

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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Section SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:
March 12, 2004, 1:00 P.M. PHILADELPHIA TIME

BLOCK 9 (CONTINUED):

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.

SEND **MAILED OFFER** TO:
DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

DELIVER **HANDCARRIED OFFER**, INCLUDING DELIVERY BY COMMERCIAL CARRIER TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

ALL HAND-CARRIED OFFERS ARE TO BE DELIVERED TO THE BUSINESS OPPORTUNITIES OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT FOR LEGAL FEDERAL HOLIDAYS AS SET FORTH IN 5 USC 6103.

OFFERORS THAT RESPOND TO THIS SOLICITATION USING A COMMERCIAL CARRIER SERVICE MUST ENSURE THAT THE COMMERCIAL CARRIER SERVICE "HAND-CARRIES" THE OFFER/MODIFICATION/WITHDRAWAL TO THE BUSINESS OPPORTUNITIES OFFICE PRIOR TO THE SCHEDULED CLOSING TIME.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE.

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY FAX NUMBER (S): _____

E-MAIL ADDRESS: _____

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SUPPLIES / SERVICES AND PRICES

I. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into three (3) contracts to supply Subsistence products to the customers supported by this solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor may also be requested to provide related non-food items to the customers. This solicitation does not include requirements for Fresh Fruits and Vegetables, Fresh Milk and Fresh Bread.

B. This solicitation contains the estimated food and beverage requirements for DoD and non-DoD customers in Florida; Kings Bay, GA; Guantanamo Bay, Cuba (GTMO); Honduras; the Atlantic Undersea Test and Evaluation Center (AUTEK), Bahamas; and Ecuador.

C. Customers in Jacksonville, FL, Mayport, FL, Kings Bay, GA, and GTMO comprise **Zone 1**. All other customers in the State of Florida (excluding panhandle), Honduras, and Ecuador (if required) comprise **Zone 2**. Customers at AUTEK, Bahamas comprise **Zone 3**.

D. The Government intends to award a Prime Vendor contract under SP0300-03-R-4034 which will include the requirements for Ecuador. When that contract is awarded, the Government will delete the requirements for Ecuador identified in this solicitation. With respect to the requirements for other OCONUS locations (Honduras, Cuba (GTMO), and Bahamas), the requirements for those locations will be deleted from this resulting contract only in the event that an in country prime vendor is established to service the requirements for those locations.

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

F. The resulting contracts made against solicitation SPM300-03-R-D029 will be Indefinite Quantity Contracts that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractors (FAR 16.504(a)). These contracts will be for a one (1) year base term and contain provisions for four (4) one-year options. The combined length of the contracts, including option years, may total five (5) years. The government intends to award at least three (3) contracts, one for each zone. These contracts may be awarded to the same firm, or the Government may elect to award to three (3) different firms.

G. Estimated Dollar Value/Guaranteed Minimum/Maximum

1. The estimated dollar value for **Zone 1** is **\$18,960,889.00** for the base term and **\$18,960,889.00** for each of the option periods. The total estimated dollar value of **Zone 1**, inclusive of options, is **\$94,804,445.00**.

2. The estimated dollar value for **Zone 2** is **\$3,657,094.00** for the base term, and **\$3,657,094.00** for each of the option periods. The total estimated dollar value of **Zone 2**, inclusive of option, is **\$18,285,470.00**.

3. The estimated dollar value for **Zone 3** is \$1,100,000.00 for the base term, and \$1,100,000.00 for each of the option periods. The total estimated dollar value of **Zone 3** is \$5,500,000.00

4. The guaranteed minimum for each Zone is 10% of the estimated dollar value. For **Zone 1**, the guaranteed minimum for the base year is **\$1,896,088.90** and **\$1,896,088.90** for each option period. For **Zone 2**, the guaranteed minimum for the base year is **\$365,709.40** and **\$365,709.40** for each of the option periods. For **Zone 3**, the guaranteed minimum for the base year is \$110,000.00 and \$110,000.00 for each of the option periods.

5. The maximum ceiling on any resultant contract is **150%** of the estimated dollar value. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling for all contracts is **200%** of the estimated dollar value per year.

INSERT AS Page 11H. Individual Customer Estimates

<u>Zone 1</u>	<u>Service</u>	<u>Annual Dollar Estimate</u>
Mayport Oasis Galley	Navy	\$ 450,000
FSC Mayport	Navy	\$8,580,000
Jacksonville General Mess	Navy	\$ 650,000
Jacksonville Naval Hospital	Navy	\$ 270,000
Kings Bay TRF	Navy	\$3,175,000
Kings Bay Galley	Navy	\$ 875,000
GTMO	Navy	\$4,935,889
US Coast Guard Mayport	Coast Guard	\$ 25,000
<u>Zone 2</u>	<u>Service</u>	<u>Annual Dollar Estimate</u>
Camp Blanding	Army	\$ 45,000
Patrick AFB Child Care	Air Force	\$ 18,763
Patrick AFB Riverside	Air Force	\$ 359,062
Port Canaveral	Navy	\$ 262,236
MacDill AFB NOTU	Air Force	\$ 485,820
MacDill Flight Kitchen	Air Force	\$ 139,272
MacDill Hospital	Air Force	\$ 126,024
Key West Diving School	Army	\$ 50,568
Key West	Navy	\$ 100,000
USCG Miami Beach	Coast Guard	\$ 40,000
USCG Clearwater	Coast Guard	\$ 17,000
USCG St. Petersburg	Coast Guard	\$ 25,000
USCG Key West	Coast Guard	\$ 25,000
Krome Detention Ctr.	INS	\$ 998,000
Miami Job Corps	Non-DoD	\$ 126,000
Honduras	Army	\$180,000
USCG STA Yankeetown	Coast Guard	\$ 38,000
USCG Opalocka	Coast Guard	\$ 50,000
Manta Dining, Ecuador	Air Force	\$ 571,349
<u>Zone 3</u>	<u>Service</u>	<u>Annual Dollar Estimate</u>
AUTEC	Navy	\$1,100,000

INSERT AS Pages 13 and 14

C. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 2, “EDI Implementation Guidelines” for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

D. Vendors may submit alternate price change submissions (832 Updates). However, it should be noted prices cannot be updated more than once a week. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Thursday. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

IV. OPTIONS

1. 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 for the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option year may be offered as a percentage, increase or decrease, from the base year.

2. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base 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.

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

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

V. CATEGORIES OF ITEMS

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 only, 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, for example, \$1.50. **Offerors must utilize the Government's food category listing below.** Deviations to the list as stated below will not be accepted. However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer **BEFORE** the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

DISTRIBUTION CATEGORIES

1. Beef, Raw, Steaks (Solid Muscle) and Primal Steak Cuts (Tenders, Strip Loin, Ribeye, Short Loin)
2. Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat
3. Beef – Patties, Ground, Bulk
4. Beef – Precooked Products
5. **Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole)**
6. **Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed**
7. **Poultry - Precooked Products**
8. **Pork – Raw, Whole Loins, Chops, Steaks**

9. **Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat), Raw Bacon**
10. **Pork Precooked Products**
11. **Lamb, Veal, Game**
12. **Lamb, Veal, Game, Breaded Products**
13. **Shellfish – Whole Lobster, Lobster Tails, Crab Legs**
14. **Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded**
15. **Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded**
16. **Fish, Whole, Fillets, Portioned, Unbreaded**
17. **Fish, Formed, Fillets, Portioned, Solid Muscle, Breaded**
18. Bacon – Precooked
19. Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs, Corn Dogs, Pizza Toppings
20. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons
21. Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces
22. Fats and Food Oils, Butter, Margarine
23. Sandwich/Meal Kits
24. Fruits, Juices, Nectar, Vegetables – Chilled
25. Fruits, Juices, Nectar, Vegetables – Frozen
26. Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional supplements, Dietetic Products – Can, Jar, or Bottle
27. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products
28. **Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products – in individual portion controlled red packs**
29. Desserts – Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers
30. Dairy Foods – Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk – Fresh Chilled, or Frozen
31. Fresh Processed, Prepared, Chilled Salads
32. Soups, Frozen
33. Confectionery, Candy, Nuts, Sugars
34. Cocoa, Hot Chocolate, Coffee, Tea
35. Entrees, **Appetizers, Pizza, Pizza Crust, Desserts, Breads/Doughs, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish - Frozen**
36. Entrees, Meats, Fish – Canned
37. Frozen Beverages, BIB – Requiring Dispensers
38. Beverages (Non-Dispenser Type) – To Include Canned Soda, Sports Drinks, Water
39. Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake
40. Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons
41. Other Grocery Items Not Mentioned
42. Other Perishable (Frozen/Chill) Items Not Mentioned
43. Related Non-Food Products (FSOS)
44. MUSIC Items*
45. Mandatory Items

*NOTE: The distribution price for MUSIC items must 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 can be found in paragraph XII.

INSERT AS Page 14A

VI. BACKUP PRIME VENDORS

The offeror(s) awarded the prime vendor contract for this zone may become a potential backup supplier for other zones 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. The 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.

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VII. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base year of the contract is from the placement of the first significant order, excluding test orders, through one year thereafter.

VIII. NON-COMPETE PROVISION

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. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit the contract and may not exercise the option to extend the term of the contract if he/she discovers that the successful Prime Vendor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

IX. FRESH FRUIT and VEGETABLES

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

X. MUSIC

MUSIC stands for “Military Unique Subsistence Item Coordination.” The Navy has designated the items listed below as “military unique.” These items are required for Naval Ships Afloat but are not limited to just the Navy as other customers may order these items. DSCP has contracted with Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendors. 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 five (5) MUSIC items listed below from:

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

MUSIC ITEMS:

<u>NSN</u>	<u>ITEM</u>
8910-00-082-5734	Cottage Cheese, Dehydrated, No. 10 Can
8910-00-965-1553	Egg Mix, Dehydrated, No. 3 Cylinder Can
8910-01-091-7209	Nonfat Dry Milk, 4 Lb. Can

INSERT AS Page 28

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

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

G. The following special requirements apply for Navy Ship customers supported under these zones:

1. For all ships with pallet deliveries, the height will not exceed 54”.
2. The goal for each case will be a maximum of 2-inch headspace. This will be an absolute requirement for meat items.
3. All meat items shall have a minimum package weight of 40 pounds and a 60-pound maximum weight requirement.
4. Frozen items will be stored and delivered at 0 degrees Fahrenheit or less to the initial delivery location. Product shall be maintained and received in a frozen state to all subsequent delivery points. Evidence of thawing and refreezing shall be cause for rejection of an item. Items requiring “protection from heat” shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit. For ice cream, the recommended storage and delivery temperature is -10 degrees Fahrenheit and the temperature should not exceed 0 degrees Fahrenheit.

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

II. MARKINGS

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

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

C. For Land Based Customers - All food and beverage products shall be identified with readable (open code dates), or coded dates. For both perishable and semi-perishable products, open dating is preferred, but code dating is acceptable. Prime Vendors that do not use open dating shall provide a product code number key to the Account Manager, DSCP Product Services Office, and each customer facility no later than three months after the award of the contract.

D. For Ships - All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell Date”, date of production, date of processing/pasteurization, or similar marking indicating the end of the guaranteed freshness date.

NOTE: Ship contracts also have an additional requirement for a “pick label”. Labels must include the DoD Stock Number, Item Nomenclature, FIC Code, Case Weight, Case Cube, Unit Pack, Unit of Issue, “Best When Used by Date” or similar markings indicating the end of guaranteed freshness date, and Lot number. The Dates of Pack and Best When Used By must be “in the clear” (open coded) and easily visible. **It is mandatory that a label containing this information be adhered to every case delivered.**

Bar Codes are currently not a requirement of this solicitation. However, as soon as the Navy obtains the ability to read bar codes, it will then become a requirement.

INSERT AS Page 29

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

F. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA), Food Service Officer of for Navy ship support the Fleet Supply Center (FSC)). **It is requested manufacturers/processors include the product nomenclature, DSCP stock number, House Brand name, PV SKU, manufacturer SKU, UPC, and source (to include street address, city, state, zip code, and establishment number where applicable). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis. In addition, a copy must be faxed to DSCP Product Services Office, ATTN: Prime Vendor Team, at 215-737-7526.**

INSPECTION AND ACCEPTANCE***I. INSPECTION AND ACCEPTANCE***

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

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

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.

D. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

II. WARRANTIES

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

INSERT AS Page 32

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

H. FSC will schedule deliveries destined for ships with Prime Vendor and FOSSAC for the loading and stowage of product onboard ships. The Prime Vendor is expected to adhere to the delivery schedule that is provided by the FSC. The Prime Vendor's responsibility is to deliver product to the brow of ship.

I. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

J. Delivery Instructions for Overseas Shipments

1. The Defense Transportation System allows for "point to point" service. This means that the responsible carrier located in the vicinity of whoever is awarded this (these) contract(s) will deliver the empty containers to the vendor's facility. The vendor will be responsible for inspecting, correctly loading, blocking, and bracing the container. The vendor is also responsible for providing the pallets. The carrier will then pick up the loaded containers and deliver them to the applicable port. The vendor will be responsible for necessary paperwork and scheduling of receipt of containers in order to meet barge schedules.

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

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

<u>Carrier</u>	<u>Port of Embarkation</u>	<u>Destination</u>	<u>Point of Contact</u>
Trans Atlantic Lines	Jacksonville	GTMO	Valerie Bowen (203)625-5514 x102
Maersk	Miami	Honduras	(800) 321-8807
Maersk	Miami	Ecuador	(800) 321-8807
Navy	Canaveral	AUTEC	Cheryl (321) 853-6742

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

- a) Container number (and seal number, if applicable)
- b) Document number
- c) Contents of van
- d) Quantity of each item

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

Delete Pages 46, 47, and 48(up to 52.208-9)

Insert the following as page 46

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (FEB 2002)

(a) Certain supplies or services 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 (the Committee) under the 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 or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

INSERT AS Pages 50-52

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Offers.

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

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

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

(d) Product Samples.

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

(e) Multiple Offers.

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

52.212-1 (continued)**(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

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

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

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

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

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

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

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

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

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

52.212-1 (continued)**(g) Contract Award** (not applicable to Invitation for Bids).

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

(h) Multiple Awards.

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

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

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

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

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

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

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

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

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

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

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

52.212-1 (continued)

(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, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration.

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing.

If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

INSERT AS Page 57 (Far Provision 52.212-3)**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)****(a) *Definitions.*** As used in this provision:

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.212-3 (continued)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common Parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small Business Concern.*

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

(2) *Veteran-Owned Small Business Concern.*

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

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

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

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

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

52.212-3 (continued)(4) Small Disadvantaged Business Concern.

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

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

(5) Women-Owned Small Business Concern.

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

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

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

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

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million

52.212-3 (continued)

<u> </u> 251 - 500	<u> </u> \$3,500,001 - \$5 million
<u> </u> 501 - 750	<u> </u> \$5,000,001 - \$10 million
<u> </u> 751 - 1,000	<u> </u> \$10,000,001-\$17 million
<u> </u> Over 1,000	<u> </u> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.*

The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

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

52.212-3 (continued)

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

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

- Black American.
 Hispanic American.
 Native American
 (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 Asian-Pacific American
 (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 Subcontinent Asian (Asian-Indian) American
 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 Individual/concern, other than one of the preceding.

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

(1) Previous Contracts and Compliance.

The offeror represents that--

- (i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 (ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
 (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(f) Buy American Act Certificate.

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

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

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

52.212-3 (continued)

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

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

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

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

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

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

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

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

(1) Listed End Products.

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

(2) Certification.

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

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

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

INSERT AS Page 69**52.212-4 ADDENDUM**

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

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

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

(c) Changes.

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

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

(i) method of shipment or packing;

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

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

(4) The Contractor must assert its right to an adjustment under this clause within thirty (3) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

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

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

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

(1) Immediately notify the following personnel:

(i) Customers that have received the recall product

(ii) DSCP Contracting Officer

(iii) DSCP Account Manager

(iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

(i) Reason for recall

(ii) Level of recall, i.e. Type I, II or III

(iii) Description of product

(iv) Amount of product

(v) List of customers that have received product

(vi) Name and phone number of responsible person (Recall Coordinator)

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

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

(u) Price Changes.

(1) Definitions.

(i) Unit Price – The total price charged to DSCP per unit for a product delivered to the Government consists of two components: delivered price and distribution price. The price shall not extend more than two (2) places beyond the decimal point.

(ii) Delivered Price – The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor’s facility.

(iii) Distribution Price – The firm fixed price, offered as a dollar amount, which represents all

the elements of the contract price other than the delivered price. The distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs and any other projected expenses associated with the Prime Vendor function. Offeror's may only include the cost of moving product to the port if this service is not provided for by the carrier when using a commercial carrier.

(2) Effective Period of Prices. The offeror warrants that the unit prices in effect **at the time of order** will be honored for a period of six (6) days.

(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 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 Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices that 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 minimum, the Contracting Officer shall review the invoice in conjunction with the distribution to verify the accuracy of the delivery order unit price (i.e. the unit price in effect with the contractor's electronic catalog at the time of delivery order placement).

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

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

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

NOTE: In conjunction with the above clause, the contractor should note the following: Variable weight items (such as meat and poultry roasts, turkey, etc.) and lump sum billing cannot 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) A report of overcharges and undercharges (if applicable) will be forwarded to the

contractor with a request for payment, if appropriate. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

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

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

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)[DEVIATION]

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) Alternate I (MAR 1999) of 52.219-5.
- (4)(iii) Alternate II (JUN 2003) of 52.219-5.
- (5)(i) **52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (5)(ii) **Alternate I** (OCT 1995) of 52.219-6.
- (6)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (6)(ii) **Alternate I** (OCT 1995) of 52.219-7
- (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
- (8)(ii) **Alternate I** (OCT 2001) of 52.219-9
- (8)(iii) **Alternate II** (OCT 2001) of 52.219-9
- (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (10)(ii) **Alternate I** (JUN 2003) of 52.219-23.
- (11) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).

52.212-5 (continued)

- X (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- X (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- X (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 93).
- X (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (20)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (21) through (23) are not applicable and have been deleted.
- ___ (24) **52.225-13**, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.
- ___ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- X (29) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- X (33)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (33)(ii) **Alternate I** (APR 1984) of 52.247-64.

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

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) 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 (FEB 2002) (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 Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

52.212-5 (continued)**(d) *Comptroller General Examination of Record.***

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246);

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

INSERT AS Page 86 and 87

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003) DFARS**

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts)
- 252.225-7021** Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.212-7001 (continued)

- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- 252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003** Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).
- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(e) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

INSERT AS Page 89**252.225-7001 Buy American Act and Balance of Payments Program.**

As prescribed in 225.1101(2), use the following clause:

BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) *Definitions.* As used in this clause-

- (1) "Component" means an article, material, or supply incorporated directly into an end product.
- (2) "Domestic end product" means-
 - (i) An unmanufactured end product that has been mined or produced in the United States; or
 - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
 - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) "Foreign end product" means an end product other than a domestic end product.
- (5) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).
- (6) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (7) "Qualifying country end product" means-
 - (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of

a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act-Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

ON PAGE 92, **REPLACE** CLAUSE 52.211-9P38 as the following:

52.211-9P38 PLACE OF PERFORMANCE (OCT 2003) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation 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 place(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 place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

[](d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement. If a copy of the agreement is requested, the contracting officer will furnish a DSCP Form 1780, Addendum to Subcontracting Agreement, for execution, signature and return by the offeror/prime contractor.

INSERT AS Page 97

conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

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

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

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

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

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

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

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

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

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12. Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation within 15-minutes, a warning will be given. At the end of the applicable time limit, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts that have not been presented within the allowable timeframe will not be considered as part of the proposal and will not be evaluated.

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

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

15. Any portion of the Technical Proposal that has been submitted in writing, but not listed in paragraph 18 below as being required in writing, must still be addressed in the Oral Presentation. Information pertaining to the technical proposal that is received in writing, but not required to be submitted in writing, will not be evaluated unless it is orally presented.

16. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

17. DSCP reserves the right to request all, or parts of, the Technical Proposal that was (were) not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

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

a. SF 1449 (Page 1 of solicitation) and any subsequent amendments to the solicitation with original signatures;

b. Certifications and Representations (All clauses that require a response must be returned);

c. List of references and contracts referenced in Section I., A. and B of the Corporate Experience/Past Performance Evaluation factor;

d. Information relating to the required minimum amount/velocity to add product to inventory referenced in Section II. **A. 3** of the Distribution System/Capability Evaluation Factor;

e. Readiness Plan referenced in Section II, G. 3., of the Distribution System/Capability Evaluation Factor;

INSERT AS Page 118

II. DISTRIBUTION PRICES

A. Firms shall offer a distribution price for each category of items as they are listed on **pages 13-14** of this solicitation. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the delivered price are not acceptable. The distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food and beverage product.

B. Offerors must use the Government's Category Listing contained in the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may contact the Contracting Officer PRIOR TO THE CLOSING DATE if an offeror feels that a specific category is missing from the list given.

C. For the 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 not more than two places to the right of the decimal point. If products are sold by the case and by the pound, prices should be offered for both units of measure.

4. The distribution prices shall remain constant for the complete base term of the contract; however, may remain the same, increase, or decrease for each option year.

III. PRODUCT LISTING

The offeror shall submit two (2) copies of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

IV. PRIME VENDOR SCHEDULE OF ITEMS/MARKET BASKET

Please note 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.

NOTE: IT IS NOT NECESSARY TO ANNOTATE PRICING INFORMATION ON THE FOLLOWING SCHEDULE OF ITEMS. THIS LISTING IS FOR INFORMATIONAL PURPOSES (PROVIDES NSN, UNIT OF ISSUE, DESCRIPTION, AND QUANTITY). PRICING SHOULD BE CONTAINED ONLY IN THE SPREADSHEETS.

Replace Page 119 – 135 with the following Schedule of Items:**ZONE 1**

- | | |
|--|---|
| <p>1. 8905-01-E09-1074
Unit of Issue: LB
BACON PRECOOKED SLICE 50-60/LB cured,
smoked, 100 slices/pg, 3 pgs/case, NAMP 540</p> | <p>Estimated Requirement Quantity: 71,856 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>2. 8905-01-056-9123
Unit of Issue: LB
BEEF, RIBEYE ROLL, USDA NAMP 112 BEEF
RIB, RIBEYE ROLL, FZN, MIN US CHOICE GR,
MAX AVG SURFACE FAT 0.25 IN, 8-12 LB</p> | <p>Estimated Requirement Quantity: 31,800 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>3. 8905-01-420-5255
Unit of Issue: LB
BEEF GROUND, FZN, BULK
90% MIN LEAN, 5 TO 10 LB</p> | <p>Estimated Requirement Quantity: 146,496 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>4. 8905-00-582-4039
Unit of Issue: LB
SHRIMP RAW PD, fzn, deveined, iqf, us gr a
equiv, 32 to 38/lb</p> | <p>Estimated Requirement Quantity: 41,040 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>5. 8905-00-267-1933
Unit of Issue: LB
LOBSTER TAIL, SPINY, RAW, FZN,
4 TO 10 OZ EA</p> | <p>Estimated Requirement Quantity: 13,920 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>6. 8905-01-419-3218
Unit of Issue: LB
CHICKEN 8PC CUT 3-3.5#, BROILER W/BACK
W/O NECK AND GIBLETS, US GRADE A</p> | <p>Estimated Requirement Quantity: 247,680 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>7. 8905-01-034-7548
Unit of Issue: LB
STEAK BEEF RIBEYE ROLL, BNLS, FZN,
PORTION-CUT, US CHOICE GR OR HIGHER,
MAX, USDA NAMP 1112</p> | <p>Estimated Requirement Quantity: 18,900 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |
| <p>8. 8940-01-E19-2057
Unit of Issue: CS
ENCHILADAS, CHICKEN, fzn,
w/o sauce, 3 oz ea, 60/case</p> | <p>Estimated Requirement Quantity: 5,200 CS
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____</p> |

9. 8910-01-037-9367
Unit of Issue: LB
CHEESE, CHDR, MILD shredded, 5 lb poly bag
Estimated Requirement Quantity: 67,680 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
10. 8910-00-616-0038
Unit of Issue: LB
BUTTER, SALTED, US GR A, 1 LB PRINT OR 4
PRINTS OF 1/4 LB EA
Estimated Requirement Quantity: 60,480 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
11. 8910-00-043-3198
Unit of Issue: DZ
EGG SHELL MED WHITE USDA
fresh or shell protected fresh, med, US consumer
Grade A, 30 dz/case
Estimated Requirement Quantity: 182,880 DZ
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
12. 8945-01-E09-2455
Unit of Issue: CO
SHORTENING FRY LIQ, deep-fry cookery type,
fluid, all canola oil, **35 lb co**
Estimated Requirement Quantity: 4,248 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
- 13. 8920-01-424-0828**
Unit of Issue: EA
BREAD WHITE, pan baked, split top
Fzn, sliced, 24 oz ea
Estimated Requirement Quantity: **84,384 EA**
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
14. 8905-01-E19-3441
Unit of Issue: LB
TURKEY ROAST BNLS, raw, fzn combo white
and dark meat, rolled, netted, 10-12 lb avg
Estimated Requirement Quantity: 25,920 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
15. 8905-00-127-8472
Unit of Issue: LB
COD FILET fzn (natural or loin cuts), skinless, US
Grade A, 5 oz min wt
Estimated Requirement Quantity: 39,420 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
16. 8920-01-E09-5781
Unit of Issue: CO
CEREAL VARIETY PACK, KELLOGGS, reg
asst, 72 ind pgs/**co**, SKU: 05472
Estimated Requirement Quantity: 5,000 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

17. 8920-01-E09-3552
 Unit of Issue: PG
 ROLLS, HAMBURGER, white, **frzn**, enriched,
 sliced, **8/pk**

Estimated Requirement Quantity: 40,800 PG
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

18. 8960-01-E19-1397
 Unit of Issue: BT
 WATER DRINKING, SPRING sodium free, non-
 carb, 24 oz plastic bottle, 24/case

Estimated Requirement Quantity: 402,336 BT
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

19. 8920-01-250-6557
 Unit of Issue: BG
 RICE, Parboiled, long grain, enriched, US No. 1 Gr
 or US No. 2 Gr, **10 lb bg**

Estimated Requirement Quantity: 17,424 BG
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

20. 8905-01-E19-5156
 Unit of Issue: LB
VEAL STEAK, PRECKD, BRD, FZN
 4 oz ea

Estimated Requirement Quantity: 31,680 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

21. 8905-00-577-5993
 Unit of Issue: LB
 SAUSAGE Lnk Brkfst, ckd, fzn, skinless, beef and
 pork, predominantly pork, 19 to 21/lb, 5 lb layer
 pack box, **Namp** 817, formula A, style C

Estimated Requirement Quantity: 341,280 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

22. 8910-01-364-2471
 Unit of Issue: **GL**
 MILK, reduc fat, ultra-pasteurized ESL, 1 or 2%
 milk fat, homogenized, 5, 6, or 7 gal bib
 State size here: _____ GAL

Estimated Requirement Quantity: **84,300 GL**
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

23. 8915-00-191-3461
 Unit of Issue: **LB**
 ONION RING GRMT BRD raw, brd, us Gr A, 2 to
 5 lb pg, u.s. std for gr, type (b)

Estimated Requirement Quantity: **13,248 LB**
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

24. 8960-01-E59-2775
 Unit of Issue: CO
 ELECTROLYTIC BEV BASE, **Orange (sports
 drink), pdr**, 18.4 oz co
GATORADE SKU: 03964

Estimated Requirement Quantity: 34,560 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

25. 8920-01-449-9180

Unit of Issue: BG

FLOUR, Wheat, general purpose (not for bread),
bleached, enriched, four 10 lb bags/case

Estimated Requirement Quantity: 163,200 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

26. 8955-01-E59-8334

Unit of Issue: CN

COFFEE ROASTED, 39 oz can, univ grind blend
6/case, **MAXWELL HSE** SKU: 70231

Estimated Requirement Quantity: 9,288 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

27. 8950-01-E09-5021

Unit of Issue: BT

CATSUP, TOMATO, 14 oz Squeeze Btl,
HEINZ US Gr A, SKU: 512400

Estimated Requirement Quantity: 22,464 BT

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

28. 8915-01-144-1931

Unit of Issue: CN

POTATO, white, preckd, shredded (hash brown),
dehy, max 6% moisture content, no. 10 size can

Estimated Requirement Quantity: 17,784 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

29. 8915-01-135-5787

Unit of Issue: BX

CORN GR, golden or white, on-the-cob, fzn, US Gr
A or B, min ear lg 5-1/2 in., 48 ears/box, US std for
gr, color (a) or (b)Estimated Requirement Quantity: **1,302 BX**

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

30. 8940-01-091-7208

Unit of Issue: LB

CORN DOG All Meat fzn, raw, cornmeal batter
wrapped frankfurter, w/ or w/o wooden skewer, max
65% batter and min 35% frankfurter

Estimated Requirement Quantity: 108,000 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

31. 8925-01-413-7811

Unit of Issue: BG

SUGAR, gran, cane or beet, fine, extra fine, or
superfine, 10 lb bag

Estimated Requirement Quantity: 14,832 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

32. 8925-00-682-6705

Unit of Issue: CN

SYRUP, Imitation maple, regular style, thick, no. 10
size can

Estimated Requirement Quantity: 72,272 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

33. 8955-01-E09-5290

Unit of Issue: CO

TEA Concent, **Sweet**, 11/1, 3 gal BIB, for post-mix dispenser

Estimated Requirement Quantity: 936 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

34. 8915-01-192-9173

Unit of Issue: CN

ORANGE JUICE, or orange juice from conc, canned, single strength, unswt, us Gr A, 5.25 to 6 fluid oz easy open top can, U.S. Std for Gr, product Std for Gr, product description (2) or (3), style (a) or (b)

Estimated Requirement Quantity: 81,216 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

35. 8905-01-E19-0016

Unit of Issue: LB

BEEF, ROAST, CKD, DELI, SLICED
2 lb pg

Estimated Requirement Quantity: 8,040 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

36. 8920-00-464-2227

Unit of Issue: LB

WAFFLE, Frozen, Brown and serve, instit pg

Estimated Requirement Quantity: 32,810 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

37. 8935-01-419-7030

Unit of Issue: PG

SOUP & GRAVY BASE, Powder, inst, chicken, 1 lb pg

Estimated Requirement Quantity: 161,280 PG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

38. 8920-00-067-6146

Unit of Issue: **LB**

MACARONI, elbow, reg cooking, enriched, 10 lb bx

Estimated Requirement Quantity: **255,600 LB**

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

39. 8915-00-170-5148

Unit of Issue: CN

PINEAPPLE SLC, med whole slices, natural juice or light syrup pack, US Gr A or B, No. 10 size can, US Std for Gr, style (b)

Estimated Requirement Quantity: 55,440 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

40. 8905-00-782-3190

Unit of Issue: LB

FRANKFURTER, fzn, all meat, beef and pork (in any combo), skinless, natural color, 6.5 in. (16.51 cm) max lg, 10/lb, 1 or 2 lb (0.454 kg or 0.907 kg) vac pac, **Namp** 800, formula A

Estimated Requirement Quantity: 21,720 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

41. 8940-00-616-0227
Unit of Issue: CN
PIE FILLING, Cherry, #10 size can

Estimated Requirement Quantity: 23,760 CN
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

42. 8950-01-E09-5026
Unit of Issue: BT
DRESSING RANCH, **fat free,**
UNILEVER/WISHBONE,
16 oz bt, **SKU: 00540**

Estimated Requirement Quantity: 9,936 BT
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

43. 8915-00-926-6793
Unit of Issue: CN
BEANS, KIDNEY, in brine, light red or dark red
kidney beans, US Gr A, 6 lbs 12 oz net wt, no. 10
size can

Estimated Requirement Quantity: 72,000 CN
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

44. 8905-01-034-**7547**
Unit of Issue: LB
BEEF LOIN, STRIP LOIN STEAK, BNLS,
CENTER-CUT, fzn, portion-cut, min US choice Gr,
max 1 in. (2.54 cm) tail, max avg surface fat 0.25 in.
(0.636 cm) 7 oz (198.45 g) ea, 0.4 to 1.0 in. thick,
Namp 1180 A, pso 4

Estimated Requirement Quantity: 55,000 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

45. 8905-00-126-8743
Unit of Issue: LB
PORK SPARE RIB, fzn, **3-1/2 lb and down, Namp**
416, wt range A and/or B

Estimated Requirement Quantity: 50,000 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

46. **8905-01-039-8809**
Unit of Issue: LB
HAM, Fully ckd, can, chl, Pullman-Shaped,
Cured, w/natural juices, 12.5 lb nw, vacuum
packaged

Estimated Requirement Quantity: 11,640 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

47. 8915-01-375-3210
Unit of Issue: LB
BROCCOLI Spears, Fzn, 6 in. lg, 2 to 5 lb pg

Estimated Requirement Quantity: 5,000 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

48. 8940-01-**E19-2059**
Unit of Issue: CO
ENTRÉE, Multi-Serv, LASAGNA With Meat &
Sauce, Fzn, **6 lb co**

Estimated Requirement Quantity: 6,300 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

49. 8920-01-E09-0414
Unit of Issue: EA
DANISH PASTRY, Variety Pack, fzn, swirls, ind wrapped, **4 oz ea**, 48/case

Estimated Requirement Quantity: 77,000 EA
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

50. **8905-01-113-8489**
Unit of Issue: LB
CHICKEN FILLET, CHUNKED AND FORMED, BRD, PRECKD, fzn, round or oval shape, individually quick frozen, 3 oz ea

Estimated Requirement Quantity: **51,000 LB**
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

ZONE 2

- | | |
|---|---|
| <p>51. 8905-01-E19-4313
 Unit of Issue: LB
 BEEF, GRD, Bulk, Fzn, 85% min lean, 100% pure
 grd beef, 10 lb pg, NAMP 136</p> | <p>Estimated Requirement Quantity: 27,360 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>52. 8910-01-037-9367
 Unit of Issue: LB
 CHEESE, CHEDDAR, shredded, 5 lb poly bag,</p> | <p>Estimated Requirement Quantity: 20,640 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>53. 8905-00-177-5017
 Unit of Issue: LB
 BEEF FOR STEWING, fzn, diced, unckd, US
 Select Gr or higher, Namp 135A</p> | <p>Estimated Requirement Quantity: 13,440 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>54. 8905-00-133-5886
 Unit of Issue: LB
 BEEF ROUND, KNUCKLE, PEELED
 AND/OR BEEF ROUND TOP (Inside); Oven
 Roast, fzn, min US choice gr, max 10 lb ea, Namp
 167A and/or 169</p> | <p>Estimated Requirement Quantity: 9,216 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>55. 8905-00-267-1933
 Unit of Issue: LB
 LOBSTER TAIL, Spiny, raw, fzn, 4 to 10 oz ea,
 shall be processed from only fresh</p> | <p>Estimated Requirement Quantity: 2,000 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>56. 8905-01-419-3218
 Unit of Issue: LB
 CHICKEN 8PC CUT broiler or fryer, rtc, w/back,
 w/o neck and giblets, 3 to 3.5 lb, US Gr A 4 - 10 lb
 bags/case</p> | <p>Estimated Requirement Quantity: 10,184 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>57. 8905-01-034-7548
 Unit of Issue: LB
 BEEF RIBEYE ROLL Steak, bnls, fzn, portion-cut,
 US Choice Gr or higher, 7 oz ea, Namp 1112</p> | <p>Estimated Requirement Quantity: 44,160 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |
| <p>58. 8905-01-E19-3625
 Unit of Issue: LB
 SHRIMP, WHOLE, RAW, PEELED, FZN
 US Gr A equiv, 50-60/lb, 5 lb co</p> | <p>Estimated Requirement Quantity: 4,000 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____</p> |

59. 8905-00-403-9592

Unit of Issue: LB

BACON Sliced, Bulk, fzn, cured and smoked,
shingled 18-22slices per lb, vac pac

Estimated Requirement Quantity: 11,760 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

60. 8910-00-043-3200

Unit of Issue: DZ

EGGS, Shell, fresh or shell protected fresh, large,
US Consumer Gr A, 30 dz/cs

Estimated Requirement Quantity: 29,880 DZ

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

61. 8920-01-E09-1980

Unit of Issue: CO

COOKIES, OATMEAL RAISIN/W CINNAMON
2/pk 100/co **NABISCO** SKU: 017750-0

Estimated Requirement Quantity: 16,800 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

62. 8915-01-E19-4611

Unit of Issue: CO

JUICE, ORANGE, single strength, 10 oz co

Estimated Requirement Quantity: 38,016 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

63. 8905-01-E19-6408

Unit of Issue: LB

HAM, BNLS, CKD, water added, buffet style, cured
and smoked, 10-12 lb avg, 2/case

Estimated Requirement Quantity: 9,500 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

64. 8940-01-e09-6953

Unit of Issue: BG

SNACK, POTATO CHIPS, unflavored, regular, 1
oz bag

Estimated Requirement Quantity: 105,408 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

65. 8920-01-E19-0968

Unit of Issue: BG

PASTA, SPAGHETTI, DRY, 10 LB BAG

Estimated Requirement Quantity: 24,120 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

66. 8905-00-262-7274

Unit of Issue: LB

TURKEY, BNLS, FZN raw roast, netted (w/skin
covering), w/salt, USDA Announcement PY current
ed, Roasts (138130)

Estimated Requirement Quantity: 7,500 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

67. 8920-01-E09-0248
Unit of Issue: BG
RICE, PARBOILED, MED OR LG GRAIN
25 lb bg
Estimated Requirement Quantity: 2,000 BG
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
68. 8960-01-E09-0357
Unit of Issue: PG
BEV BASE, GRAPE, SWT, PDR, 8 qt yld pg
Estimated Requirement Quantity: 8,800 PG
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
69. 8930-01-E09-8628
Unit of Issue: CO
PEANUT BUTTER, SMOOTH, US Grade A, .50
OZ, Ind 200/co
Estimated Requirement Quantity: 1,000 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
70. 8915-00-170-5127
Unit of Issue: CN
PINEAPPLE, CANNED, chunks or tidbits, natural
juice, or light syrup pack, US Gr A or B, no. 10 size
can, US Std for Gr, style (f) or (g)
Estimated Requirement Quantity: 21,600 CN
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
71. 8925-01-E09-0266
Unit of Issue: BG
SUGAR, WHITE, REF, GRAN, 50 LB BG
Estimated Requirement Quantity: 800 BG
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
72. 8915-01-E09-3786
Unit of Issue: CN
VEG, MIXED, CANNED, No 10 Size Can
Estimated Requirement Quantity: 3,500 CN
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
73. 8920-01-E59-8920
Unit of Issue: CS
CEREAL, VARIETY PACK, **KELLOGGS**/
Assorted cup packs, 1.3 to 2.1 oz cups, 60/case,
SKU: 12611
Estimated Requirement Quantity: 550 CS
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
74. 8945-01-E19-6055
Unit of Issue: CO
SHORTENING, LIQ, deep fry cookery, all veg oil,
10 qt co, 3/case
Estimated Requirement Quantity: 720 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

75. 8905-01-E59-5382

Unit of Issue: CN

FISH, TUNA, CANNED, **CHICKEN OF THE SEA**, light, chunk pack, water pack, 66.5 oz can,
SKU: 48000-00385

Estimated Requirement Quantity: 3,000 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

76. 8950-01-E19-8776

Unit of Issue: CS

DRESSING, RANCH, 1.5 OZ IND 100/CS

Estimated Requirement Quantity: 800 CS

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

77. 8905-01-E19-5077

Unit of Issue: LB

VEAL STEAK, Chopped and formed, Raw, Brd,
fzn, 5-6 oz., 10 lb box

Estimated Requirement Quantity: 2,000 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

78. 8905-01-E19-0029

Unit of Issue: LB

FISH, CATFISH FILETS, RAW, FZN
US Gr A equiv, 3-5 oz ea

Estimated Requirement Quantity: 3,500 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

79. 8955-01-E09-3692

Unit of Issue: BG

COFFEE, ROASTED, grd, univ grind, blend, 5 lb
bag

Estimated Requirement Quantity: 300 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

80. 8915-01-E19-7199

Unit of Issue: CO

VEG, BROCCOLI, FZN SPEARS, 2 LB CO
spears, US Gr A, 2 lb co

Estimated Requirement Quantity: 2,600 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

81. 8915-00-127-9677

Unit of Issue: CN

POTATO, White, Canned, whole, med or small, US
Gr A, no. 10 size can, US Std for Gr, style (b), size
2 or 3

Estimated Requirement Quantity: 1,872 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

82. 8915-01-E09-5146

Unit of Issue: CN

VEG, CORN, Canned, golden, whole kernel, US Gr
A, 75 oz can, 24/case

Estimated Requirement Quantity: 2,160 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

83. 8940-01-091-7208
Unit of Issue: LB
CORN DOG, fzn, raw, cornmeal batter wrapped frankfurter, w/ or w/o wooden skewer, max 65% batter and min 35% frankfurter, USDA Stnds
Estimated Requirement Quantity: 4,320 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
84. 8940-00-148-7142
Unit of Issue: CN
CORNEB BEEF HASH, No. 10 size can
Estimated Requirement Quantity: 1,872 CN
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
85. 8905-01-E19-1289
Unit of Issue: LB
PORK LOIN CHOPS, CENTER CUT, FZN portion-cut, 4 oz ea, **NAMP** 1412
Estimated Requirement Quantity: 1,500 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
86. 8920-01-E09-3552
Unit of Issue: PG
ROLLS, HAMBURGER, FZN, SLICED WHITE, 8/PG
Estimated Requirement Quantity: 3,200 PG
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
87. 8910-01-E19-3990
Unit of Issue: CO
EGGS, WH, LIQ, CHL, w/citric acid, pasteurized, 2 lb co
Estimated Requirement Quantity: 3,000 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
88. 8905-01-E09-5837
Unit of Issue: LB
CHICKEN WINGS, BRD, PRECKD, FZN, disjointed (joint 1), spicy, IQF, 12 lb case
TYSON/OVEN EASY/DRUMMIES, SKU: 1294
Estimated Requirement Quantity: 2,200 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
89. 8940-01-E09-0857
Unit of Issue: CO
SALAD, POTATO, CHL, 10 lb co
Estimated Requirement Quantity: 580 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
90. 8920-01-E09-0552
Unit of Issue: EA
DANISH PASTRY, Variety Pack, fzn, 2.75 oz ea, ind wrapped
Estimated Requirement Quantity: 9,200 EA
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

91. 8950-01-E09-2264
Unit of Issue: EA
SAUCE, HOT, Ind Serving Size, 200/7gm cs
Estimated Requirement Quantity: 60,000 EA
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
92. 8915-00-191-3461
Unit of Issue: LB
ONION RINGS, FZN, raw, brd (not coated with batter), US Gr A, 2 to 5 lb pg, US Std for Gr, type (b)
Estimated Requirement Quantity: 1,200 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
93. 8905-01-E09-1713
Unit of Issue: LB
CHICKEN BREAST FILLET, RAW, FZN
6 oz ea, US Gr A equiv
Estimated Requirement Quantity: 560 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
94. 8940-01-E19-0229
Unit of Issue: CO
ENTRÉE, MULTI SERV, FZN, stuffed cabbage, w/sauce, 92 oz co
Estimated Requirement Quantity: 216 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
95. 8910-01-E09-0140
Unit of Issue: EA
ICE MILK BAR, FUDGE, 3 oz ea
Estimated Requirement Quantity: 10,000 EA
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
96. 8960-01-E19-1397
Unit of Issue: BT
WATER, DRINKING, SPRING, SODIUM FREE, NON-CARB, 24 oz plastic bt
Estimated Requirement Quantity: 26,000 BT
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
97. 8920-01-E09-1908
Unit of Issue: CS
CEREAL BAR, PRICE/MARSHMALLOW, 1.3 oz ea, Ind wrap, 80/case, **KELLOGG'S/RICE KRISPIE TREATS, SKU: 26547**
Estimated Requirement Quantity: 400 CS
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
98. 8940-01-E19-3355
Unit of Issue: LB
APPETIZER, FZN, CHEESE STICKS, MOZZARELLA, BTRD, 3 lb box
Estimated Requirement Quantity: 650 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

99. 8930-01-035-0086

Unit of Issue: HD

JAM AND JELLY ASST, variety pack, jams or jellies, or combo US Gr A, 1/2 oz pg

Estimated Requirement Quantity: 1,000 HD

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

100. 8905-01-388-1164

Unit of Issue: LB

BEEF FAJITA STRIPS, fzn, raw, seasoned or marin, 1/2 in. by 1/2 in. by 2 in. min length prior to cooking

Estimated Requirement Quantity: 1,000 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

ZONE 3 – AUTEC

101. 8905-01-056-9123
Unit of Issue: LB
BEEF RIBEYE ROLL fzn, min US Choice Gr, 8 to 12 lb, **Namp** 112, wt range c and/or d
Estimated Requirement Quantity: 6360 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
102. 8905-01-034-7547
Unit of Issue: LB
BEEF LOIN, Strip Loin Steak, bnls, center cut, fzn, portion-cut, min US Choice Gr, max 1/2 in. tail, 0.4 to 1.0 in. thick, **Namp** 1180A
Estimated Requirement Quantity: 10,976 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
103. 8905-01-E19-5198
Unit of Issue: LB
SHRIMP, BRD, PRECKD, FZN
butterflied, tail-on, 26-30/lb, 3 lb bag
Estimated Requirement Quantity: 12,240 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
104. 8915-01-E09-0184
Unit of Issue: CO
JUICE, ORANGE, conc, 4/1, 3 liter co, for post-mix
VITALITY/SELECT SKU: 105639
Estimated Requirement Quantity: 240 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
105. 8905-01-E59-8581
Unit of Issue: LB
BACON, SLICED, cured, smoked, laid out pack, 18-22/lb, 15 lb case, **HORMEL, SKU: 16675**
Estimated Requirement Quantity: 8,160 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
106. 8905-01-E09-2250
Unit of Issue: LB
FISH, COD, FILLETS, BTRD, RAW, FZN, 3.25 oz ea
Estimated Requirement Quantity: 5,400 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____
107. 8905-01-E59-5547
Unit of Issue: LB
CHICKEN TENDERLOIN FRITTER, BRD, RAW, FZN, w/black pepper, country style, marin, for fryer, 106/10 lb case, **CONAGRA/PIERCE FOODS, SKU: FCT10**
Estimated Requirement Quantity: 6,000 LB
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

108. 8905-00-126-8743

Unit of Issue: LB

PORK, SPARERIB, fzn, max 3.5 lb and down,

NAMP 416, wt range A and/or B

Estimated Requirement Quantity: 10,526 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

109. 8905-01-E09-5685

Unit of Issue: LB

BEEF, GRD, BULK, FZN, 80% min lean, 10 lb pg,

NAMP 136

Estimated Requirement Quantity: 7,200 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

110. 8915-01-E09-7164

Unit of Issue: CO

JUICE, APPLE, FZN, conc, 5/1, 3 liter co, for post-
mix dispenser, **VITALITY, SKU: 105633**

Estimated Requirement Quantity: 120 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

111. 8905-01-E09-3591

Unit of Issue: LB

FISH, SALMON, FILLETS, RAW, FZN, US Gr A
equiv, skinless, 4 oz ea

Estimated Requirement Quantity: 2,400 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

112. 8910-00-656-0993

Unit of Issue: LB

CHEESE, AMERICAN, PROCESSED,

SLICED, sliced, pasteurized, 3 to 5 lb pg, 21

CFR 133.169

Estimated Requirement Quantity: 5,600 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

113. 8905-01-E09-7413

Unit of Issue: LB

CHICKEN, CUT-UP, 8 PIECE, FZN, US Gr A,

marin, 5.8 oz ea, IQF, 96/case, **TYSON/TASTY****BASTED-EXTRA LARGE, SKU: 9343**

Estimated Requirement Quantity: 8,208 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

114. 8905-01-E60-1141

Unit of Issue: LB

TURKEY BREAST, BNLS, CKD, DELI, CHL,

98% fat free, sknls, oven roasted, 9.5 lb avg, 2/case

CONAGRA/LONGMONT, SKU: 74308-46700

Estimated Requirement Quantity: 3,672 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

115. 8905-01-E59-3901

Unit of Issue: LB

FRANKFURTERS, BEEF, CHL, Kosher,

skinless, 8/lb, 6 in. lg, vac pac, 5 lb box, 2/case

HEBREW NATIONAL, SKU: 74956-18441

Estimated Requirement Quantity: 3,200 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

116. 8910-01-210-4382

Unit of Issue: DZ

EGGS, SHELL, LARGE WHITE, USDA AA
fresh or shell protected fresh, large, US Consumer
Grade A, 15 dz/case

Estimated Requirement Quantity: 10,800 DZ

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

117. 8910-01-E09-4555

Unit of Issue: **CO**MILK, WHOLE, **Shelf Stable, UHT, ½ gal co**Estimated Requirement Quantity: 7,000 **CO**

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

118. 8910-00-125-8440

Unit of Issue: **LB****CHEESE, CHEDDAR, Natural, Fresh, Medium
Cured or Aged, 20 lb max, US Grade AA or A**Estimated Requirement Quantity: 3,600 **LB**

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

119. 8905-01-E09-0458

Unit of Issue: LB

BEEF, CUBED STEAK, fzn, 4-6 oz ea, Namp 1100

Estimated Requirement Quantity: 2,240 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

120. 8905-01-414-1581

Unit of Issue: LB

CHICKEN WINGS, fzn, disjointed (first and 2nd
joints only), **buffalo style, preckd in hot pepper
sauce, 5 lb bg**

Estimated Requirement Quantity: 6,240 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

121. 8920-01-155-6993

Unit of Issue: EA

**Cake, FZN, coffee, carrot, pound, blueberry,
banana, or choc. w/or w/o icing, baked, ind serving,
36 to 60 ind wrapped units/case**Estimated Requirement Quantity: **800 EA**

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

122. 8905-01-E19-5489

Unit of Issue: LB

SAUSAGE, BREAKFAST LINKS, PRECKD,
FZN, pork, 1.6 oz ea, 10 lb case

Estimated Requirement Quantity: 3,600 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

123. 8940-01-E19-8695

Unit of Issue: CN

GRAVY W/SAUSAGE, RTS, CANNED,
Country Style, no. 10 size can

Estimated Requirement Quantity: 960 CN

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

124. 8920-01-250-6557

Unit of Issue: BG

RICE, long grain, enriched, US No. 1 Gr or US No. 2 Gr (special grade - parboiled light), 10 lb bag, U.S. Stds of Identity for Enriched Rice and U.S. Standards for Milled Rice

Estimated Requirement Quantity: 1,224 BG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

125. 8920-01-E09-1680

Unit of Issue: PG

ROLLS, HAMBURGER, FRZN, sliced, white, 12/pg

Estimated Requirement Quantity: 3,715 PG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

126. 8950-01-E59-2113

Unit of Issue: CO

MAYONNAISE, 4 gal co, **BEST FOODS/HELLMAN'S REAL**, SKU: 26554

Estimated Requirement Quantity: 140 CO

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

127. 8940-01-E59-0794

Unit of Issue: CS

VEGETARIAN PATTIES, PRECKD, UNBRD, FZN, hamburger alternative, 3.5 oz ea, 48/case **KELLOGGS/MORNINGSTAR FARMS**, SKU: 97712

Estimated Requirement Quantity: 112 CS

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

128. 8950-01-244-3430

Unit of Issue: JR

DRESSING, RANCH, free from separation, 1 gal glass jar, cid a-a-20162, type vi

Estimated Requirement Quantity: 480 JR

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

129. 8905-01-E19-4578

Unit of Issue: LB

HAM, BNLS, CKD, CHL, boiled, cured, 10-12 lb avg, **NAMP** 508

Estimated Requirement Quantity: 2,040 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

130. 8920-01-167-4277

Unit of Issue: LB

BREAD, Wheat, fresh or **frozen**, pan baked, sandwich, pullman style, sliced

Estimated Requirement Quantity: 2,880 LB

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

131. 8960-01-E09-7934

Unit of Issue: PG

BEV BASE, FRUIT PUNCH, SWT, pdr, 24 oz pg

Estimated Requirement Quantity: 5,760 PG

Delivered price per unit _____

+Distribution price per unit: _____

Total unit price: _____

Qty x total unit price: _____

132. 8940-01-E09-4749
 Unit of Issue: CN
 CORNED BEEF HASH, CANNED, no. 10 size can
NESTLE/CHEFMATE, SKU: 50000-516800

Estimated Requirement Quantity: 3,600 CN
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

133. 8920-01-E59-3310
 Unit of Issue: CO
 BISCUITS, BUTTERMILK, FZN, 2.25 oz ea,
 100/co, **BRIDGFORD FOODS/OLD SOUTH
 BUTTERMILK, SKU: 6185**

Estimated Requirement Quantity: 20,000 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

134. 8915-00-935-6629
 Unit of Issue: CN
 MUSHROOMS, CANNED, white, stems and
 pieces, US Gr A or B, jumbo size can (25.70 oz can
 capacity weight of water at 68 degrees Fahrenheit),
 16 oz (453.6 g) min drained wt, US Std for Gr, color
 type (a), style f

Estimated Requirement Quantity: 2,112 CN
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

135. 8950-01-E09-5681
 Unit of Issue: BT
 SAUCE, STEAK, 15 oz bt, **NABISCO/A-1
 TRADITIONAL, SKU: 00010-6**

Estimated Requirement Quantity: 768 BT
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

136. 8950-01-E19-0099
 Unit of Issue: CO
 SAUCE, BARBECUE, original, 5 gal co,
**FRENCH'S FOODSERVICE/CATTLEMEN'S,
 SKU: 41500-05321**

Estimated Requirement Quantity: 80 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

137. 8955-01-E59-8334
 Unit of Issue: CN
 COFFEE, ROASTED, **KRAFT/MAXWELL
 HOUSE**, grd, univ grind, blend, 39 oz can, 6/case,
 SKU: 70231

Estimated Requirement Quantity: 480 CN
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

138. 8915-00-129-0825
 Unit of Issue: LB
 BROCCOLI, FZN, spears, 6 in. max lg, US Gr A or
 B, 2 to 5 lb pg, US Std for Gr, style (a)

Estimated Requirement Quantity: 2,592 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

139. 8920-01-E09-4136
 Unit of Issue: CO
 ROLLS, VARIETY PACK, FZN, French, dill,
 wheat and sourdough, 1.25 oz ea, 150/co

Estimated Requirement Quantity: 19,200 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

140. 8905-00-935-3161
 Unit of Issue: CN
 TUNA, CANNED, light meat, chunk or solid pack,
 packed in water, 66.5 oz net wt, 603 by 408 size can

Estimated Requirement Quantity: 480 CN
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

141. 8915-01-E19-7159
 Unit of Issue: CO
 VEG, ONION RINGS, BTRD, FZN, beer btrd, 3/8
 in. slices, 2.5 lb co, 4/case

Estimated Requirement Quantity: 624 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

142. 8905-01-E19-4054
 Unit of Issue: LB
 BEEF FOR STEWING, FZN, diced, min US Select
 Gr, 5 or 10 lb co, **Namp** 135A

Estimated Requirement Quantity: 1,200 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

143. 8910-01-247-2362
 Unit of Issue: CO
 CHEESE, COTTAGE, lowfat, large or small curd,
 group A or B, subgroup 1 or 2, type II, class 1, style
 a or b

Estimated Requirement Quantity: 2,080 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

144. 8955-01-E09-7163
 Unit of Issue: CO
 TEA, CONC, UNSWT, FZN, 100% natural tea,
 11/1, 3 liter co, for post-mix dispenser, **VITALITY**,
SKU: 104053

Estimated Requirement Quantity: 480 CO
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

145. 8950-01-E09-4331
 Unit of Issue: CN
 CATSUP, TOMATO, US Gr A, no. 10 size can
HEINZ, SKU: 512900

Estimated Requirement Quantity: 720 CN
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

146. 8920-00-125-9441
 Unit of Issue: LB
 SPAGHETTI, long form, regular cooking, enriched,
 10 lb box

Estimated Requirement Quantity: 3,720 LB
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

147. 8910-00-139-5775
 Unit of Issue: GL
 ICE MILK MIX, chl, liq, vanilla, regular, for soft
 serve ice cream machines

Estimated Requirement Quantity: 3,350 GL
 Delivered price per unit _____
 +Distribution price per unit: _____
 Total unit price: _____
 Qty x total unit price: _____

148. 8920-00-164-0446
Unit of Issue: BX
CEREAL, OATS, PUFFED, (oven-puffed or gun-puffed), 72 ind pgs/box

Estimated Requirement Quantity: 80 BX
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

149. 8920-01-E19-7731
Unit of Issue: PG
MUFFIN, ENGLISH, Frzn, 2 oz ea, 12/pg, 6 pgs/case

Estimated Requirement Quantity: 4,320 PG
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

150. 8950-01-E09-8795
Unit of Issue: CO
SPICE, PEPPER, BLACK, GRD, 16 oz co (1 lb size co), **MCCORMICK, SKU: 52100-32401**

Estimated Requirement Quantity: 1,440 CO
Delivered price per unit _____
+Distribution price per unit: _____
Total unit price: _____
Qty x total unit price: _____

INSERT AS Page 140

EVALUATION FACTORS FOR AWARD

TECHNICAL PROPOSAL EVALUATION

The following evaluation factors are listed in descending order of importance. Each factor will state the importance of its subfactor. The Government 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 subfactors that place the Government at risk.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

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

A. Corporate Experience

1. The Government will perform an integrated assessment of the offeror's corporate experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract. 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 also 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.

2. The offeror's identification of key personnel, and its individual experience will be examined in order to determine the anticipated success of the firm in providing service to its customers. This information should be addressed during the Oral Presentation.

B. Past Performance

When evaluating Past Performance, the offeror's written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror will be taken into account. Government in-house records will be considered more significant than information provided by other references.

1. The Government will evaluate the offeror's record of performance with both commercial and government contracts. The Government will determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service at fair and reasonable prices. If an offeror has performed on government contracts, offerors will also be evaluated on socioeconomic issues of past and current contracts. **In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.** 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, and will be considered more significant than information provided by other references.

2. The Government will evaluate the prime vendor's, or its partner's, experience on contracts similar in size and complexity to this solicitation. If applicable, a firm's experience with export shipments will be evaluated. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.

PREPROPOSAL CONFERENCE
DECEMBER 4, 2003
SUMMARY

Preproposal Conference was held at DSCP in Philadelphia on December 4, 2003. The following is a brief summary of the conference, a copy of the briefing charts used, the list of attendees, and questions and answers posed at this conference. Handouts were available that included briefing charts, current usage by the customers, and national and local stock catalogs.

Pat Amendolia, Contracting Officer, opened up the meeting by welcoming and thanking everyone for coming. DSCP introductions were then given for the DSCP personnel present.

Tom Lydon – Program Manager
Pat Amendolia – Contracting Officer
Lillian Gardner – Regional Manager
Kathy Morris – Contract Specialist
Denise Morales – Contract Specialist
Eileen Lott – Contract Specialist
Maryann D'Amore – Account Manager
Al Calluso – Office of Counsel

Mr. Tom Lydon greeted and spoke a little about our prime vendor program. Mr. Lydon briefly went over our new BSM system and its ongoing improvements to process vendor payments promptly. He asked if there were any questions, and then returned the meeting to Pat Amendolia. Ms. Amendolia reviewed the acquisition process, beginning with the Preproposal Conference. It was explained that an amendment would follow to include the Preproposal Conference briefing charts, all questions and answers, and the sign in sheet. The closing would probably be extended to late January.

After closing, we will be conducting oral presentations for this acquisition. Ms. Amendolia explained the process. Oral Presentations save time in evaluating and rating the proposal. It was explained that we will determine the dates for the Oral Presentations after the closing date of the solicitation. We are not just looking at price. However, price is always important. For purposes of this solicitation, technical is weighted more than price. Site visits are always part of our process. We look at each offeror's operation. We verify what you told us in your proposal actually exists in your facility. Generally, there are usually some type of negotiations that take place, but realize that the Government reserves the right to award without discussions. If we do have negotiations, we will ask for final proposal revisions.

Ms. Amendolia then conducted a question and answer session and, again, thanked everyone for attending the conference.

QUESTIONS AND ANSWERS

QUESTION: How should mandatory items be stocked?

ANSWER: Mandatory items should be stocked only if there is a customer requirement.

QUESTION: What items are exempt from Berry?

ANSWER: There are about 20 items exempt from Berry. These exemptions can be found in the Far which can be accessed from the DSCP website: <http://www.dscp.dla.mil/contract/policy.htm>.

QUESTION: Can you clarify if we need to take the NAPA deduction from the market basket in the business proposal?

ANSWER: Do not deduct the NAPA allowance when proposing a price for a market basket item that currently has a Napa discount.

QUESTION: Clarify how the increase in option year should be shown on the Business Proposal?

ANSWER: You can make the statement that the price will go up or down a percentage, but, you must also state the dollar figure increase/decrease.

QUESTION: Where should the item technical descriptions be addressed?

ANSWER: The technical descriptions must be submitted as part of the technical portion of the offer.

QUESTION: Can the offeror visit the customer locations?

ANSWER: Yes. You should call and schedule an appointment to visit the customer facilities. However, the customers must agree to your sit visit also.

QUESTION: Define emergency order?

ANSWER: An emergency order must be delivered the same day. There is no set definition. Customers are allowed two emergency orders per month at no cost.

QUESTION: Define surge/mobilization?

ANSWER: We need to know how your company could react to any surge. We cannot predict how much demand such a surge would require.

QUESTION: When will the annual volume for the USCG be established?

ANSWER: This information will be defined in the Amendment.

QUESTION: How accurate are the delivery days and times stated in the solicitation?

ANSWER: We received this information from the customers. However, after award, an alternate delivery schedule may be established but only if it is mutually agreed upon.

QUESTION: Why are the volume dollar figures different on pages 10 and 11 of solicitation?

ANSWER: When developing the solicitation, we were constantly adding to page 11 as the information became available. We will confirm the dollar values in the Amendment.

QUESTION: What is the address of the ports?

ANSWER: This information will be clarified in the Amendment.

QUESTION: Clarify the pricing and food audits.

ANSWER: You will receive letters from our pricing team and be requested to submit selected invoices at random for price audit reviews. Also, a two day food quality audit will be held at the vendor's plant by our quality team. Details of Food Audits are explained in the solicitation. Products will be sampled from the vendor's catalog using a random selection process. However, the vendor is notified approximately two weeks prior to the audit of what products will be sampled. Per Al Calluso (Office of Counsel), we may also do other audits, i.e. Fill Rate. This information is also part of the information submitted monthly in the vendor's management reports

BRIEFING CHARTS

**SUBSISTENCE PRIME VENDOR
PREPROPOSAL CONFERENCE
DECEMBER 4, 2003**

WELCOME!

TODAY'S AGENDA

- WELCOME ADDRESS/INTRODUCTIONS
 - PAT AMENDOLIA
- SOLICITATION REQUIREMENTS REVIEW
- ORAL PRESENTATION REVIEW
- SYSTEMS ISSUES
 - JOE CASELLA
- OPEN FORUM
 - QUESTIONS & ANSWERS

DSCP FOCAL POINTS

- PAT AMENDOLIA – Contracting Officer
 - (215) 737-4469
 - EMAIL – pat.amendolia@dla.mil
- KATHY MORRIS – Purchasing Specialist
 - (215) 737-8014
 - EMAIL – kathy.morris@dla.mil
- MARYANN D'AMORE – Account Manager
 - (215) 737-4273
 - EMAIL – maryann.damore@dla.mil
- LILLIAN GARDNER – Regional Manager
 - (215) 737-9231
 - EMAIL – lillian.gardner@dla.mil

OVERVIEW

- PRIME VENDOR SUPPORT
 - 3 ZONES
- INDEFINITE QUANTITY CONTRACTS
 - 1 YR BASE TERM + FOUR – 1 YEAR OPTIONS
 - JUNE 7, 2004 START UP
- ESTIMATED DOLLAR VALUE
 - ZONE 1 - \$17.9M ANNUALLY
 - ZONE 2 - \$3.0M ANNUALLY
 - ZONE 3 - \$1.1M ANNUALLY
- GUARANTEED MINIMUM 10% OF ESTIMATE

CUSTOMER SUPPORT

- ZONE 1:

• MAYPORT OASIS GALLEY	\$ 450,000
• FSC MAYPORT	\$8,580,000
• NAS JACKSONVILLE GALLEY	\$ 650,000
• NAS JACKSONVILLE NAV HOSP	\$ 270,000
• KINGS BAY TRF	\$3,175,000
• KINGS BAY GALLEY	\$ 875,000
• GTMO	\$3,935,889
• USCG MAYPORT	\$ 46,000

CUSTOMER SUPPORT

- **ZONE 2**

• CAMP BLANDING	\$ 45,000
• PATRICK AFB	\$ 379,000
• NOTU PORT CANAVERAL	\$ 262,236
• MACDILL AFB	\$ 751,116
• KEY WEST (ARMY & NAVY)	\$ 141,876
• KROME DETENTION CENTER	\$ 998,000
• MIAMI JOB CORPS	\$ 126,000
• HONDURAS	\$ 180,000
• VARIOUS COAST GUARD	\$ 100,000+
• ECUADOR*	\$ 571,349

** IF REQUIRED*

CUSTOMER SUPPORT

- **ZONE 3**

• AUTECH, BAHAMAS	\$1,100,000
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WHAT HAPPENS NOW?

- PREPROPOSAL CONFERENCE
- AMENDMENT TO SOLICITATION
- CLOSING
- ORAL PRESENTATIONS/EVALUATIONS BY TECH PANEL
- SITE VISITS
- NEGOTIATIONS
- POSSIBLE REVISED PROPOSALS
- FINAL PROPOSAL REVISIONS
- AWARD!!!
- POST AWARD CONFERENCE

ITEMS

- TOTAL FOOD & BEVERAGE SUPPORT
- ITEMS NOT INCLUDED
 - FRESH FRUITS/VEGETABLES
 - FRESH DAIRY/BAKERY
 - COKE & PEPSI (UNDER DSCP SODA CONTRACTS)
- FOOD SERVICE OPERATING SUPPLIES
 - MAY BE ADDED AT ANY TIME THROUGHOUT THE CONTRACT TERM

CATEGORIES OF ITEMS

- FOOD CATEGORY LISTING – FIXED
 - PAGE 13-14 OF SPM300-03-R-D029
- 38 CATEGORIES LISTED
 - FOR PURPOSE OF PROPOSING DISTRIBUTION PRICES
- DEVIATIONS WILL NOT BE ACCEPTED
- A CHANGE TO THE LIST MAY BE CONSIDERED BEFORE THE CLOSING DATE

MUSIC & MANDATORY ITEMS

- MUSIC ITEMS – MILITARY UNIQUE SUBSISTENCE ITEM COORDINATION
 - ARC DIVERSIFIED
 - 4 ITEMS – PAGE 15 OF SPM300-03-R-D029
- MANDATORY ITEMS
 - PANCAKE MIX, DEVIL'S FOOD CAKE MIX AND GINGERBREAD CAKE MIX – ARC DIVERSIFIED
 - GARLIC POWDER, PAPRIKA – UNISTEL
 - DINING PACKETS – NIB
 - PAGE 16-17 OF SPM300-03-R-D029

BERRY AMENDMENT

- **DEFENSE APPROPRIATIONS ACT =**
 - FOOD SUPPLIED USING APPROPRIATED FUNDS MUST BE MANUFACTURED OR PROCESSED IN US OR ITS TERRITORIES
- **PROCESSED FOODS**
 - FOOD ITEMS MAY BE PURCHASED CONTAINING COMPONENTS OF FOREIGN ORIGIN PROVIDED THEY ARE PROCESSED DOMESTICALLY. HOWEVER, THIS PROCESSED FOOD EXCEPTION SHALL NOT APPLY TO FISH, SHELLFISH, OR SEAFOOD PRODUCTS.

NAPA

- AGREEMENTS BETWEEN DSCP AND MANUFACTURERS
- MAXIMIZES DSCP'S BUYING POWER AND REDUCES THE COST TO THE CUSTOMER
- BILL BACK TO AGREEMENT HOLDER
- APPLIED TO DELIVERED PRICE
- INVOICE/CATALOG PRICE MUST REFLECT THE NAPA DISCOUNT

EVALUATION FACTORS FOR AWARD TECHNICAL > PRICE

- CORPORATE EXPERIENCE/PAST PERFORMANCE
- DISTRIBUTION SYSTEM/CAPABILITY
- QUALITY ASSURANCE
- SOCIOECONOMIC CONSIDERATIONS
- JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT
- DLA MENTORING BUSINESS AGREEMENT (MBA)

TECHNICAL PROPOSAL TRADE-OFF PROCESS

- ORAL PRESENTATIONS/SITE VISITS
 - MAJORITY OF PROPOSAL PRESENTED ORALLY
 - LIMITED TO 3 HOURS FOR PRESENTATION (PLUS ONE-HALF HOUR FOR EACH ADDITIONAL ZONE)
 - EACH WAREHOUSE WILL BE VISITED
 - 6 COPIES REQUIRED
- WRITTEN SUBMISSION
 - MARKED WITH ASTERISK
 - SUMMARY – PAGES 101-102 OF SPM300-03-R-D029

ORAL PRESENTATIONS

- TECHNIQUE USED TO PRESENT INFORMATION THROUGH VERBAL MEANS
- MADE BY KEY MEMBERS OF FIRM
- LIMITED TO NAMES SUBMITTED AT CLOSING
- WILL BE TAPED
- REFERENCE PAGES 99 – 102

BUSINESS PROPOSAL

- SUBMITTED IN WRITING
 - 2 COPIES
- EVALUATED SEPARATELY
- MARKET BASKET SCHEDULE OF ITEMS
- USE SPREADSHEET FORMAT – PAGE 115-118
- OPTIONS - MANDATORY

BUSINESS EVALUATION FACTORS

- AGGREGATE PRICING – MARKET BASKET
- DISTRIBUTION PRICES
- CATEGORY DISTRIBUTION PRICES
- PRODUCT LISTING (INFORMATIONAL ONLY – WILL NOT BE EVALUATED)

PRICING

- MARKET BASKET PRICING – 50 ITEMS (PER ZONE)
- UNIT PRICE =
 - DELIVERED PRICE + DISTRIBUTION PRICE
- DO NOT DEDUCT NAPA ALLOWANCES
- INVOICES MUST BE SUBMITTED
- PRICES = GOVERNMENT UNIT OF ISSUE
- PRICES – LIMITED TO 2 DECIMAL PLACES

STORES
SUBSISTENCE TOTAL ORDER
&
RECEIPT ELECTRONIC SYSTEM

- SERVICES HAVE THEIR OWN FOOD MANAGEMENT SYSTEM

ELECTRONIC DATA INTERCHANGE

- ANSI X-12 STANDARD (3060 VERSION)
 - BE PREPARED TO GO TO 4010 VERSION
- 810 – ELECTRONIC INVOICE
- 820 – PAYMENT VOUCHER INFORMATION
- 832 – CATALOG UPDATES
- 850 – PURCHASE ORDER
- 861 – RECEIPT
- VAN SERVICES (OWN OR DAASC)
- INTERNET ACCESS

850 PURCHASE ORDER

- CUSTOMER DODAAC
- SHIP TO INFO
- DELIVERY DATE
- ITEM DESCRIPTION
- VENDOR PRODUCT CODE
- UNIT OF ISSUE (DSCP)
- QUANTITY (VENDOR UNIT)
- SELLING PRICE
- DOD STOCK NUMBER
- VENDOR UNIT OF MEASURE
- PURCHASE ORDER NUMBER
- FIC
- LINE ITEM NUMBER
- (CLIN)

832 CATALOG UPDATE

- VENDOR PRODUCT CODE
- ITEM DESCRIPTION
- UNITS PER PURCHASE PACK
- PACKAGE SIZE
- PACKAGE UNIT OF MEASURE
- CURRENT PRICE
- DOD STOCK NUMBER

- VENDOR UNIT OF MEASURE

- ECONOMIC INDICATOR

- COMMENTS

- PURCHASE RATIO FACTOR

The Vendor's Catalog....

STORES Vendor Item Catalog is created and maintained by the Prime Vendor via 832 transaction set

- Updates are submitted weekly (most - Thurs 1:30pm). DSCP Acct Mgr reviews catalog changes for prices and basic PRF problems – all problems are referred back to PV for 832 update

Customers download this updated catalog Monday morning

Customers cannot receive any items which is not on the Vendor Item Catalog in STORES at time of order

DELIVERY INVOICES 810 TRANSACTION

KEY DATA

- CONTRACT/CALL NUMBER
- PURCHASE ORDER NUMBER
- DODAAC
- CONTRACT LINE ITEM (CLIN)
- ITEM NOMENCLATURE
- STOCK NUMBER
- QUANTITY (DSCP UNIT OF ISSUE)
- TOTAL DOLLAR VALUE

ALL INVOICES MUST BE CLEAN!!!!!!!!!!!!!!

**ADJUST YOUR INVOICES
BEFORE TRANSMITTING!!!**

Reconciliation

**Vendor Tool on the Horizon
Soon...in early 2004**

A Vendor reconciliation Tool that will allow a vendor to view what a customer has receipted and/or not receipted, as well as dollar values of STORES receipt

SUMMARY – BE PREPARED TO:

- CREATE AND MAINTAIN A CATALOG
- RECEIVE ORDERS VIA EDI
- TRANSMIT CATALOG CHANGES VIA EDI
- SUBMIT INVOICES VIA 810 TRANSACTION SET

(ADJUST INVOICE SYSTEMICALLY BEFORE ELECTRONIC TRANSMISSION)

BSM

- BUSINESS SYSTEMS MODERNIZATION
- SAP REPLACED DISMS
- YOU MUST CONFORM TO ALL SOLICITATION REQUIREMENTS

CONCLUSION

- SPM300-03-R-D029
 - CLOSING JANUARY 8, 2004
- DUE 3:00 P.M. PHILADELPHIA TIME
- NO EXTENSIONS ANTICIPATED
- AMENDMENT WILL FOLLOW WITH ANY CHANGES OR UPDATES

QUESTION & ANSWER SESSION

- QUESTIONS PREVIOUSLY SUBMITTED
- QUESTIONS FROM TODAY

- THANK YOU FOR COMING AND WE LOOK FORWARD TO RECEIVING YOUR PROPOSAL!

SUBSISTENCE PRIME VENDOR

SOUTHEAST REGION

SPM300-03-R-D029

PREPROPOSAL CONFERENCE

DECEMBER 4, 2003



PLEASE SIGN IN ::::::::::::::::::::::::::::::::::::::

<u>ATTENDEE:</u>	<u>FIRM/ ADDRESS:</u>	<u>PHONE #/FAX #:</u>	<u>EMAIL ADDRESS:</u>
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