMERS.**

C - 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.

D - SCHEDULE OF ITEMS

A reminder that all items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to the Berry Amendment, procured from a Sanitarily Approved Source, etc.

ESTIMATED ANNUAL REQUIREMENTS

<u>DSCP Stock Number/ Description</u>	<u>Unit of Issue</u>	<u>Zone 1 Alabama/Fla. Est. Rqmts</u>	<u>Zone 2 Georgia Est. Rqmts</u>
1. 8905-00-080-5325 <u>KNOCKWURST</u> frozen,all beef,edible Hog casing or collagen or skinless,5in. (12.7 cm) Max lg,5 per lb, USDA IMPS/NAMPS, Item No. 816,formula A, style B,C or D	LB	450	975
2. 8905-00-080-5565 <u>ITALIAN SAUSAGE, HOT</u> frozen, all pork, edible casing, 3 to 4 oz ea, 5 to 6 in long	LB	1200	
3. 8905-00-080-5656 <u>ITALIAN SAUSAGE, SWEET</u> frozen, all pork Edible casing,3 to 4 oz (85.05 g to 113.4 g) ea., 5 to 6 in (12.7 cm to 15.24 cm)lg	LB	7800	14,828

4.8905-00-080-5805	LB	3250	9,720
<u>POLISH SAUSAGE</u>			
frozen, cooked, links, all pork or pork and beef, predominantly pork, smoked, edible hog casing or collagen casing, 3 to 5 in (7.62 cm to 12.7cm) lg, USDA IMPS/NAMPS, ITEM NO 813, formula A or B Style B or D			
5. 8905-00-080-6007	LB	14,886	21,222
<u>ROCK CORNISH HEN</u>			
frozen, whole, ready-to-cook, US Grade A, 20 to 25 oz (567 g to 708.75 g)			
6. 8905-00-126-4062	LB	850	1,885
<u>PORK SHOULDER,</u>			
<u>BOSTON BUTT,</u>			
frozen, bone-in 4 To 12 lb (1.814 kg to 5.443 kg), USDA IMPS/NAMPS Item No. 406,wt range B and/or C			
7.8905-00-126-8743	LB	720	125,460
<u>PORK SPARERIBS,</u>			
frozen, 3 ½ lb (1.588 kg) and down USDA IMPS/NAMPS Item No. 416,wt range A and/or B			
8.8905-00-127-8472	LB	20,560	2,250
<u>COD FILLETS</u>			
(natural or loin cuts),frozen skinless US Grade A, 5 oz			

(141.75g) ea. min wt,50 CFR,
Part 263, Subpart B-U.S.
Standards for Grades of Cod
Fillets,type (2) style (2)

9. 8905-00-133-5886 LB 25,824 157,235

BEEF ROUND, KNUCKLE,
PEELED and/or BEEF ROUND,
TOP (INSIDE)OVEN ROAST),
frozen,US Choice Grade or
higher, max 10lb(4.536 kg) ea,
USDA IMPS,/NAMPS
Item No 167A and/or 169

10. 8905-00-133-5887 LB 12,000 110,625

BEEF CHUCK, SHOULDER
CLOD ROAST, TIED and/or
BEEF CHUCK, CHUCK ROLL,
TIED (POT ROAST),frozen,
Enclosed in stretchable netting,
US Choice Grade or higher,
Max 10lb(4.536 kg) ea, USDA
IMPS/NAMPS Item No.
114B and or/116A

11. 8905-00-133-5889 LB 19,130 137,520

BEEF BRAISING STEAK,
SWISS, frozen, formed
Portion-cut, not mechanically
tenderized, US Choice Grade
or higher,6oz (170.1gm) ea
USDA IMPS/NAMPS, Item
No.1102 from knuckle, Inside
Round, Eye of Round, or
Outside Round

<p>12. 8905-00-139-8481</p> <p><u>VEAL STEAK, FLAKED,</u> formed, breaded, frozen portion-cut, 0.4 to 0.6 in (1.016 cm to 1.524 cm) ea thick unbreaded, 5 to 6 oz (141.75 g to 170.1g) ea breaded,</p>	<p>LB</p>	<p>15,600</p>	<p>78,980</p>
<p>13. 8905-00-149-1355</p> <p><u>PORK, HOCKS, SHOULDER,</u> (CURED AND SMOKED), Frozen, $\frac{1}{2}$ to 1- $\frac{1}{2}$ lb (0.227 kg to .681 kg) ea, USDA IMPS/NAMPS, Item No.561</p>	<p>LB</p>	<p>1,920</p>	<p>2,130</p>
<p>14. 8905-00-164-0485</p> <p><u>PERCH FILLETS,</u> Ocean Perch or Pacific Ocean Perch, frozen, skin-on or skinless, US Grade A, 1oz(28.35) ea Min wt, 50 CFR, Part 263 Subpart E-U>S> Standards for Grades of Ocean Perch Fillets and Pacific Ocean Perch Fillets, type (2), style (1) or (2)</p>	<p>LB</p>	<p>1,420</p>	<p>3,000</p>
<p>15. 8905-00-164-6874</p> <p><u>SCALLOPS, RAW,</u> frozen, US Grade A, not less Than 20 nor more than 40 count per lb, 50 CFR, Part 266, Subpart A-U.S Standards</p>	<p>LB</p>	<p>120</p>	<p>520</p>

for Grades of Frozen Raw
Scallops ,style I ,type 1

16. 8905-00-177-5017	LB	3,040	119,610
<u>BEEF FOR STEWING.</u> frozen,diced, Uncooked, US Select Grade or higher, USDA IMPS/NAMPS Items No. 135A			
17. 8905-00-262-7274	LB	11,545	60,765
<u>TURKEY, BONELESS.</u> frozen,raw roast netted (w/skin covering),w/salt, USDA Announcement PY current edition,Roasts(138130)			
18. 8905-00-285-2075	LB	8,740	103,000
<u>GROUND BEEF, BULK.</u> frozen,5.5 to7 lb(2.495 kg to 3.175 kg) per pg.			
19. 8905-00-403-9592	LB	30,560	300,750
<u>BACON, SLICED.</u> (BULK) frozen cured, smoked, Shingled 18 to22 slices per lb, vacuum packaged			
20. 8905-00-491-7208	LB	52,890	517,200
<u>CHICKEN.</u> frozen, quarters, broilers or fryer Ready-to-cook,w/o neck and giblets, US Grade A, 3 to 3 ½ lb(1.36 kg to1.588 kg) Four 10lb (4.536 kg) bags per container			

21. 8905-00-582-1323	LB	202	
<u>BEEF LOIN TENDERLOIN,</u> FULL, frozen, graded or ungraded 4 lb min wt, USDA IMPS/NAMPS Item No. 189			
22. 8905-00-582-4039	LB	18,656	9,072
<u>SHRIMP, RAW, PEELED</u> de-veined, individually quick frozen, US Grade A, 26 to 31, 32 to 38, or 39 to 44 per lb, 50 CFR, Part 256, Subpart A, US Standards for Grades of Fresh and Frozen Shrimp, type(3), style (1), market form (6)			
23. 8905-00-960-2303	LB	12,096	126,440
<u>SHRIMP, RAW, REGULAR</u> <u>BREADED</u> , frozen prepared from whole, headless, peeled fresh-chilled or fresh-frozen shrimp, round or fantail split (butterfly) w/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			

<p>24. 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- $\frac{1}{2}$ lb (1.36 kg to 1.588 kg), Four 10lb (4.536 kg)bags per container</p>	<p>LB</p>	<p>9,440</p>	<p>126,440</p>
<p>25. 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 $\frac{1}{2}$ lb., four 10lb (4.536 kg) bags per container.</p>	<p>LB</p>	<p>3,040</p>	
<p>26. 8905-01-017-2786 <u>PORK SAUSAGE,PATTIES,</u> frozen,raw,round,Preformed, 3 oz (85.05g) ea.layer pack, 10lb (4.536 kg)box,USDA IMPS/NAMPS,Item No 802A</p>	<p>LB</p>	<p>21,880</p>	<p>141,912</p>
<p>27. 8905-01-034-7547 <u>BEEF LOIN, STRIP LOIN</u> <u>STEAK, BONELESS,</u> <u>CENTER-CUT,</u> frozen,portion-cut,with max. $\frac{1}{2}$ in. tail, U.S.Choice Grade or higher,7 oz (198.45 g) ea.,0.4 to in thick, USDA IMPS/NAMPS, Item No. 1180A PSO #6</p>	<p>LB</p>	<p>810</p>	<p>48,280</p>

28. 8905-01-039-8809	LB	10,800	122,796
<u>HAM, FULLY COOKED,</u> <u>CANNED,</u> chilled Pullman-shaped, cured w/natural juices, 12- $\frac{1}{2}$ lb Net wt, vacuum packaged, 4 cans per case,			
29. 8905-01-050-3190	LB	81,000	278,820
<u>BEEF PATTIE MIX (BULK),</u> frozen 20% granular soy Protein concentrate, 5.5 to 7 lb (2.495 kg to 3.175 kg) per PG			
30. 8905-01-050-3192	LB	50,920	273,850
<u>BEEF PATTIES,</u> frozen, round, 20% granular soy Protein concentrate, 3oz ea,			
31. 8905-01-125-2288	LB	1,030	10,080
<u>CATFISH FILLETS,</u> frozen, skinless, trimmed, US Grade A, 4 to 12 oz ea, 50 CFR, Part 267 - Interim US Standards for Grades of North American Freshwater Catfish and Products made therefrom, type (2), style (2)			

32. 8905-01-342-8122	LB	10,000	9,430
<u>PORK LOIN CHOPS.</u>			
<u>CENTER CUT</u>, one			
muscle, boneless,,			
frozen, 5 oz (141.75 g) ea			
USDA IMPS/NAMPS			
Item No 1412E			
33. 8905-01-369-4422	LB	53,760	9,720
<u>CHICKEN BREAST,</u>			
frozen, broiler, fryer			
or roaster, w/rib meat,			
skinless boneless 4 to 5 oz			
breast-half portion,			
ready to cook, US Grade A,			
34. 8905-00-267-1933	LB	400	1,440
<u>LOBSTER TAIL,</u>			
<u>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,			
35. 8905-01-E09-0810	LB	9,200	8,080
<u>BEEF LOIN,</u>			
<u>T-BONE STEAK,</u>			
frozen, portion-cut,			
minimum US Choice Grade,			
12 oz ea, NAMP 1174			

SOLICITATION NUMBER: SP0300-98-R-4048 Page 168 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

36. 8950-01-E19-0003	LB	1676	5,820
<u>CHICKEN PATTIES,</u> <u>BREADED,</u> Precooked, frozen breast meat, round, 3 oz ea.			
37. 8910-00-043-3198	DZ	76,620	685,020
<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 <u>For Price Analysis purposes,</u> <u>price Large Eggs</u>			
38. 8910-00-656-0993	LB	5,740	174,460
<u>CHEESE, AMERICAN,</u> <u>PROCESSED, SLICED,</u> pasteurized Individual serving slices, 3 to 5lb pg			
39. 8910-00-616-0038	LB	5,940	19,872
<u>BUTTER,</u> salted, US Grade A, 1lb print, or 4 prints of $\frac{1}{4}$ lb ea			
40. 8910-01-037-9367	LB	6,780	23,700
<u>CHEESE, CHEDDAR,</u> <u>NATURAL,</u> shredded, 5 lb polyethylene bag			
41. 8910-01-161-4931	CO		226,800
<u>MILK, LOWFAT, chocolate</u> flavored ultra-pasteurized			

(Extended Shelf Life[ESL]
1 or 2 percent milkfat content,
homogenized, w/ or w/o added
milk-derived nonfat solids, vitamins
A and D added $\frac{1}{2}$ pt (8.000 fluid oz)
or 250 ml(8.453 fluid oz), aseptically
processed and packaged (UHT long
shelf life), hermetically sealed
in foil laminated polyethylene
coated flexible paperboard
container, not more than
54 units per case,

42. 8910-01-161-4933 CO 278,343

MILK LOWFAT,

shelf stable, 1 or 2 percent
Milkfat content, homogenized
w/ or w/o added Milk-derived
nonfat solids, vitamins A and D
Added, $\frac{1}{2}$ pint (8,000 fluid oz)
or 250 ml (8.453 fluid oz),
aseptically processed and
packaged(UHT long shelf life),
hermetically sealed in a foil
paperboard container, not more
than 54 units per case.

43. 8910-01-E09-1079 LB 8,640 36,050

EGGS, WHOLE

Frozen, table grade,
Pasteurized, 2 lb co

<p>44. 8915-00-411-2677</p> <p><u>JUICE, GRAPE, FROZEN</u> concentrated, 3 plus 1, sweetened, US Grade A, 32 fluid oz (946.368 ml) composite ,plastic, or metal can, U.S. Standards for Grades, type I or II</p>	<p>CN</p>	<p>6,720</p>	<p>12,240</p>
<p>45. 8915-00-437-7943</p> <p><u>JUICE, ORANGE,</u> frozen, concentrated, 3 plus 1, unsweetened, US Grade A min 14.01 Brix- acid ratio,32 fluid oz metal can, U.S. Standards for Grades product description (4) style (a)</p>	<p>CN</p>	<p>3360</p>	<p>31,368</p>
<p>46. 8915-00-634-2439</p> <p><u>JUICE, PINEAPPLE,</u> Canned, or pineapple juice from concentrate, canned, single strength, unsweetened US Grade A, no. 3 cylinder size can, US Standards for Grades, Style I</p>	<p>CN</p>	<p>360</p>	<p>6,336</p>
<p>47. 8915-00-782-3508</p> <p><u>POTATOES, WHITE,</u> frozen, French Fried, refry color(after heating) shall be extra light or light, straight-cut strips, $\frac{1}{2}$ in by $\frac{1}{2}$ in. to $\frac{3}{8}$ in. by $\frac{3}{8}$ in. (1.27 cm by 1.27 cm to 0.952 cm),</p>	<p>LB</p>	<p>7200</p>	<p>534,456</p>

long or med.lg. US Grade A,
2 to 6 lb (0.907 to 2.722 kg)
bag or box, U.S. Standards for Grades

48. 8915-01-388-3456 CN 1,680 31,368

JUICE, ORANGE, FROZEN,
concentrated, Unsweetened,
US Grade A, min 14.0:1 brix-acid
Ratio, 90 fluid oz (2661.66 ml)
plastic container For use in a
post-mix dispenser, U.S.
Standards for Grades
Product description(4),
style (a)

49. 8915-01-E09-4476 CO 125

FRUIT, RAISINS,
seedless, natural,
US Grade A, 1.5 oz pg,
144 pg/CO

50. 8920-00-132-7782 BX 1,496 18,482

CEREAL, PREPARED,
PACKAGE ASSORTMENT
70 OR 72 individual serving
size pgs per intermediate
box.(Note: BX refers to
shipping box, aka case).
***For price analysis purposes,**
please include the types/
flavors of cereal in the
assortment.

51. 8920-01-255-0438	PG	5,760	26,166
<u>MIX, CAKE, YELLOW</u>			
5lb (2.268 kg) pg			
52. 8925-00-782-2983	HD	3,840	5,647
<u>SYRUP.</u>			
imitation maple regular style thick, 1-1/2 oz (42.525 g) boat, cup or individual serving size pouch			
53. 8925-01-059-4084	BG	3,600	9,654
<u>SUGAR, REFINED</u>			
,white granulated cane or beet, Fine, extrafine, or superfine 10 lb (4.536 kg) Bag			
54. 8940-01-E09-0615	PG	22,020	234,144
<u>SNACK, POTATO CHIPS.</u>			
unflavored, regular, 1 oz pg, 60 pg/container			
55. 8940-01-E09-2154	EA	1,500	1,152
<u>SANDWICH MEAL.</u>			
Steak Roll, Chicken and Mozzarella, Chips, Dessert			
56. 8940-01-E09-3166	EA	2,520	14,400
<u>SANDWICH MEAL.</u>			
Steak Roll, Turkey and Swiss, Chips, Dessert			

57. 8945-01-303-1976	CO	269	
<u>OLIVE OIL</u>, 1 gal			
(3.785 l) container			
58. 8950-00-616-5479	HD	2500	5,460
<u>CATSUP, TOMATO</u>			
Made from strained liquid			
Obtained from mature			
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 wt not less			
than 11 gm per cup or			
individual serving size bag			
US Standards for Grade			
59. 8955-00-286-5369	CN	304	12,882
<u>COFFEE, ROASTED</u>			
ground, universal grind blend			
3 lb (1.361 kg) can			
60. 8955-01-E09-9337	CO	684	
<u>COFFEE</u>			
CONC, frozen,			
100% Colombian,			
1.75 liter container			
61. 8960-01-E09-5097	CN	288	
<u>BEV, CARBONATED</u>			
<u>COLA</u>, 12 oz cn			

SOLICITATION NUMBER: SP0300-98-R-4048 Page 174 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

62. 8905-01-E09-1334 <u>CHICKEN, CUT-UP,</u> 8 piece, frozen US Grade A 3-3 ½ avg wt bird, 96 pieces per case	EA	27,648	41,472
63. 8920-01-E09-3939 <u>BISCUITS, SOUTHERN</u> <u>STYLE,</u> frozen, 3 in ea	CO	3,240	5,388
64. 8915-01-E09-1085 <u>TOMATO PASTE,</u> No. 10 size cn	CN	5,802	7,272
65. 8920-01-E09-7178 <u>WAFFLES,</u> Square, 4 in ea	EA	182,476	1,204,416
66. 8920-00-530-2185 <u>RICE, PARBOILED</u> long grain, 10 lb bg	BG	20,000	27,072
67. 8905-01-E09-0888 <u>CHICKEN, WINGS,</u> hot pepper glaze(fire) disjointed, spicy	LB	9,880	27,072
68. 8940-01-E09-2993 <u>COLE SLAW,</u> Chi, Dixie Style, 10 lb co	CO	480	1,692
69. 8940-01-381-6398 <u>TORTILLA CHIPS,</u> nacho flavored	BG	36,000	56,160

70. 8940-00-480-4548 CN 4,200 4,824

BEEF RAVIOLI IN

SAUCE, Canned, not less
than 10% Beef in ea ravioli,
packed in a tomato based sauce,
no. 10 size can

EVALUATION FACTORS FOR AWARD

1. TECHNICAL PROPOSAL EVALUATION

The following evaluation criteria are listed in descending order of importance. Each factor will state the importance of its subfactor. For each factor the agency will make a risk assessment based on information contained in the proposal and other information which has or may derive from sources other than the proposal. This risk assessment will be evaluated in the rating for any actors and/or factors that place the Government at risk.

A - CORPORATE EXPERIENCE/PAST PERFORMANCE

The subfactors for Corporate Experience/Past Performance are of equal weight.

1. Corporate Experience

- a. 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 and other Government contracts, if any. This assessment will be performed for any partner that will perform in support of the proposed contract. This evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.
- b. The organizational chart will be examined in order to determine the anticipated success of the firm in providing service to its customers.

2. Past Performance

- a. The Government will evaluate the offeror's record of performance both as a regular dealer/prime vendor and with Government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements, a commitment to customer satisfaction, timely delivery of quality products and service at fair and reasonable prices. This evaluation will also be performed for any partner involved in the proposed contract. Government in-house records will also be used for this evaluation, if applicable.
- b. The Government will access the prime vendor's, or partners experience in contracts replicating the size and complexity of this solicitation. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.
- c. Offeror's are encouraged to address unfavorable reports of past performance. Your response, or lack thereof, will be taken into consideration.

B-. DISTRIBUTION SYSTEM/CAPABILITY

The subfactors for Distribution System/Capability are of equal weight.

1. Product Availability

- a. The number of items an offeror (and any partner(s)) currently carries in its inventory that meet the item descriptions, or commercial equivalent, of the items in the NSN and LSN catalogs and Class 1 items listed in the solicitation will be evaluated. The Government will also evaluate the firms' ability to source those items that are not carried in stock. The offeror's turnover ratio will be examined.
- b. 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 fill-rate without substitutions.

- c. 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.
- d. The Government will determine if the firm has the capability to support its customers in a timely manner by evaluating its hour of operation, proposed method of deliveries to each customer/individual dining facility.
- e. The offeror's policy regarding breaking cases and minimum order quantities to add new products to add new products to inventory will be assessed. The offeror's time frame in which new products will be added to inventory.

2. Ordering System

- a. The Government will evaluate the offeror's ability to interface with STORES and transmit the transaction sets listed in the solicitation. The offeror may be required to transmit an 832 and 997 in order to demonstrate its EDI capability. If applicable, the offeror's plan to become EDI capable will be evaluated.
- b. The Government will access the capability of the offeror to receive orders and other information via the Internet, or its plans to obtain such access.
- c. The firm must be able to produce all required management reports. Reference, Special Contract Requirements, Page 61.
- d. The firm's ability to provide ordering means to a non-STORES/SPVI customer will be evaluated.

3. Customer Service Approach

- a. The routine customer support services offered by the firm will be assessed to determine its commitment to customer satisfaction and business like concerns for its customers.
- b. Procedures for handling not-in-stock's, manufacturer's backorders substitutions, emergency orders, cancellations and add-ons will be evaluated.
- c. The offeror's plan to monitor its performance will be evaluated.

- d. The services offered to assist customers in becoming aware of new products currently on the market and new products that prove to be more cost effective in their business will be evaluated.
- e. The offeror's policy on breaking cases, along with type of items that can be split will be evaluated.
- f. The offeror's plan to ensure consistent, efficient delivery of product will be evaluated.

4. 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 customers' locations. This includes response time to both regular deliveries and emergency deliveries.

5. Surge/Mobilization

- a. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to swiftly react to this situation will be assessed.
- b. 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.
- c. The firm's readiness plan will be assessed for completeness and ingenuity.

C - . QUALITY ASSURANCE

The subfactors for Quality Assurance factor are in descending order of importance.

1. 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 and inventory control methods to ensure compliance with the Berry Amendment.

2. Inspection and Sanitation Procedures

- a. The Government will assess the offeror's proposed inspection procedures, including type, frequency and amount of inspection to ensure that proper procedures are maintained.
- b. 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.
- c. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI)

3. Supplier Selection Program

- a. 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.
- b. The offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers will be evaluated.

4. HACCP Plan

- a. Offeror's that have a HACCP Plan in effect must indicate the filing date with the FDA.
- b. The scope of the plan will be evaluated for completeness and commitment to excellence. Adherence to the plan and the time frames as specified in the solicitation will also be assessed.

c. Offeror's plan to incorporate HAACP requirements into their source selection will be evaluated.

d. Firm's action to accelerate the implementation of HAACP, as well as enhancing the program to a higher level.

5. Recall Procedures

a. The offeror's recall procedures will be assessed and evaluated for timeliness and thoroughness.

b. The firms' methods for handling various types of recalls will be assessed.

6. Technical Descriptions

The Government will evaluate the offeror's product descriptions to determine if the items offered meet 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).

D. SOCIOECONOMIC CONSIDERATIONS

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, 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 the 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.

E. Procurement Pricing Plan

The subfactors for Procurement Pricing Plan factor are in descending order of importance.

1. Procurement Pricing Procedures

- a. The manner in which prices are formulated will be evaluated. The method used for product costing for items acquired from any divisions, subsidiary or affiliate will be assessed.
- b. The Government will evaluate the offeror's purchasing procedures to assess its effective use of price economies. Purchasing procedures that are indicative of effective buying techniques by utilizing market prices, commercial catalog prices and price competition will be evaluated.
- c. The offeror's method for converting its cost to a delivered price will be examined.

2. Rebate Policy/Discounts/Allowances

- a. The Government will judge the offeror's policies for pursuing managing and collecting rebates, discounts and allowances.
- b. The offeror must demonstrate an aggressive policy towards returning the moneys realized as a result of these savings to the Government.

F. 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 Government will evaluate the offeror's

response to participating in the DLA MBA Program and its ability to mentor firms. The responses from offers on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(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.

2. BUSINESS PROPOSAL EVALUATION

The following evaluation criteria are listed in descending order of importance. It should be noted that the Government will place more emphasis on Aggregate Pricing.

A. Aggregate Pricing

1. The Government will evaluate the offeror's proposed pricing on the items selected from the list referenced in the "Schedule of Items", page 151, 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.

2. If an alternate offer is made with a change of distribution fee based on a higher guaranteed minimum; this offer will also be analyzed in the same manner as above.

B. Distribution Prices

1. 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, for all option years that do not relate to the market basket items will be evaluated for fairness and reasonableness.

2. If an alternate offer is made the government will analyze the offer based on the calculated risk to the government. The alternate offer will be

evaluated based on the guidelines of a predetermined set of risk criteria factors. The criterion represents the government's added risk for an increased guaranteed minimum to the potential savings to be realized due to reduced distribution costs. After a risk factor determination the government will perform a price analysis on the distribution fees based on the criteria set above in paragraph B.1. The Government would expect that as the guaranteed minimum is increased, the distribution fees would be reduced appropriately. The Government reserves the right not to accept any alternate offer that does not reflect a reduction in distribution fees that meets its expectations.

C. Product Listing

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1. NAPA Agreement Holders***
- Attachment 2. STORES EDI Information***
- Attachment 3. Sub Contracting Plan***

NAPA AGREEMENT HOLDERS

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 Bakeries and Food Service
1826 Purdie Lane
Maple Glen, PA 19002

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

Superior Coffee
990 Supreme Drive
Bensenville, IL 60106

0065

San Rolle Pasta
88 Ford Road
Denville, NJ 07834

0066

Lipton
800 Sylvan Avenue
Englewood Cliffs, NJ 07632

0067

Indispensable Drink, Inc.
120 Rock Pillar Road
Clayton, NC 27520

0068

Awrey Bakery Food Service
12301 Farmington Road
Livonia, MI 48150

0069

**R's Consulting Inc.
Wow Wings
107 Northern Blvd.
Suite 201
Great Neck, NY 11021**

0070

**Quaker Oats
321 N. Clark Street
Chicago, IL 60610**

0071

**Worthington Foods
Foodservice Division
900 Proprietors Road
Worthington, OH 43085**

0072

**Continental Mills, Inc.
114 Headlands Drive
Hilton Head Plantation
Hilton Head, SC 29926**

0073

**Tetley USA
100 Commerce Drive
Shelton, CT 06484-0856**

0074

**Keebler Co.
One Hollow Tree Lane
677 Larch Avenue
Elmhurst, IL 60126**

0075

J & J Snack
6000 Central Highway
Pennsauken, NJ 08109

0076

Quality Foods
5501 Tabor Road
Philadelphia, PA 19120

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
Bridewater, NJ 08807

0089

The Perrier Group of America
777 W. Putnam Ave.
Greenwich, VCT 06830

0090

East Side Entrees
20 Crossways Park Drive
4th floor
Woodbury, NJ 11797

0091

Devault Foods
P.O.Box 587
Devault, PA 19432

0092

Borden Foods Corp.
180 East Broad Street
Columbus, OH 43215

0093

Specialty Brands, Inc.
2030 Iowa Ave., Blvd. C-100
Riverside, CA 92507

SOLICITATION NUMBER: SP0300-98-R-4048 Page 202 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

0094

Norpac Foods, Inc.
Frozen Food Service
4350 SW Galewood Street
P.O. Box 1800
Laek Oswego, OR 97035

Attachment 2

EDI Implementation Guidelines for Subsistence Prime Vendor

**July 9, 1998
STORES**

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 Receipting 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

SOLICITATION NUMBER: SP0300-98-R-4048 Page 206 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

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.

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	DTM01	"152" - effective date of	

Reference		change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN
	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	"ZZ" - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	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

SOLICITATION NUMBER: SP0300-98-R-4048 Page 208 of 218
Alabama/Fla. Panhandle and Georgia Zones – Southeast Region

CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	"SEL" Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

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.

ST Transaction Set Header	ST01	"850"	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	"00" - original	
	BEG02	"NE" - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract-order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	"002" delivery requested	
	DTM02	required-delivery-date	6 AN
N1 Name	N101	"ST" ship to	
	N102	n/a	
	N103	"10" - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN
	N202	ship-to-building name or number	35 AN
N3 Address Information	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI

SOLICITATION NUMBER: SP0300-98-R-4048 Page 219 of 218
Alabama/Fla. Panhandle and Georgia Zones - Southeast Region

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.

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 receipted (YYMMDD)	6 DT
	BRA03	"00"	2 ID
	BRA04	"1"	1 ID
REF Reference Numbers	REF01	"11"=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
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

SOLICITATION NUMBER: SP0300-98-R-4048 Page 212 of 218
Alabama/Fla. Panhandle and Georgia Zones - Southeast Region

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

Attachment 3

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:

	DOLLARS	PERCENT
Total to be subcontracted:	\$ _____	100%
A. LARGE BUSINESS	\$ _____	_____
B. SMALL BUSINESS	\$ _____	_____
1. DISADVANTAGE SB*	_____	_____
2. WOMEN -OWNED SB*	_____	_____
3. TO OTHER SB*	_____	_____

*SUBSET OF B

3. A description of the principle 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 subcontracted. Further identify all supplies and services to be subcontracted to small business by one asterisk(*) 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 disadvantage 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 disadvantage 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:)

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 preparations of bids, quantities, specification, 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 disadvantage 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 business concerns
- b. Organizations contacted in an attempt to locate sources that are small, small disadvantage and women-owned small 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 disadvantage 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 fair to locate small, small disadvantage 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 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 disadvantage 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.

\$ _____