

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE	OF
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM300-03-R-0001	
6. SOLICITATION ISSUE DATE 2003-03-25		7. FOR SOLICITATION INFORMATION CALL		a. NAME Denise M. Morales		b. TELEPHONE NUMBER (No Collect Calls) (215) 737-3867	
8. OFFER DUE DATE/LOCAL TIME 2003-04-28 11:00:00		9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA, 19111-5096 US TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: 500		11. DELIVERY <b>SEE SCHEDULE</b>	
12. DISCOUNT TERMS		13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13 b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>SEE SCHEDULE</b>				16. ADMINISTERED BY			
17 a. CONTRACTOR/OFFEROR				18 a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>	
<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>		<b>SEE SCHEDULE</b>	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  <input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE							
<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET							

AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30 a. SIGNATURE OF OFFEROR/CONTRACTOR		31 a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )	
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30 c. DATE SIGNED	31 b. NAME OF CONTRACTING OFFICER ( <i>TYPE OR PRINT</i> )	31 c. DATE SIGNED
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER  35. AMOUNT VERIFIED CORRECT FOR
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32 c. DATE	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
		37. CHECK NUMBER	40. PAID BY
		38. S/R ACCOUNT NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41 c. DATE	42b. RECEIVED BY ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS
			<b>SF1449</b>

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS -- SF 1449 (CONTINUATION SHEET)

Page 1, continued

1. BLOCK 8 (CONTINUED)

Offer Due Date/Local Time: April 28, 2003 11:00 AM LOCAL PHILA TIME

2. BLOCK 9 (CONTINUED)

**Mailed offers should be sent to:** Defense Logistics Agency  
Defense Supply Center Philadelphia  
Post Office Box 56667  
Philadelphia, PA 19111-6667

**Hand carried offers, including delivery by commercial carrier, should be delivered to:** Defense Supply Center Philadelphia  
Business Opportunities Office  
Bldg. 36, 2<sup>nd</sup> Floor, Wing E  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

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

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

3. BLOCK 17a: Offeror’s assigned DUNS Number: \_\_\_\_\_.

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

4. BLOCK 17a: Email Address: \_\_\_\_\_

**5. NOTE: LIST POINTS OF CONTACT FOR ALL INVOICING AND PAYMENT ISSUES. ALSO LIST TELEPHONE AND FAX NUMBERS:**

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**6. AUTHORIZED NEGOTIATORS:**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator.

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**SUPPLIES OR SERVICES AND PRICES**

**I. INTRODUCTION**

A. The Defense Supply Center Philadelphia (DSCP) intends to support the needs of its customers by entering into one (1) or more Indefinite Quantity Contracts (IQC's) to supply milk and dairy products to the customers stated below.

B. This solicitation contains the estimated dairy requirements for the following customers:

- US Naval Station, Roosevelt Roads, PR
- Dining Facility, Fort Buchanan, PR
- Ramey Job Corps, Aguadilla, PR
- Arecibo Job Corps, Arecibo, PR
- Barranquitas Job Corps, Barranquitas, PR
- Department of Defense Schools

C. The resulting contract(s) will be Indefinite Quantity Contracts (IQC's) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). The contract term for this solicitation will be for a (1) year base term with a one year option. **Acceptance of the option year is mandatory.** The proposed prices for the option year shall be stated separately. All fluid milk items (whole, reduced fat, low fat, skim, buttermilk, and eggnog) are governed by the Economic Price Adjustment Clause, which is included in this solicitation, for both the base term and option periods.

D. The estimated dollar value is \$210,000.00, inclusive of the option year.

E. Delivery: Items should be routinely delivered on a skip-day basis, or an alternate delivery period as specified or agreed upon.

F. **This acquisition for milk and dairy products is solicited on an "All or None" basis per group. Each group will be evaluated separately.**

**II. GUARANTEED MINIMUM/MAXIMUM**

A. The guaranteed minimum for both Groups is 25% of the estimated dollar value for each group.

B. The maximum ceiling on the resultant contract(s) is 125% of the estimated dollar value per year. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This higher alternate ceiling is 150% of the estimated dollar value per year.

C. If at any point during the base year the contract(s) reaches its maximum monetary ceiling of 125% (150% in case of surge/mobilization), the government reserves the right to exercise the option year less than one (1) year after the start of the contract base term.

### **III. PRICING**

A. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.

B. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.

C. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point. Reference Clause 52.214-9P06 "Rounding Off of Offer and Award Prices". In addition, the system requires that prices be fixed for a certain period of time. Prices for the resultant contract(s) will be frozen for the base term of the contract and for each subsequent option year.

### **IV. NEW ITEMS**

A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DSCP Contract Specialist, Denise Morales, shall be submitted to have the item added. The DSCP Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.

B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the contracting officer must determine that the price for the respective item is fair and reasonable.

C. A written modification will not be issued when an item is added to the catalog.

D. Additional items may not increase the original dollar value of the contract by more than 25%.

E. IMPORTANT NOTE: Items not included in the STORES catalog cannot be ordered from the contractor until the time at which the item appears on the catalog.

F. The Government reserves the right to remove any items from the Schedule of Items from any Group should an (all) offeror (s) not bid on all the items in any Group.

## **V. ADDITIONAL CUSTOMERS**

A. Additional DoD and non-DoD customers located in the same distribution area as the successful contractor may be added to the contract based on a mutually agreed upon implementation plan.

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

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

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

## **VI. CONTRACTING AUTHORITY**

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

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

## **VII. CUSTOMER SERVICE POLICY**

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

**BASE**

**TERM**

**SCHEDULE/PRICING**

**BASE YEAR**

GROUP I – MILK AND MILK PRODUCTS – US NAVAL STATION ROOSEVELT ROADS; FT. BUCHANAN;  
 RAMEY JOB CORPS, ARECIBO JOB CORPS, BARRANQUITAS JOB CORPS

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
01.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-0531 GALLON PLASTIC/FIBER PRODUCT NUMBER _____	4,800	GL		
02.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-2739 BULK 5 GALLON CONTAINER PRODUCT NUMBER _____	500	GL		
03.	MILK, LOWFAT, WHITE (1% MF)  NSN: 8910-01-E11-0539 HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	9,100	½ PT		
04.	MILK, LOWFAT, WHITE (1% MF)  NSN: 8910-01-E11-4723 GALLON PLASTIC/FIBER PRODUCT NUMBER _____	2,360	GL		
05.	MILK, LOWFAT, WHITE (1% MF)  NSN: 8910-01-E11-2161 BULK 5 GALLON CONTAINER PRODUCT NUMBER _____	7,530	GL		
06.	MILK, LOWFAT, WHITE (2% MF)  NSN: 8910-01-E11-2152 BULK 5 GALLON CONTAINER PRODUCT NUMBER _____	810	GL		

**BASE YEAR**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
07.	MILK, SKIM (NONFAT), WHITE  NSN: 8910-01-E11-0550 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	896	½ PT		
08.	MILK, CHOCOLATE, WHOLE  NSN: 8910-01-E11-0564 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
09.	MILK, CHOCOLATE, WHOLE  NSN: 8910-01-E11-0570 BULK 5 GALLON CONTAINER PRODUCT NUMBER_____	2,260	GL		
10.	MILK, CHOCOLATE FLAVORED LOWFAT  NSN: 8910-01-E11-2644 BULK 5 GALLON CONTAINER PRODUCT NUMBER_____	603	GL		
11.	EGGNOG  NSN: 8910-01-E11-0585 GALLON PLASTIC/FIBER PRODUCT NUMBER_____	20	GL		

**BASE YEAR**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
12.	CREAM, FRESH, LIGHT, WHIPPING  NSN: 8910-01-E11-0604 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	20	½ PT		
13.	CREAM, HEAVY, WHIPPING  NSN: 8910-01-E11-0599 QUART PLASTIC/FIBER PRODUCT NUMBER_____	400	QT		
14.	SOUR CREAM  NSN: 8910-01-E11-06115 PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,030	PT		
15.	COTTAGE CHEESE, LOWFAT CREAMED  NSN: 8910-01-E11-3922 16 OZ CO PLASTIC/FIBER PRODUCT NUMBER_____	976	LB		
16.	COTTAGE CHEESE, REGULAR  NSN: 8910-01-E11-3402 16 OZ CO PLASTIC/FIBER PRODUCT NUMBER_____	400	LB		
17.	COTTAGE CHEESE, CREAMED, WITH PINEAPPLE  NSN: 8910-01-E11-3922 16 OZ CO PLASTIC/FIBER PRODUCT NUMBER_____	400	LB		

**BASE YEAR**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	CREAM CHEESE  NSN: 8910-01-E11-4431 3 LB CO PLASTIC/FIBER PRODUCT NUMBER_____	1,000	LB		
19.	YOGURT, CHILLED, PLAIN, REGULAR  NSN: 8910-01-E11-0648 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
20.	YOGURT, CHILLED, REGULAR, ASSORTED FLAVORS  NSN: 8910-01-E11-4046 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	1,000	½ PT		
21.	YOGURT, CHILLED, PLAIN, LOWFAT  NSN: 8910-01-E11-1762 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
22.	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS  NSN: 8910-01-E11-3801 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	4,200	½ PT		
23.	ICE MILK MIX, SOFT SERVE, CHOCOLATE  NSN: 8910-01-E11-1599 HALF GALLON PLASTIC/FIBER PRODUCT NUMBER_____	400	½ GL		

**BASE YEAR**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
24.	MILK SHAKE MIX, VANILLA  NSN: 8910-01-E11-1598 HALF GALLON PLASTIC/FIBER PRODUCT NUMBER_____	800	½ GL		
25.	MILK SHAKE MIX, CHOCOLATE  NSN: 8910-01-E11-1599 HALF GALLON PLASTIC/FIBER PRODUCT NUMBER_____	600	½ GL		

ESTIMATED TOTAL GROUP 1: \$ \_\_\_\_\_

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND TELEPHONE NUMBER):**

**NAME** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( )** \_\_\_\_\_

**BASE YEAR**

GROUP 2 – MILK AND MILK PRODUCTS- DEPARTMENT OF DEFENSE SCHOOLS IN PR

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
26.	MILK, CHOCOLATE, WHOLE  NSN: 8910-01-E11-0564 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
27.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-0531 GALLON PLASTIC/FIBER PRODUCT NUMBER_____	4,800	GL		
28.	MILK, REDUCED FAT, CHL, WHITE  NSN: 8910-01-E11-2148 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
29.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-0532 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		

ESTIMATED TOTAL GROUP 2: \$ \_\_\_\_\_

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND TELEPHONE NUMBER):**

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_

**OPTION**

**YEAR**

**SCHEDULE/PRICING\***

(MANDATORY)

**\*OPTION YEAR PRICING MAY BE SUBMITTED AS A FIXED DOLLAR/CENTS AMOUNT OR MAY BE SUBMITTED AS A PERCENTAGE INCREASE/DECREASE FROM THE BASE TERM PRICES OFFERED. HOWEVER, IF A PERCENTAGE IS USED (STATE  $\pm\%$  HERE \_\_\_), THE ACTUAL DOLLAR/CENTS AMOUNT MUST BE CALCULATED AND FILLED OUT ON THE FOLLOWING PAGES FOR THE OPTION YEAR. THE ECONOMIC PRICE ADJUSTMENT CLAUSE WILL BE UTILIZED FOR THE ENTIRE LENGTH OF THIS/THESE CONTRACT(S) (BASE PLUS OPTION) IN DETERMINING PRICE ADJUSTMENTS FOR APPLICABLE DAIRY PRODUCTS.**

NOTE: IF NO PRICE CHANGES ARE OFFERED FOR THE OPTION YEAR, THE PRICES WILL CONTINUE TO BE BASED ON THE ECONOMIC PRICE ADJUSTMENT BASED ON THE LAST MONTH'S PRICE OF THE BASE TERM.

**OPTION YEAR**

GROUP I – MILK AND MILK PRODUCTS – US NAVAL STATION ROOSEVELT ROADS; FT. BUCHANAN;  
 RAMEY JOB CORPS, ARECIBO JOB CORPS, BARRANQUITAS JOB CORPS

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32.	MILK, LOWFAT, WHITE (1% MF)  NSN: 8910-01-E11-0539 HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	9,100	½ PT		
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**OPTION YEAR**

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**OPTION YEAR**

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42.	CREAM, HEAVY, WHIPPING  NSN: 8910-01-E11-0599 QUART PLASTIC/FIBER PRODUCT NUMBER_____	400	QT		
43.	SOUR CREAM  NSN: 8910-01-E11-06115 PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,030	PT		
44.	COTTAGE CHEESE, LOWFAT CREAMED  NSN: 8910-01-E11-3922 16 OZ CO PLASTIC/FIBER PRODUCT NUMBER_____	976	LB		
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52.	ICE MILK MIX, SOFT SERVE, CHOCOLATE  NSN: 8910-01-E11-1599 HALF GALLON PLASTIC/FIBER PRODUCT NUMBER_____	400	½ GL		

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ESTIMATED TOTAL GROUP 1: \$ \_\_\_\_\_

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND TELEPHONE NUMBER):**

**NAME** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( )** \_\_\_\_\_

**OPTION YEAR**

GROUP 2 – MILK AND MILK PRODUCTS- DEPARTMENT OF DEFENSE SCHOOLS IN PR

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
55.	MILK, CHOCOLATE, WHOLE  NSN: 8910-01-E11-0564 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
56.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-0531 GALLON PLASTIC/FIBER PRODUCT NUMBER_____	4,800	GL		
57.	MILK, REDUCED FAT, CHL, WHITE  NSN: 8910-01-E11-2148 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		
58.	MILK, WHOLE, WHITE  NSN: 8910-01-E11-0532 HALF PINT PLASTIC/FIBER PRODUCT NUMBER_____	2,000	½ PT		

ESTIMATED TOTAL GROUP 2: \$\_\_\_\_\_

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND TELEPHONE NUMBER):**

NAME\_\_\_\_\_ PHONE NUMBER\_\_\_\_\_

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_

**DESCRIPTION/SPECIFICATIONS**

**I. DEFENSE APPROPRIATIONS ACT**

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

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

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

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

**II. ORDERING SYSTEM**

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

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

2. Customers will be able to order all of their milk and dairy requirements through STORES.

3. Initially, STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.

4. EDI capability is not a requirement for award under this solicitation. However, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:

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

5. It is preferred that the successful vendor have access to the Internet and be able to send and receive electronic mail (e-mail).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, ½ pint of 2% chocolate milk would be described as "Milk, Choc, Reduced Fat, Chl 2% milk fat, ½ pt co."

#### B. Order Placement

1. Customers shall place orders via STORES to accommodate a "skip-day" delivery. Orders shall generally be sent no later than 2:00 p.m. two (2) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery.

2. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.

### III. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:

1. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:

2. Milk, Whipping Cream (fresh), Cream (fresh), Eggnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization;

3. Half and Half (ultra-pasteurized), and Buttermilk must be delivered within 96 hours after pasteurization;

4. Whipping Cream (ultra pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging;

5. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging. Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging. Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging;

6. Sour Cream must be delivered within 7 days after pasteurization;

7. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture;

8. Yogurt, must not be older than 21 days from the date of pack;

9. Ice Cream must be delivered within 120 days after manufacturing and packaging.

#### **IV QUALITY PROGRAM**

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

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Customer satisfaction is monitored;
7. Product discrepancies and complaints are resolved and corrective action is initiated;
8. Salvaged items or products shall not be used; and
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP.

**PACKAGING AND MARKING**

**I. PACKAGING, PACKING AND LABELING**

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

B. All items must be identified with readable dates (open code dates), or coded dates. Contractors that do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. Copies of key code listing will be furnished to each destination's receiving officer and each destination's inspection agency with the first delivery.

**II. BULK MILK CONTAINERS**

**The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or multi-service shipping container (plastic/metal holder/keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder/keeper case or dispenser case at point of use.**

**NOTE: Any qualification requesting monetary deposits on milk cases delivered or any liability to the government for lost or damaged milk cases will render your offer non-responsive/unacceptable. Since any such qualification is in direct violation of clause 52.217-9P04 Responsibility for Containers and Equipment (Jan 1992) DFARS, hereby made part of this solicitation.**

**NOTE: Any offeror who takes exception to the method(s) shown above may be determined to be non-responsive/not acceptable**

**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 or Contracting Officer.

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

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

**II. WARRANTIES**

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

**III. REJECTION PROCEDURES**

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.

B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the authorized food service officer.

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

D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.

E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

**IV. DELIVERY VEHICLE REQUIREMENTS**

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

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

**DELIVERIES OR PERFORMANCE**

**I. TERMS OF INDEFINITE QUANTITY CONTRACT**

A. The duration of the contract(s) is for a one (1) year base term with one (1) one-year option beginning on the day after the current contract expires.

B. Prior to the beginning of the ordering period for these contracts, a contractor start-up period in order to fully catalog the customers' requirements is recognized as being necessary to successfully implement this project.

**II. ITEM AVAILABILITY**

All items must be stocked in sufficient quantities to fill the customers' requirements.

**III. DELIVERY INSTRUCTIONS**

A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.

B. Early morning deliveries are usually preferred, i.e. prior to 10:00 a.m. Saturday deliveries are not normally required, but may occasionally be necessary to support a customer's immediate need. Detailed delivery instructions appear in Paragraph IX "Delivery Points" of this section.

**IV. HOLIDAYS**

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

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

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

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

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**V. EMERGENCY ORDERS**

A. In order to adequately support emergency orders, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

B. The vendor shall provide, at a minimum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.

C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or page number, to the customers.

## **VII. AUTHORIZED RETURNS**

- A. The contractor shall accept returns under the following conditions:
1. Products shipped in error;
  2. Products damaged in shipment;
  3. Products that are recalled;
  4. Products with concealed or latent damage;
  5. Products that do not meet shelf life requirements;
  6. Products that do not meet the minimum quality requirements;
  7. Products delivered in unsanitary vehicles;
  8. Quantity excess as a result of order input error and or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return.

## **VIII. SHORT SHIPMENTS/SHIPPING ERRORS**

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the next delivery day after notification by the ordering activity.

**IX. DELIVERY POINTS**

**GROUPS 1 AND 2**

**USNS ROOSEVELT ROADS**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
SUPPLY DEPARTMENT US NAVAL STATION BLDG 1207, ROOSEVELT ROADS, PR POC: MR. IGNACIO CALDERON (787) 865-3026	NLT 4:00 P.M.	MONDAY THRU FRIDAY

**FORT BUCHANAN**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
DINING FACILITY BLDG 1309 FT BUCHANAN, GUAYNABO, PR POC: MR. LESLIE TRUJILLO (787) 707-3360	7:00 A.M. – 12:00 P.M.	MON/WED/FRI/SATURDAY

**RAMEY JOB CORPS**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
CALLE BELT, BLDG 759 RAMEY, PR 00604 POC: RUTH RIVIERA (787) 890-2030 X202	8:00-10:30 A.M. 1:00 – 3:00 P.M.	MONDAY THRU FRIDAY

**ARECIBO JOB CORPS**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
DINING HALL, ROAD 652 KM 66 ARECIBO, PR POC: ISMAEL BORDOY		THURSDAYS AM

**BARRANQUITAS JOB CORPS**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
DINING HALL, ROAD152 KM 3.0 BARRANQUITAS, PR POC: MILITZA LUGO (787) 857-3379		MONDAY THRU FRIDAY

**DEPARTMENT OF DEFENSE SCHOOLS**

<b><u>DELIVERY TO:</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY LIMITATIONS</u></b>
1. ANTILLES ELEMENTARY SCHOOL BLDG. 1036, FT. BUCHANAN, PR		MONDAY THRU FRIDAY
2. ANTILLES INTERMEDIATE SCHOOL BLDG. 76 FT. BUCHANAN, PR		
3. ANTILLES MIDDLE SCHOOL BLDG. B-5 FT. BUCHANAN, PR		
4. ANTILLES HIGH SCHOOL BLDG. 1064 FT. BUCHANAN, PR		
5. ROOSEVELT ROADS ELEMENTARY SCHOOL BLDG. 2085 ROOSEVELT ROADS, PR		
6. ROOSEVELT ROADS MIDDLE/HIGH SCHOOL BLDG. 2095 ROOSEVELT ROADS, PR		
7. RAMEY SCHOOL CAFETERIA BLDG. RAMEY, PR		

**CONTRACT ADMINISTRATION DATA**

**I. CONTRACTING AUTHORITY**

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

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

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

**II. INVOICING**

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.

B. All invoicing for payment is to be submitted electronically using EDI transaction set 810 (See Attachment) or the WINS ordering system (See paragraph H), or the Market Ready EDI Invoicing website available July 2003 from the DSCP Subsistence Home Page (<http://www.dscp.dla.mil/subs/submain.htm>) No paper invoices shall be submitted to DFAS for payment.

C. Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number;
2. Call Number or Delivery Order Number or Contract Order Number;
3. Purchase Order Number;
4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
5. DODAAC
6. Item Nomenclature;
7. LSN or NSN;
8. Quantity purchased per item in DSCP's unit of issue;
9. Clearly identified and annotated changes on all copies;
10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).

D. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

E. The same invoice cannot be submitted with different dollar amounts. The invoice total must match the receipted delivery amount.

F. It is ***strongly preferred*** that there be only one (1) invoice per customer per delivery. Vendors are discouraged from running separate invoices for milk and dairy items. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc.

G. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.

H. Information on the Web Invoicing System (WINS): The Web Invoicing System (WINS) is an alternative to both the traditional paper invoice submitted to DFAS Columbus and an Electronic Data Interchange (EDI) 810 Transaction Set. Once a vendor has registered to submit invoices through WINS, all information pertaining to the invoice is sent via the Internet to DFAS for payment with little or no cost to the vendor. Vendors can enter invoices into templates on a DFAS owned web server that processes and routes the invoices to the appropriate payment system.

To register for WINS, go to the web site <https://ecweb.dfas.mil> and click on "New Account". Include vendor account information and in approximately 1-2 days after registration, a user ID and password will be provided. After receipt of the user ID and password, please ensure you conduct testing on the system to ensure accuracy of the data submitted and system's compatibility. If any problems are experienced in reaching this site, please call 1-800-756-4571 for assistance.

Instructions for accessing and using WINS, a WINS User Guide specifically for Subsistence can be downloaded from [www.dfas.mil](http://www.dfas.mil) <<http://www.dfas.mil>>. Click on the Electronic Commerce and scroll to "WINS Users Manual Volume 9, DISMS User Manual".

I. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from STORES. To register, go to the website <http://www.dscpl.dla.mil/subs/submain.htm>. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.

NOTE: If the WINS Program is not operable at the time this contract is awarded, the awardee may submit paper invoices to DFAS Columbus, until such time that the WINS Program becomes operable. Instructions for submitting paper invoices will be included with the award document.

### III. PAYMENTS

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

**If a customer orders manually (not through STORES), invoices must also be faxed to the Contract Specialist at (215) 737-3332/8060.**

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

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

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

### IV. ADMINISTRATION

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

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

C. The DSCP Contracting Officer must approve any changes to the contract.

### **SPECIAL CONTRACT REQUIREMENTS**

#### **I. NOTICE TO OFFERORS**

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25%, DSCP cannot guarantee that any or all of the customers will order all of their milk and dairy requirements from the successful vendor(s). Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract(s).

