

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

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

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Continuation of Blocks from SF 1449

1. Block 8

Offer Due Date/Local Time: XX June 2008, 2:00 PM, Hawaii Standard Time.

2. Block 9

Address and Submit “mailed” offers to the address indicated in Block 9 of the SF 1449. The offer must be plainly marked on the outermost envelope with the solicitation number, closing date and time set for receipt of offers, and lot for which offer is being submitted.

Address and Deliver “hand carried” offers, including delivery by commercial carrier, to the address indicated in Block 9 of the SF 1449 to the Pacific Buying Office between 8:00 a.m. and 4:00 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. Examples of “hand carried” offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

Facsimile proposals will not be accepted.

3. Block 17a

Offeror’s assigned Data Universal Numbering System (DUNS) Number: _____

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror’s assigned Contractor and Government Entity (CAGE) Code: _____

4. Block 17B

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

5. Blocks 19-24

See Market Baskets in Attachments 1 through 8

6. Notes:

A. The Government intends to amend the RFP to change the clause, DSCP 52.216-9P24 – Economic Price Adjustment (EPA) – Actual Material Costs.

B. The date, time and location of the Preproposal Conference; and the offer due date and time will be revised in an amendment to the RFP.

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007)

Note: FAR 52.212-4, Contract Terms and Conditions – Commercial Items (FEB 2007) is incorporated into the solicitation by reference. The full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

Addendum to 52.212-4

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 acceptance decision rests with the authorized receiving official.

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.

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.

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

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 (m), Termination for Cause. Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall

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not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (t), Central Contractor Registration (CCR), is revised to add the following:

(3) Definitions.

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS +4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS +4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

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FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), 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. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(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) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 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).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

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 X (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

 X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

 X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

 X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

 X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

 X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

 X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

 X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

 X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (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)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

Paragraphs (28) through (30) are not applicable and have been deleted.

 X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

Paragraph (40) is not applicable and has been deleted..

(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

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contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).

___ (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) (Nov 2006)(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) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(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) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) 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 (May 2004)(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 \$550,000 (\$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 (Mar 2007)(E.O. 11246).

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- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- Paragraph (x) is not applicable and has been deleted.
- (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.

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(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.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

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- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (21) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (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:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DLAD 52.212-9000 CHANGES – MILITARY READINESS (Mar 2001)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-
Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during an national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

Addendum

The following additional clauses are set forth in full text:

DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. “Contracting officer's representative” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

DLAD 52.211-9010 SHIPPING LABEL REQUIREMENTS – MIL-STD-129P (MAY 2006)

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(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes requirements for Contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels (but see paragraph (d) for exceptions to the requirement for 2D symbols). Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL). See the DLA Packaging Web site identified in paragraph (e) for Change Notices to MIL-STD-129P that apply. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit packs and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number(s); and on exterior shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number(s). This data is also required to be linear bar-coded on the DD Form 250.

(b) The shipping label described in this clause replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P.

(1) The shipping label requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DOD Activity Address Code (DoDAAC) for the ultimate consignee or mark-for address.

(2) The 2D symbol on the shipping label must contain the document (requisition) number, NSN, originating activity's Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250. A complete list of data elements is defined in Table IV of MIL-STD-129P. The TCN should be part of the mark-for information on the contract. This mark-for should be directly below the ship-to address in the contract. All TCNs must be unique, and each part of a shipment (partial shipment of one or more pieces) loaded on a different conveyance requires a unique TCN. Samples of TCN construction may be found at the DLA Web site identified in paragraph (e) of this clause. (A general construction of a TCN is provided below.) Except for the TCN, which must always be present on the shipping label, when the contract omits any other data elements as defined in Table IV of MIL-STD-129P and if the information is not available from the Administrative Contracting Officer, then the field is not required as part of the shipping label and may be left blank.

TCN Positions 1-14	Requisition/Document Number
TCN Position 15	Enter the suffix code; if none, enter "X"
TCN Position 16	Enter "X" if not a partial shipment; if a partial shipment, enter "A" for first shipment, "B" for second shipment, etc. (see paragraph L., Appendix L, Part II of the Defense Transportation Regulation (DTR), DOD 4500.9-R)
TCN Position 17	Enter "X"

(c) The following must comply with the requirements in Table IV of Mil-Std-129P and include all applicable data elements identified therein:

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(1) All diverted or redirected OCONUS DVD and Prime Vendor shipments which pass through the Defense Transportation System (DTS) via Defense Distribution Depot Consolidation Points (see below), Aerial Ports of Embarkation, Pre-positioned Ship Operations sites, or the Norfolk, Virginia Container Freight Station.

<u>Container Consolidation Point</u>	<u>DODAAC</u>
Defense Depot San Joaquin California (DDJC)(CCP WHSE 30)	W62N2A and SW3225
Defense Depot Susquehanna Pennsylvania (DDSP)(CCP Door 135-168)	W25N14 and SW3123

(2) Shipments for depot storage with destinations to the following OCONUS (overseas) locations:

<u>Depot Storage Site</u>	<u>DODAAC</u>
Defense Depot Pearl Harbor Hawaii (DDPH)	SW3144
Defense Depot Yokosuka Japan (DDYJ)	SW3142
Defense Depot Gernersheim Germany (DDDE)	SWE300
Defense Depot Sasebo Japan (DDYJ)	SW3143
Defense Depot Bahrain (DDZZ)	SW3107
Defense Depot Sigonella Italy (DDSI)	SW3170
Defense Depot Guam (DDPH)	SW3147
Defense Depot Korea (DDDK)	SW3105
Defense Depot Kuwait (DDKS)	SW3109

(3) Direct Vendor Delivery (DVD) shipments. The following additional guidance applies when bar coding DVD shipments:

(i) In addition to other marking requirements in the contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed clearly below the element, shall be provided. NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

(A) Document Number and suffix. The Document Number consists of a 14-character (15 characters when a suffix is included) alpha-numeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc. If there is no TCN, use the Requisition Number followed by "XXX."

(B) National Stock Number (NSN). The NSN will appear as a 13-digit code without the dashes. If there is no NSN, use the CAGE and Part Number.

(C) ICP Routing Identifier Code (RIC). The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction
S9E - Defense Supply Center Columbus – Electronics

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S9F – Defense Energy Support Center (M) - Missiles

S9G - Defense Supply Center Richmond

S9I - Defense Supply Center Philadelphia – General and Industrial

S9T - Defense Supply Center Philadelphia - Clothing and Textiles

S9M - Defense Supply Center Philadelphia – Medical Materiel

S9P - Defense Supply Center Philadelphia – Perishable Subsistence

S9S - Defense Supply Center Philadelphia – Semi-perishable Subsistence

(D) Unit of Issue. The appropriate unit of issue (U/I) will appear as a two-digit alpha character.

(E) Quantity. The quantity will appear as a five-position number, including zero fillers on the left.

(F) The above will be followed by an “A” and eight zeros (i.e., “A00000000”).

(ii) These bar code markings shall be placed on labels affixed to either to DD Form 250 or the commercial packing list. If used on the DD Form 250, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

(iii) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with ISO/IEC-16388.

(d) Listed below are exceptions to requirements in Table IV of MIL-STD-129P. These shipments/orders require only a DD Form 250 or commercial invoice and a shipping label, with the document number (except for shipments described in subparagraph (d)(5)); NSN; RIC; Unit of Issue; Quantity; Condition Code; and Unit Price. This data must be code 3 of 9 (Code 39) bar code symbology in accordance with ISO/IEC-16388. (Although not mandatory, a military shipping label in accordance with MIL-STD-129P is acceptable for depot shipments.)

(1) Subsistence items procured through full-line food distributors (prime vendors), “market ready” type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room).

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (A) pipeline; or (B) tank car, tanker and tank trailer for which the container has (1) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (2) a maximum net mass greater than 400 kg (882

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pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (3) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

(4) Medical items procured through DVD suppliers or prime vendors that ship directly to the end customer, such as Medical Treatment Facilities, hospitals, clinics, etc., and do not pass through the Defense Transportation System.

(5) CONUS-originated shipments for depot storage with destinations to the following:

<u>Depot Storage Site</u>	<u>DoDAAC</u>
Defense Depot Susquehanna Pennsylvania (DDSP)	W25G1U and SW3124
Defense Depot San Joaquin California (DDJC)	W62G2T and SW3224
Defense Depot Norfolk Virginia (DDNV)	SW3117
Defense Depot San Diego California (DDDC)	SW3218
Defense Depot Jacksonville Florida (DDJF)	SW3122
Defense Depot Puget Washington (DDPW)	SW3216
Defense Depot Cherry Pt. N. Carolina (DDCN)	SW3113
Defense Depot Columbus Ohio (DDCO)	SW0700
Defense Depot Richmond Virginia (DDRV)	SW0400
Defense Depot Red River Texas (DDRT)	W45G19 and SW3227
Defense Depot Corpus Christi Texas (DDCT)	W45H08 and SW3222
Defense Depot Tobyhanna Pennsylvania (DDTP)	W25G1W and SW3114
Defense Depot Anniston Alabama (DDAA)	W31G1Z and SW3120
Defense Depot Hill Utah (DDHU)	SW3210
Defense Depot Oklahoma Oklahoma (DDOO)	SW3211
Defense Depot Warner Robins Georgia (DDWG)	SW3119
Defense Depot Barstow California (DDBC)	SW3215
Defense Depot Albany Georgia (DDAG)	SW3121

(6) Delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(e) MIL-STD-129P provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at <http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs>. In addition, DLA's Distribution and Planning and Management System (DPMS) is a web-based system capable of providing shipping instructions and military shipping labels. Users must first register at <https://www.ddc.dla.mil/DPMSuser>. Click "OK" then "Create Account" to get access to use the DPMS production site. DPMS training is available at <https://www.ddc.dla.mil/dpms>. Click "Vendor Application," then "User's Guide."

(f) A copy of ISO/IEC-16388 is available from:

The American National Standards Institute
25 West 43rd Street
New York, NY 10036

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or through www.ansi.org or www.iso.ch.

DSCP 52.211-9P36 FDA COMPLIANCE (JAN 1992)

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

FAR 52.216-18 – Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from order commencement date through the 18-month performance period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 -- Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 (does not apply to emergency orders), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of 150% of the dollar value for the corresponding lot;
 - (2) Any order for a combination of items in excess of 150% of the dollar value for the corresponding lot; or

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(3) A series of orders from the same ordering office within 18 months that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 -- Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months from order commencement.

DSCP 52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDERS (AUG 1992)

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also

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notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

DSCP 52.216-9P24 ECONOMIC PRICE ADJUSTMENT (EPA)—ACTUAL MATERIAL COSTS (MAY 2006)

(a) Warranties.

The Contractor warrants that—

(1) distribution prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) all prices invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS.

As used throughout this clause, the term:

(1) “Contract unit price” means the total fixed price per unit charged to DSCP for a product delivered to DSCP’s customers. The contract unit price consists of two components: delivered price and distribution price, further defined below. The sum of these two component unit prices shall be rounded up or off as applicable, to two (2) places to the right of the decimal point to calculate the contract unit price.

(2) “Delivered price” means the current net price per unit charged to the Contractor for supplying the Contractor a representative weekly requirement for an item covered in the ordering catalog to the Contractor’s distribution point not later than the Thursday, 12:30 PM HST cutoff for updating the following ordering week’s ordering catalog price. The last (most recent) vendor price for an item should usually meet this definition if covering a substantial quantity of the Contractor’s deliveries for the subsequent weekly period. Only the delivered price component of the contract unit price is subject to adjustment under this clause.

(3) “Distribution price” means the firm fixed price portion of the contract unit price, offered as a dollar amount per unit of issue, which represents all the elements of the contract price other than the delivered price. The distribution price typically covers the Contractor’s projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor’s distribution point, and any other projected expenses associated with delivery to DSCP’s customers, plus profit. This price shall remain constant for the complete term of the contract period then in effect. Distribution prices shall be formatted to two (2) places to the right of the decimal point, for example, \$.50 per case.

(4) “Ordering catalog” means the listing of items and their corresponding contract unit prices available for ordering under this contract. Initially it will include only items for which fixed

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pricing has been established at contract award. Additional items may be priced and added to the ordering catalog following contract award, under procedures specified elsewhere in the contract.

(5) "Ordering week" means from Sunday at 12:01 AM through the following Saturday until midnight Hawaii Standard Time (HST).

(c) PRICE ADJUSTMENTS.

(1) General.

(A) All ordering catalog prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. If the Contractor's applicable delivered price changes after the contract date, the corresponding contract unit price shall be changed (increased or decreased) by the same amount. The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DSCP will be charged the contract unit price at time of each order regardless of any changes in the unit price occurring in any subsequent ordering week. In the event the Contractor finds a price recorded in the ordering catalog was not computed in accordance with this clause, the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter submit a refund proposal or request a price increase, whichever is applicable. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect the change.

(B) The Contractor shall submit a request weekly for approval of price changes and for the retention of current prices, no later than Thursday, 12:30 PM HST to be effective in the following ordering week's ordering catalog prices. The Contractor shall notify the Contracting Officer of its request in the form of an EDI 832 transaction set or via an update to the USDA web-ordering tool, as applicable. The notice shall include the Contractor's adjustment in the delivered price component of the applicable contract unit price.

(C) The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall immediately furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists and any other substantiating information requested by the Contracting Officer.

(D) The Contracting Officer may reject any price change or request to maintain a current price for any item, to the extent such price is found not to be representative of the Contractor's current delivered price.

(E) Should the Contracting Officer determine that a price change request contained an erroneous unit price or price change, the Contracting Officer may direct that the impending price be set at the amount determined by the Contracting Officer to reflect the current delivered price,

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or may direct that the item in question be removed from the Contractor's ordering catalog, without liability to the Contractor or the Government. The Government reserves the right to procure such removed items from any alternate source of supply.

(F) If the Contracting Officer does not notify the Contractor by Friday, 12:30 PM HST that a price or a price change request is being questioned or has been found to be erroneous, the Contractor shall take action to incorporate the requested contract unit price changes in the ordering catalog to be effective with the beginning of the following ordering week. Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting.

(G) For all proposed prices that were not correctly entered in time into the ordering catalog for the following week, or were identified following the commencement of the applicable ordering week, and any excessive prices found in prior ordering catalogs, the Contractor shall promptly refund the difference between the correct amount and the incorrect amount to the Government, whether identified by the Contractor or by the Contracting Officer.

(H) The Contracting Officer may also identify and forward to the Contractor for appropriate action, any prices the Contracting Officer deems excessive, such as when they are higher than lower delivered prices for items of comparable quality which are reasonably available to the Contractor from other sources. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor does not take appropriate corrective action in such instances.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

- (A) Supplies for which the production cost is not affected by such changes;
- (B) Changes in unit prices other than those in the ordering catalog; or
- (C) Changes in the quantities of material.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.

The aggregate of contract unit price increases for each item under this clause during any single performance period (base or option period) shall not exceed 90 percent of the initial contract unit price in such performance period except as provided hereafter. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, or in the event the latest actual cost for an item would exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing of the facts and circumstances. The notification shall include a

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revised ceiling the Contractor believes is sufficient to permit completion of the remaining contract performance period, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to establish a separate price increase limit for the item for the remainder of the current performance period. If the contract ceiling will not be raised, or raised sufficiently, to enable continued ordering of the item, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) EXAMINATION OF RECORDS.

The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(f) FINAL INVOICE.

The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) DISPUTES.

Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2004)

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for three (3) additional 18-month period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

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- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.
- (h) The total duration of any options exercised under this clause including the base period, shall not exceed 72 months.
- (i) The following provisions apply only to negotiated acquisitions:
 - (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$550,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.
 - (2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

DLAD 52.219-9003 DLA Mentoring Business Agreements (MBA) Performance (DEC 1997)

- (a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.
- (b) The contractor-mentor and its protege(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the

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contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

DFARS 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007)

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

(1) "Component" means any item supplied to the Government as part of an end product or of another component.

(2) "End product" means supplies delivered under a line item of this contract.

(3) "United States" means the 50 States, the District of Columbia, and outlying areas.

(4) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish,

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shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

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

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does not apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product.

Examples of textile products, made in whole or in part of fabric, include□

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83,

Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

DSCP 52.231-9P03 - Rebates/Discounts and Price-Related Provisions (JAN 2008)

(a) Except as specified in paragraph(b) below, all discounts or rebates received by the contractor or offered to any commercial customer, or other Governmental organization, are to be passed to DSCP in the form of an up-front price reduction. Rebates and discounts include, but are not limited to, any price reduction, payment return, payment credit, or other similar economic incentive or benefit (regardless of whether the overall price is lowered). The discount/rebate shall be passed to the Government via a reduced customer catalog price, resulting in a lower invoice price to the customer.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

(i) the Early Payment discount is based on the cost of money;

(ii) the Early Payment discount is consistent with commercial practice;

(iii) the Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;

(iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate or in exchange for a higher invoice price;

(v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and

(vi) the contractor actually made the required payment within the time period required to receive the discount.

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- (c) Upon request, the contractor shall make available for each item:
 - (i) the transportation system used to support the item;
 - (ii) the identity and location of each item's manufacturer; processor, or grower;
 - (iii) each item's distributor; and,
 - (iv) each item's pick-Up-Point.

Upon request the contractor shall provide to the government any invoices, quotes, or agreements relevant to the price components for existing items, for any new items being added to the catalog or for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice, quote, or agreement that it provides to the government. If there are no payment terms associated with the document the contractor must annotate it with "No payment terms."

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the official exchange rate as of the effective date of the document.

(d) The contractor shall not be entitled to payment for excessive pass-through charges and shall exclude excessive pass-through charges in the contract price and in any invoices submitted. Excessive pass-through charges are charges resulting from or attributable to the contractor's or its' subcontractors' effort when that effort did not add substantive value to the work performed under the contract. The Contracting Officer shall determine if excessive pass-through charges exist. The Contractor has the burden of establishing, to the Contracting Officer's satisfaction, the value it or its subcontractors at any tier added to the work performed under the contract. In the event that the government discovers potential excessive pass-through charges, the government may require the contractor to submit invoices and other documentation from all tiers to substantiate the value added at each tier; the contractor's failure to provide acceptable documentation substantiating value added is sufficient, without more, to establish that excessive pass-through charges exist. If the Contracting Officer determines that excessive pass-through charges exist, the Government shall be entitled to a prospective price reduction and a retroactive refund for the amount of excessive pass-through charges included in the contract price. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of excessive pass-through charges; failure to exercise this right shall not constitute a defense to a determination of excessive pass-through charges or the Government's assertion of remedies.

DSCP 52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992)
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Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

DSCP 52.246-9P31 SANITARY CONDITIONS (JAN 1998)

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(a) Food Establishments.

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

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

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

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

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

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

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

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paragraph N, Section I, Part II of the “Grade ‘A’ Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service”, Public Health Service Publication No. 229.

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

(b) Delivery Conveyances.

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

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

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(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.

DLAD 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) – (Feb 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT. AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.”

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, “Guidelines for Regulating Wood Packaging Materials in International Trade.” DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

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available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE	DATE
DFARS 252.203-7002	Display of DoD Hotline Poster	(Dec 1991)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper	(Aug 2000)
DFARS 252.204-7003	Control of Government Personnel Work Product	(APR 1992)
FAR 52.208-9	Contractor Use of Mandatory Sources of Supply Or Services	(Jun 2006)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Sep 2006)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	(DEC 2006)
FAR 52.212-4	Contract Terms and Conditions -- Commercial Items	(Feb 2007)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications	(Oct 1997)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	(APR 2003)
FAR 52.232-17	Interest	(Jun 1996)
DFARS 252.232-7010	Levies on Contract Payments	(DEC 2006)
FAR 52.242-13	Bankruptcy	(Jul 1995)
FAR 52.242-15	Stop-Work Order	(Aug. 1989)
FAR 52.247-34	F.o.b. Destination	(Nov 1991)

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STATEMENT OF WORK

SCOPE

1. INTRODUCTION

A. The Defense Supply Center Philadelphia – Pacific Region (DSCPP) intends to enter into long-term contracts with commercial firms to supply a full line of USDA No. 1 or better Fresh Fruit and Vegetable (FF&V) products to Department of Defense (DoD) Troop Issue and non-DoD (USDA supported schools) activities located on Hawaii and Guam, Marianas Islands.

B. This solicitation consists of two (2) Regions for Hawaii and Guam, and are divided into the following lots:

REGION	ISLAND ZONE	LOT NO.	CUSTOMER TYPE	DESCRIPTION	18 MO. EST \$	6 YEAR EST \$
HAWAII	Oahu	1	DoD	Troop Issue	\$ 3,080,000	\$ 12,320,000
		2	DoD	Navy & Coast Guard Afloat	\$ 2,200,000	\$ 8,800,000
		3	Non-DOD	Honolulu & Windward USDA Schools	\$ 520,000	\$ 2,080,000
		4	Non-DOD	Leeward & Central USDA Schools	\$ 506,000	\$ 2,024,000
				Oahu Total	\$ 6,306,000	\$25,224,000
	Hawaii (Big Island)	5	DoD & Non-DoD	DoD & USDA Schools	\$ 229,000	\$ 916,000
	Maui, Molokai, & Lanai	6	Non-DOD	USDA Schools	\$ 263,000	\$ 1,052,000
	Kauai	7	DoD & Non-DoD	DoD & USDA Schools	\$ 145,000	\$ 580,000
			HAWAII REGION TOTAL	\$ 6,943,000	\$27,772,000	
GUAM		8	DoD & Non-DoD	DoD, Afloat & USDA Schools	\$ 5,734,000	\$22,936,000

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				TOTAL FOR BOTH REGIONS	<u>\$12,677,000</u>	<u>\$50,708,000</u>
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The Government intends to make one (1) award per lot. The Government reserves the right to consider offers representing multiple lots. Offerors are required to offer on all items in the market basket for a lot, failure to do so may result in exclusion from award consideration.

This solicitation is set-aside 100% for small business. U.S. Small Business Administration has granted a waiver to the Non-Manufacturer Rule, thereby allowing a small business receiving the award under a small business set-aside to procure products from large businesses. Each lot within the solicitation is covered by the set-aside.

The resulting contracts made against solicitation SPM302-07-R-0001 will be Indefinite Quantity Contracts (IQC) with an Economic Price Adjustment based on cost of materials. An IQC will 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 (reference FAR 16.504(a)).

2. EFFECTIVE PERIOD OF CONTRACT

Each resultant contract will be for an 18 (eighteen) month base period commencing with the first order placed under the contract. Each contract will contain three (3) 18-month options. The length of the contracts, including options, may total 72 months (6 years). The Government anticipates ordering to commence no sooner than 01 October 2008.

3. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 18-month estimated dollar value along with the guaranteed 20% minimum, 150% maximum and in the event of emergencies and/or mobilization the 200% alternate higher ceiling maximum. These estimates and guaranteed amounts apply to option periods as well.

REGION	ISLAND ZONE	LOT NO.	DESCRIPTION	18 MO. EST \$	20% MIN	150% MAX	200% ALT MAX
	Oahu	1	Troop Issue	\$ 3,080,000	\$616,000	\$4,620,000	\$6,160,000
		2	Navy & Coast Guard Afloat	\$ 2,200,000	\$440,000	\$3,300,000	\$4,400,000
		3	Honolulu & Windward USDA Schools	\$ 520,000	\$104,000	\$780,000	\$1,040,000

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REGIO N	ISLAND ZONE	LOT NO.	DESCRIPTION	18 MO. EST \$	20% MIN	150% MAX	200% ALT MAX
		4	Leeward & Central USDA Schools	<u>\$ 506,000</u>	\$ 101,200	\$759,000	\$1,012,000
			Oahu Total	\$ 6,306,000	\$1,261,200	\$9,459,000	\$12,612,000
	Hawaii (Big Island)	5	DoD & USDA Schools	\$ 229,000	\$ 45,800	\$343,500	\$458,000
	Maui, Molokai, & Lanai	6	USDA Schools	\$ 263,000	\$ 52,600	\$394,500	\$526,000
	Kauai	7	DoD & USDA Schools	<u>\$ 145,000</u>	\$ 29,000	\$217,500	\$290,000
			HAWAII REGION TOTAL	\$ 6,943,000	\$1,388,600	\$10,414,500	\$13,886,000
GUAM		8	DoD, Afloat & USDA Schools	<u>\$ 5,734,000</u>	\$1,146,800	\$8,601,000	\$11,468,000
			TOTAL FOR BOTH REGIONS	\$12,677,000	\$2,535,400	\$19,015,000	\$25,354,000

4. OPTIONS

- A. Acceptance of the three 18-month option periods by the successful contractor is mandatory. Distribution Prices must be submitted for each option period, as well as for the base period. The Distribution Prices offered on each option period will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option period must be offered as a percentage, increase or decrease, from the base period.
- B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base period plus option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used in the evaluation of offers. Evaluation of the options does not obligate the government to exercise the options.
- C. Failure to propose an increase or decrease of distribution prices in the option periods will be considered, and evaluated as, no change per option period.

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- D. The base period of any resultant contract, and any option period under that contract, will not exceed 18 months, respectively. The base or any option period may be shortened if the maximum, or in the case of emergencies and/or mobilization, alternate maximums are reached prior to end of the 18-month period then in effect (see alternate maximums set forth on page 27). In the event that the base period or option periods are shortened because the applicable maximum is reached, the following option period may be exercised in accordance with the term of option clause 52.217-9P12.

5. POTENTIAL INCREASE IN CUSTOMER BASE FOR GUAM

- A. Offerors are alerted to the fact that there is the potential for significant increased military activity in Guam during the life of this contract that may substantially increase the customer base and amount of product to be furnished to customers.
- B. At this time, there is no definitive information on the possibility and timing of future increased activity; however due to on going transformation efforts of the U.S. Military Services, potential offerors are hereby cautioned of this potential for increased activity. The government anticipates a substantial increase of active duty personnel in FY 2012. There is no way to define what may be the military customer base in Guam in the next several years.
- C. It will be necessary for offerors to show that they are capable of providing adequate warehouse storage space from commercial sources to support any increased activity.
- D. Conversely, while it is highly unlikely that this will be the case, Guam may see decreased activity. Should this happen, the contractor will still be guaranteed the minimum contract amount shown in paragraph 3 above.

REQUIREMENTS

1. START-UP PERIOD

The Contractor's start up period will take place prior to the first order. The contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional thirty (30) days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

2. ORDERING CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

3. CATALOG MAINTENANCE

A. In accordance with the Economic Price Adjustment – Actual Material Costs, DSCP 52.216-9P24, vendors may change prices in their Subsistence Total Order and Receipt Electronic System (STORES) Catalogs weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All catalog changes to the STORES and USDA catalogs must be submitted to DSCP via EDI Transaction Set. All catalog changes must be received by Thursday, 12:30pm HST time. DSCPP will review all catalog updates to check for price and other changes; however, the accuracy of the vendor item catalogs is the responsibility of the vendor.

B. New Items

- a. Prior to commencement of the first order, DSCPP, its customers and the vendor will collaborate to identify items not found in the market basket which are to be added to the ordering catalog.
- b. After ordering commencement, if a customer desires to order a Fresh Fruit & Vegetable (FF&V) item that is not part of the ordering catalog, the contractor will be allowed a maximum of twenty (20) days to source the item, obtain a stock number from DSCPP (if required) and add the item to the ordering catalog via 832 catalog transaction. These items should then become a permanent part of the contractor's inventory, dependent upon availability, after the Contracting Officer's determination of fair and reasonable price.
- c. The successful awardees shall assume the responsibility of introducing new produce items to the customers, as well as showing cost effective alternatives to their current choices.

C. Catalog Pricing

- 1) Best Price Guarantee: During contract performance, the contractor shall provide unit prices that are equal or lower than its most favored commercial customers, including any applicable discounts and allowances.
- 2) Market Basket Pricing: Items priced in the market basket will be included in the ordering catalog following award. Market Basket items will be determined fair and reasonable prior to award. The final proposed price for each item in the market basket will be the catalog price during the first week of customer ordering.
- 3) Catalog Price Change: Once an item is listed on the ordering catalog, the contracting officer will make on-going price reasonableness determinations. In accordance with the Economic Price Adjustment (EPA) – Actual Material Costs clause, vendors are permitted to submit a weekly EPA for items found on the catalog. For each item the vendor is requesting a price change, the contracting officer will conduct a separate price

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reasonableness determination. If proposed price change is not determined fair and reasonable by the Contracting Officer, the item will not be added to the catalog that week.

- 4) Catalog Additions: Before an item is added to the catalog, vendors are required to submit to the contracting officer a request of proposed catalog additions. The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. The request is due by 9:00 AM, Hawaii Standard Time (HST), on the Tuesday prior to inclusion of the Thursday catalog updates. The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Thursday catalog update. Should the proposed price fail to be determined fair and reasonable, the contracting officer will conduct negotiations with the vendor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

4. DISCOUNTS AND REBATES

- A. Discounts attributable to sales resulting from orders submitted by DSCPP customers are to be provided to DSCPP and its customers in the form of an up-front catalog price adjustment. All rebates shall be returned directly to the customers in the form of a credit adjustment. DSCPP and its customers shall receive any discount and rebate offered to any commercial customer or other Government organization.
- B. Vendors shall be as aggressive as possible in pursuing all discounts and rebates for the customers supported under this contract. The offeror shall ensure, at a minimum, that DSCPP and its customers will receive discounts equal to or better than the offeror's most favored commercial and other Government customers.
- C. The Government has the right to audit applicable records to ensure proper administration of the discount program and the rebate program and ensure that monies due to the Government were properly returned in accordance with the offer.

5. DEFENSE APPROPRIATION ACT

The Defense Supply Center Philadelphia – Pacific Region is currently seeking a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012 Preference for Certain Domestic Commodities (Jun 2004), which is applicable to this solicitation. There is no guarantee such a waiver will be granted. The contractor shall assume no waiver when preparing their proposal in order to comply with the requirements of DFARS 252.225-7012.

6. CUSTOMERS

- A. Individual Customer Estimates

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Annual customer estimates can be found at:
<http://www.dscp.dla.mil/subs/produce/pv/region.htm>.

B. Additional Customers: the Government reserves the right to add DoD and non-DoD customers in the solicited area to each resulting contract based on a mutually agreed upon implementation plan at no additional cost to the government.

7. CUSTOMER SERVICE

- A. Vendors shall treat each and every customer covered under its contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under these contracts.
- B. Military, USDA School Lunch Program, and DoD customers in these lots have periodic food menu board, school district and other types of meetings in which the vendor may be required to attend. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate produce preparation, provide nutritional information, and address product availability and quality, or any other concerns the customer may have.
- C. Vendors shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.
- D. The vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices.
- E. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

8. VALUE ADDED SERVICES

Market Forecast: The vendor is required to provide the customer and contracting officer with a weekly produce market forecast bulletin on Friday which outlines for the following week information regarding supply availability, product quality, associated growing areas, price trends, weather conditions, and handling tips.

9. ORDERING SYSTEMS

- A. DSCPP is the ordering activity. All customers listed in this solicitation will utilize a Government web-based ordering system. Customer orders will be transmitted to DSCPP via the ordering system. DSCPP will automatically route the order to the contractor. All

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DoD customers will be utilizing STORES. USDA School Lunch customers will order via a separate DSCP developed web-based ordering tool.

B. Subsistence Total Order and Receipt Electronic Systems (STORES)

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

2. The offeror shall be required to interface with STORES and must be able to support the following EDI transaction at least one week prior to order commencement:

810	Electronic Invoice
820	Payment Voucher Information
832	Catalog (Outbound-Vendor to DSCP)
850	Purchase Order
861	Receipt
997	Functional Acknowledgement

3. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" and can be found at <http://www.dscp.dla.mil/subs/produce/pv/index.htm>. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

4. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs.

5. Vendors are required to utilize the Government's item descriptions on all electronic ordering catalogs as well as on its invoices, delivery ticket to customer and 810 invoice transaction set.

10. ORDER PLACEMENT

A. Customers shall place their orders to accommodate at a minimum a "skip day" delivery for Hawaii and Guam. An order placed on 1 September would have a required delivery date of 3 September. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day". Minimum order requirement for any resultant contract is \$50.00. The \$50.00 minimum does not apply to any emergency orders. Add-ons and/or cancellations shall be submitted by 12:00 PM HST the day before delivery. The contractor shall not charge any additional fees for add-ons and/or order cancellation.

B. All invoice pricing will be based upon the unit price at time of order. For example, for any item ordered on a Friday to be delivered the following week, pricing will be based

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upon the Friday price, regardless of whether the unit price for that item changed as part of the weekly catalog update.

11. ITEM AVAILABILITY

- A. Vendors must have access to items in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a “skip day” basis, at a minimum.
- B. Vendors shall notify the customer within 24 hours of order placement of the non-availability of any item. Vendors shall offer the customer a substitute of equal or higher quality and at an equal or lower cost, or advise them of the not-in-stock position of the item. Substituted product shall not be delivered without prior consent by the customer. Substituted items must be noted as such on the invoice.

12. PACKAGING, PACKING, LABELING AND MARKINGS

- 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 Classifications and Uniform Freight Classification Code.
- B. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP REFRIGERATED” shall be used on all cases when appropriate.

13. DELIVERY INSTRUCTIONS

- A. Vendors shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. All trucks shall maintain proper temperatures, as determined through standard commercial practices. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. A listing of all the delivery points per lot can be found at:
<http://www.dscp.dla.mil/subs/produce/pv/region.htm>
- B. Troop installation & USDA delivery schedules (day and times) routes and stop-off sequence will be coordinated and verified with the customers on a post award basis by the awardee(s). In general, each Troop and USDA customer receives three (3) deliveries per week.
- C. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by

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drop-off point and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading and delivery to the customer.

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

14. 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. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.
- B. 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. The authorized receiving official's signature on the delivery ticket denotes acceptance of the product.
- C. 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 electronic invoice may be submitted for payment until acceptance is verified. Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

15. AUTHORIZED RETURNS

The contractor/vendor shall accept returns under the following conditions:

- 1) Products shipped in error
- 2) Products damaged in shipment
- 3) Products with concealed or latent damage
- 4) Products that are recalled
- 5) Products that do not meet shelf life requirements
- 6) Products that do not meet the minimum quality requirements as defined for the items listed in the schedule
- 7) Products delivered in unsanitary delivery vehicles
- 8) Products delivered that fail to meet the minimum/maximum specified temperature
- 9) Quantity excess as a result of order input error and/or purchase ratio factor error
- 10) Products that are not from a Sanitarily approved source

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- 11) Products that do not comply with DFARS 252.225-7012 Preference for Certain Domestic Commodities (Berry Amendment), if no waiver to this clause has been granted
- 12) Any other conditions not specified above that is deemed by the customer to be valid reasons for return.

16. REJECTION/RETURN PROCEDURES

- A. In the event an item is returned, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. On an as-needed basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency order requirement.
- B. In the event a product is rejected after initial delivery is made, the vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCPP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DSCPP Contracting Officer.
- C. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product.
- D. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. See clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 1.

17. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) and return the Original to the vendor. Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.
- B. No paper invoices shall be submitted to DFAS for payment. For all orders placed via STORES and sent via EDI transaction set 850, invoicing for payment is to be filed

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electronically using EDI transaction set 810 (see <http://www.dscp.dla.mil/subs/produce/pv/index.htm>. for EDI guidelines).

- C. All invoices submitted by the vendor must be “clean”, i.e. all debits and/or credits must be reflected on the invoice prior to its submission. All vendors are required to ensure the accuracy of their invoices; the reconciliation tool provides you that medium. (See paragraph L below)
- D. Invoice transactions may be submitted to DSCP daily. All internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- E. The same invoice cannot be submitted with different dollar amounts.
- F. Vendors utilizing EDI for the first time will be required to submit test 810 transactions sets 14 days prior to first order. Invoices may not be submitted as “LIVE DATA” until a test transaction set has been cleared.
- G. Any manually keyed, or emergency order, must contain the word “Emergency” in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and CLIN number will be entered as “9999” on the invoice. Failure to follow this procedure may result in the rejection of your invoice.
- H. For catch weight items, standard rounding methods must be observed i.e. <5, Rounded down; > or =5, rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- I. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of three (3) and above beyond the decimal point.
- J. Although invoice must be submitted electronically via an 810 Electronic Invoice, the following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice.

DFAS – Columbus Center
Attn: DFAS-BVDP
P.O. Box 182317
Columbus, OH 43218

- K. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
Contractor Number

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Call or Delivery Order Number

Purchase Order Number

DoDAAC

Contract line listed in numeric sequence (also referred to as CLIN order);

Item nomenclature;

LSN or NSN (Stock no.)

Quantity purchase per item in DSCPP's unit of issue;

Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

- L. Vendor Reconciliation Tool – in an effort to improve the payment process, vendors have the ability to view what the customer has or has not receipted, via the Business Systems Modernization (BSM) website. The vendor will have access to “reconciled” information, i.e., the invoice does not match the receipt because of the quantity price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the vendor. While the vendor will not have the capability to update customer receipt information, updated capability will be available for unreconciled invoice information for approximately thirty (30) days. It is the vendor's responsibility to ensure accurate invoices. This tool has been developed as an additional means for your internal accounting process.

18. PRICE AUDITS

- A. Price Verification Audits. Contractors are advised that the Government intends to conduct price verification analysis in the following manner:

- 1) Monthly, an internal Price Verification Team in conjunction with the Contracting Officer 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 delivered price plus the distribution price.
- 2) 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.
- 3) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor, and the contractor will pay the Government for the net amount owed for overcharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.
- 4) 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.

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- B. The Government reserves the right to conduct additional price audits to verify price accuracy and recoup overcharges. In such instances, contractors will be required to submit invoices and any other supporting price documentation.
- C. The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidences 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.

19. FILL RATE

- A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases or rejected product: No other method of calculating fill rate will be accepted.

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

B. Definitions:

- 1) Cases accepted – product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
- 2) Cases ordered – product requested by a customer

- C. Vendors are required to maintain at a minimum a 98.0% fill-rate without substitutions.

- D. The contractor will submit a monthly report, by customer, to the DSCPP Contracting Officer with the following information:

- 1) Fill Rate with and without Substitution
- 2) List of all items that were Not in Stock, Returned, Damaged, Mis-picks and Substitutions.

20. HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King'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.

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21. EMERGENCY ORDERS

Unless specified by the customer, all emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirements is imperative. The vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. All emergency orders shall be at no additional cost to the Government.

22. CONTRACTING QUALITY PROGRAM

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

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

23. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the code of Federal Regulations, Title 21, Part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

24. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, including pre-cut and packaged vegetables and salads, mushrooms and sprouts, delivered to customers listed in this solicitation, as well as any customer added at a later date, shall originate either from an establishment listed in "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Agriculture (USDA). For detailed information

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see Clause 52.246-9P31 “Sanitary Conditions” in this solicitation. A copy of the list of applicable items is attached. It may also be found at <http://vets.amedd.army.mil/vetcom/directory.htm>

25. CONTRACTOR QUALITY AUDITS

The government reserves the right to conduct formalized audits to verify the vendor’s adherence to the contract requirements and the quality of product being supplied under any resultant contract. Contractors shall be responsible for providing a location of the quality audit and the cost of product, up to \$1000.00 per audit. The Government anticipates conducting audits on an annual basis, but reserves the right to conduct more than one audit annually should conditions warrant.

26. RECALL PROCEDURES REQUIREMENTS

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

- 1) Immediately notify the following personnel:
 - a. Customers that have received the recall product
 - b. DSCPP Contracting Officer
 - c. DSCPP Account Manager/Contracting Officer’s Representative (COR)
 - d. DSCP Consumer Safety Officer at 215-737-3845

- 2) Provide the following information to the DSCP Consumer Safety Officer:
 - a. Reason for recall
 - b. Level of recall, i.e., Type I, II or III
 - c. Description of product
 - d. Amount of product
 - e. List of customers that have received product
 - f. Name and phone number of responsible person (Recall Coordinator)

- 3) The vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.

- 4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

27. PERISHABLE AGRICULTURAL COMMODITIES ACT (PACA) LICENSE

All offerors must possess and maintain a valid PACA license throughout the life of contract. Failure to do so will make offeror ineligible for award and may result in termination of contract or non-renewal of an option.

28. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DSCPP contract and onto a contract of any other

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Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right not to exercise the option and to resolicit the requirement should the vendor violate this provision.

29. FORCE PROTECTION

The Defense Supply Center Philadelphia (DSCP) Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interest may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DSCP to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have no been tampered with or contaminated throughout the growing, storage, and delivery process. The offeror must immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, know or unknown, to tamper with or contaminate subsistence supplies.

As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

The offeror shall submit its Food Security Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety.

NOTE: The offeror's Force Protection proposal shall be part of any contract awarded. The Offeror's Food Security Plan is reviewed and approved by the Quality Audits and Food Defense Branch (DSCP-FTSB) and the plan implementation will be reviewed/audited by the DSCP Quality Audit Teams while performing audits or performing Quality Systems Management Visits (QSMV's) at contractors' facilities. Failure to comply with the provisions of the Plan will be considered a deficiency(s), and the contractor will be required to take corrective action. Failure to take corrective action, or repetitive or recurring deficiencies will be considered a failure by the contractor to comply with the terms and conditions of the contract.

30. SURGE/MOBILIZATION

Readiness Plans – Surge/Mobilization

- 1) Surge: The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirement could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing for items furnished in this fashion shall be the same as those for routine, non-surge orders.

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- a. An example of a “surge” situation in Hawaii is during the Rim of the Pacific (RIMPAC) maritime exercise, which will be held in June/July in 2010. Lot 2 (Navy & Coast Guard Afloat) will be significantly impacted during this timeframe, and contractor delay in entering Halawa Gate should be anticipated.
 - b. An example of a “surge” situation in Guam would be that the government may encounter an unscheduled arrival of a ship with only a few hours notice; or a shore customer may have to feed anywhere from 1,000 – 10,000 extra troops for a period of up to thirty (30) days on approximately two (2) days notice. .
- 2) Mobilization: The capacity to handle full-scale military mobilization or national emergency wherein consumption could easily triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how it would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.
 - 3) The Government reserves the right to test the vendor’s Readiness Plan. Any test will be a paper exercise not subject to compensation. Vendor participation is mandatory, failure to participate may result in termination of contract for cause.
 - 4) When units deploy for training exercises outside their lot, their current vendor will be given the opportunity to supply the unit’s requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the vendor supporting the lot in which training will occur.

31. MANAGEMENT REPORTS

The contractor shall electronically transmit the following reports to the DSCPP Contracting Officer and DSCP Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g. reporting period of January 1 through January 31, the reports must be received by February 7).

- 1) Descending Dollar Value Report – Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each lot.
- 2) Product Line Grower/Supplier Listing – this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Grower/Supplier and annotate whether the grower/supplier is a large business or small business and whether the grower/supplier is local or non-local.

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- 3) Fill Rate Report - the fill-rate is calculated by dividing the number of cases and bins accepted by the customer by the number of cases and bins ordered. No other method of calculating fill rates should be included. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.
- 4) Customer Service Report – The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.
- 5) Rebate Reports – All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the grower/supplier offering the rebate and the product usage. The total should be per customer and per contract.
- 6) Financial Status Report – In order to ensure timely payments, an accounts receivable and/or a “days of outstanding sales” shall be submitted on a monthly basis, at a minimum. Many vendors elect to submit this report in the form of a spreadsheet on a weekly basis. The report should contain information on customer, invoice number, call number, invoice amount, amount paid, credit adjustments, debit adjustments and balance due. It is suggested that this report contain as much information as possible to alleviate problems immediately.

32. CENTRAL CONTRACTS

In an effort to leverage its buying power on a national level, the Defense Supply Center Philadelphia reserves the right to solicit and award separate Indefinite Delivery Contract whereby DSCP contracts directly with growers and/or suppliers for specific Fresh Fruit and Vegetable Items. The contractor shall use any existing or new Central Contract grower/suppliers as mandatory sources of supply. The price charged by the contractor will not exceed the DSCP negotiated Central Contract price plus the contractor’s distribution price, which will not change if a Central Contract is used as a source of supply. During contract performance, DSCPP will notify the contractor via contract modification of the implementation of any Central Contract. The contractor shall have 30 days in which to implement the terms and conditions of any awarded Central Contract.

33. BACK-UP CONTRACTORS

The awardee(s) for each lot will become a potential backup supplier for other lots should a vendor in an adjacent or nearby lot be unable to support, one, some, or all of the customers in that assigned lot. The Offeror’s agreement to perform as a potential backup vendor is required. However, if this rare situation does arise, a contractor’s assignment to act as backup to any or all customers in another lot would be negotiated through a bilateral agreement/modification to the contract. A Back-Up Contractor will be required to perform only those duties as outlined in the Statement of Work. As part of this agreement, the distribution prices for the backup vendor to support the customers of another lot would be negotiated at that time. These measures would be

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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. The lot shall be competed amongst the vendors of the other lots awarded under this solicitation.

34. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

- a. Agreement Holder – the grower or supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Vendor contracts.
- b. National Allowance Program – the program implemented by The Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP’s buying power and reduce the overall delivered price under long term contracts to the customers of DSCP.
- c. National Allowance Program Agreements (NAPA)’s – agreements between DSCP and grower/suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice/price of the product. The NAPA does not affect the vendor’s distribution price or fee in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Food Services Prime Vendor program. While there are no current NAPA agreements for FF&V items, the Government reserves the right to incorporate FF&V items into the NAPA Program. Under the NAPA Program, DSCP will enter into agreements with growers/suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, Agreement Holders will:

- a. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Program.
- b. Offer discounts on the delivered price of the product ordered under DSCP FF&V contracts, in the form of discounts, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832-catalog transaction.

D. NAPA’s neither obligate the vendor to carry, nor the ordering activity to purchase, any of the agreement holder’s products; however, NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

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

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F. Under a contract resulting from this solicitation:

- a. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
- b. The vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the vendor within a time period mutually agreeable to the vendor and the agreement holder.
- c. Any disputes involving the NAPA between the vendor and the agreement holder will be resolved between them according to their own commercial practice. However DSCP will attempt to facilitate any such disputes.

35. NAPA TRACKING PROGRAM

A. The Vendor agrees to comply with the requirements of DSCP’S Tracking Program for NAPA’s and shall provide the required product information to support the NAPA allowance and sales tracking web site.

a. Data shall be submitted as follows:

i. Format. The required information shall be formatted in an excel sheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the contracting officer approval.

b. Transmission of Data. Information shall be submitted electronically via

- i. email to data@one2oneus.com. Include contract number(s) in email title.
- ii. FTP to <ftp://ftp.one2oneus.com>. Inquire for a username and password.

B. Frequency of Submission.

Information shall be submitted as often as the data may change but no more than weekly.

C. Contents of the Data File.

The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA, that are shipped to the government. All of the fields for each item must be populated with information unless otherwise stated.

<u>Field #</u>	<u>Field Description</u>	<u>Field Name</u>	<u>Width</u>	<u>Format</u>	<u>Note</u>
1	Vendor Part Number	PVPARTNO	15	Alpha-Numeric	

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2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	3	Alpha-Numeric	
4	Manufacture SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6*	Unit Allowance Amount	ALLOW	12	9999999.99	Note 3
7*	Allowance UOM	ALLUOM	3	Alpha-Numeric	Note 4
8*	Allowance to Ship Conversion	ALLCONV	12	9999999.99	Note 5
9	Vendor Markup Amount	PVMARKUP	12	9999999.99	Note 6

*Fields 6, 7 and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7 and 8 can be left blank or zero.

NOTES:

1 This field represents the manufacturer’s part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer’s part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

2 This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicting the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily the firm that supplied you the product.

3 This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

4 This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

5 Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is “CA”, for Case, and the allowance UOM is “CS”, for Case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is “CS” and the Allowance UOM is “LB”, for pounds, this conversion factor may be fifty (50) because there are 50lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

6 For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount

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should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

G. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract. The successful awardee(s) agrees not to extend NAPA allowances to any customers not supported under this solicitation.

CONTRACT ADMINISTRATION

1. CONTRACTING AUTHORITY

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

In the event the vendor effects any changes at the direction of any person other than the DSCPP Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

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

2. PAYMENTS

DFAS Columbus Center is the payment office for this acquisition

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 for this solicitation entitled “Contract Clauses”.

Payment will be made in ten (10) days after the receipt of a proper invoice, however, is still subject to the terms and conditions for the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

The Government intends to make payments under the resultant contract by electronic funds transfer (ETF) based on the information contained in the Central Contractor Registration (CCR). Reference Clause 52.232-33, “Mandatory Information for Electronic Funds Transfer Payment” appearing in the section of this solicitation entitled “Contract Clauses”. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the government.

3. ADMINISTRATION

DSCPP will perform administration of the contract.

A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

The DSCPP Contracting Officer must approve any changes to the resultant contract.

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Lot 1 - Oahu/Troop Issue													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
1	8915-01-E31-0680	25		TOMATO,LT RED,5X6,25# US No. 1 Grade 21/2 IN MIN US Standard for Grade		5112	CS			\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0412	20		SALAD,TOSS(MIX),4/5# Chopped Ready to use Per Shipping Container		3089	CS			\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0290	40		BANANA,40#,Ylw,STG 3 Yellow Variety Maturity Level, Ensure Ripening		6256	CS			\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0316	25		MELON,HONEYDEW,25# US No. 1 Grade, 6 CT 25 LB Shipping Container		3819	CS			\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0538	35		ORANGE,35# 72 CT Except Temple		4317	CS			\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0014	40		BANANA,40#,Ylw,STG 2 LOCAL Yellow Variety, Shipping Container		3253	CS			\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0284	40		APL,RED,40#,80/100 Eating Red Sweet, US Fancy US No. 1 Grade		3563	CS			\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0381	50		POTATO,BKG,90SZ,50# White, Fresh US No. 1 Grade 50LB. Shipping Container		2536	CS			\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0270	35		MELON,CANTALOUPE, 9-12CT,35# US No. 1 Grade		3494	CS			\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0771	40		PEAR, ANJOU 40# SIZE 100 TO 150 US No. 1 Grade		1850	CS			\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-E31-0550	25		PEPPER,GRN,SWT,25# BELL OR BULLNOSE TYPE		2712	CS			\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0693	40		WATERMELON,40# US No. 1 Grade		3129	CS			\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0604	12		TOMATO,CHERRY 12# US No. 1 Grade, 12 LB Shipping Container		1572	CS			\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0288	45		CUCUMBER,45# WASHED US Fancy OR US No. 1 Grade		1070	CS			\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0016	40		BANANA,40#,Ylw,STG 4 Yellow Variety, Shipping Container		1976	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 1 - Oahu/Troop Issue													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
16	8915-01-E31-0333	18		GRAPE,RED,SDLS,18# US No. 1 Grade 18LB Shipping Container		2692	CS			\$0.00	\$0.00	\$0.00	\$0.00
17	8915-01-E31-0339	20		LET,ROMAINE,20# US No. 1 Grade, US Standard for Grade		1698	CS			\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0370	3.5		POI 3.5 lb poly pack, Hawaii Commercial		2816	CS			\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0429	8		BRY STRAW 8/1# Pint Pack, US No. 1 Gr. Standards for Grades		1043	CS			\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0505	40		APL FUJI WAXF 72CT 8/5# US No. 1 Grade		3174	CS			\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0726	35		LET,UNWRAP,35# ICEBURG US No. 1 Grade, 1-1/2 W/O IND PG		1556	CS			\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0728	30		LET,WRAP,30# ICEBURG US No. 1 Grade 2 DZ PG US Standard for Grade		2258	CS			\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0564	27		PINEAPPLE ,27# US Fancy OR US No. 1 Grade 10 TO 24 SIZE		3818	CS			\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0406	3.75		SLD CAESR KT 6/10		1023	CS			\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0596	20		BROCCOLI FLORETS, 20#		253	CS			\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0764	25		PAPAYA RAINBOW, FRESH 25lb ship, container		1343	CS			\$0.00	\$0.00	\$0.00	\$0.00
27	8915-01-E31-0334	18		GRAPE,GRN,SDLS,18# US No. 1 Grade 18LB Shipping Container		1297	CS			\$0.00	\$0.00	\$0.00	\$0.00
28	8915-01-E31-0262	45		CABBAGE GRN TRIM 45# US No. 1 Grade Unwrapped 2 DOZ Size US Standards		1602	CS			\$0.00	\$0.00	\$0.00	\$0.00
29	8915-01-E31-0378	50		POTATO,BKG,70SZ,50# Moderately Skinned Long for Baking		897	CS			\$0.00	\$0.00	\$0.00	\$0.00
30	8915-01-E31-0522	35		BANANA APPLE CLR#3, 35#		667	CS			\$0.00	\$0.00	\$0.00	\$0.00
31	8915-01-E31-0281	55		CELERY UNWRAP 55#		953	CS			\$0.00	\$0.00	\$0.00	\$0.00

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32	8915-01-E31-0429	6.6		STRAWBERRY,12/8.8 OZ US No. 1 Grade, 12 Loose Shipping Container		647	CS			\$0.00	\$0.00	\$0.00	\$0.00
33	8915-01-E3100405	7.5		SALAD ITALIAN 12/10 OZ		650	CS			\$0.00	\$0.00	\$0.00	\$0.00
34	8915-01-E31-0677	20		TOMATO TRAY 4PK, Hawaii No. 1 Grade		584	CS			\$0.00	\$0.00	\$0.00	\$0.00
35	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		1142	CS			\$0.00	\$0.00	\$0.00	\$0.00
36	8915-01-E31-0631	5		CELERY STICKS, 8/10 oz Ready to Use, Institutional		1144	CS			\$0.00	\$0.00	\$0.00	\$0.00
37	8915-01-E31-0252	20		BROCCOLI CROWN, Bulk Rate US No. 1 Grade 20#		1586	CS			\$0.00	\$0.00	\$0.00	\$0.00
38	8915-01-E31-0403	12		SLD GARDEN (12/16) Consisting of ICEBURG RED CABBAGE AND CARROTS		644	CS			\$0.00	\$0.00	\$0.00	\$0.00
39	8915-01-E31-0344	10		MUSHROOM MED 10#		914	CS			\$0.00	\$0.00	\$0.00	\$0.00
40	8915-01-E31-0017	40		BANANA,40#,YLW,STG 5 Yellow Variety, Shipping Container		484	CS			\$0.00	\$0.00	\$0.00	\$0.00
41	8915-01-E31-0570	50		POTATO,WHITE SALAD 50# White, Fresh US No. 1 Grade 50LB. Shipping Container		402	CS			\$0.00	\$0.00	\$0.00	\$0.00
42	8915-01-E31-0744	50		ONION MED BULK 50# US No. 1 Grade		1005	CS			\$0.00	\$0.00	\$0.00	\$0.00
43	8915-01-E31-0731	6		MUSHROOM CELLO 12/8 OZ		1042	CS			\$0.00	\$0.00	\$0.00	\$0.00
44	8915-01-E31-0981	20		LETTUCE SHRED, 4/5#, 20# case		344	CS			\$0.00	\$0.00	\$0.00	\$0.00
45	8915-01-E31-0775	40		PEAR, BOSCH 40# SIZE 100 TO 150 US No. 1 Grade		296	CS			\$0.00	\$0.00	\$0.00	\$0.00
46	8915-01-E31-0404	4.5		SLD GARDEN (12/6Z) ICEBURG LETTUCE, CARROTS AND RED CABBAGE		539	CS			\$0.00	\$0.00	\$0.00	\$0.00
47	8915-01-E31-0259	10		STRAWBERRY, 10# CASE US No. 1 Grade, Shipping Container		431	CS			\$0.00	\$0.00	\$0.00	\$0.00
48	8915-01-E31-0410	7.5		SALAD SPINACH 12/10/ OZ		419	CS			\$0.00	\$0.00	\$0.00	\$0.00

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Lot 1 - Oahu/Troop Issue													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
49	8915-01-E31-0658	18		GRAPE BLACK, 18# US No. 1 Grade Table US Standards for Grade		408	CS			\$0.00	\$0.00	\$0.00	\$0.00
50	8915-01-E31-0324	35		LEMON 140CT 35#		355	CS			\$0.00	\$0.00	\$0.00	\$0.00
51	8915-01-E31-0763	25		PAPAYA 1/4 RIPE 25#		534	CS			\$0.00	\$0.00	\$0.00	\$0.00
52	8915-01-E31-0341	8		MANGO HALF-RIPE 9 TO 16 CT 90% Free from Damage, 1% Max Decay		998	CS			\$0.00	\$0.00	\$0.00	\$0.00
53	8915-01-E31-0685	16		TOM VR C/SHL 16/1-KAWA CHERRY, US No. 1 Grade 16OZ Container, US		236	CS			\$0.00	\$0.00	\$0.00	\$0.00
54	8915-01-E31-0274	50		CARROT WHL JUMBO 50#		645	CS			\$0.00	\$0.00	\$0.00	\$0.00
55	8915-01-E31-0254	4.5		BLUEBERRY 12/6 oz		302	CS			\$0.00	\$0.00	\$0.00	\$0.00
56	8915-01-E31-0292	40		CUCUMBER JAPANESE, 40#		75	CS			\$0.00	\$0.00	\$0.00	\$0.00
57	8915-01-E31-0055	20		CAULIFLOWER 20#		304	CS			\$0.00	\$0.00	\$0.00	\$0.00
58	8915-01-E31-0411	1.875		SALAD SPRING MIX 6/5 oz		402	CS			\$0.00	\$0.00	\$0.00	\$0.00
59	8915-01-E31-0226	20		AVOCADO US, 20 lbs		361	CS			\$0.00	\$0.00	\$0.00	\$0.00
60	8915-01-E31-0528	15		BEANS GREEN (chinese long),15/1#		287	CS			\$0.00	\$0.00	\$0.00	\$0.00
61	8915-01-E31-0267	25		CABBAGE WHITE STEM (bok choy) 25 lbs		243	CS			\$0.00	\$0.00	\$0.00	\$0.00
62	8915-01-E31-0722	6		LETTUCE ROMAINE CHOPPED 6#		443	CS			\$0.00	\$0.00	\$0.00	\$0.00
63	8915-01-E31-0692	5		WATERCRESS, 5# CASE		654	CS			\$0.00	\$0.00	\$0.00	\$0.00
64	8915-01-E31-0552	25		PEPPER BELL RED, SWT 25#		188	CS			\$0.00	\$0.00	\$0.00	\$0.00
65	8925-01-E31-0769	2.25		NUT PEANUT BOIL (4/9Z) SALTED BAG Hawaii Only		1758	CS			\$0.00	\$0.00	\$0.00	\$0.00
66	8915-01-E31-0225	11		ASPARAGUS Med-Lg, 11#		392	CS			\$0.00	\$0.00	\$0.00	\$0.00
67	8915-01-E31-0305	30		GRAPEFRUIT 27 CT, 30#		400	CS			\$0.00	\$0.00	\$0.00	\$0.00
68	8915-01-E31-0178	5		PARSLEY CURLY AMERICAN, 5# Case		443	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 1 - Oahu/Troop Issue													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
69	8915-01-E31-0648	30		EGGPLANT LONG, 30#		45	CS			\$0.00	\$0.00	\$0.00	\$0.00
70	8915-01-E31-0271	40		CARROTS BABY CELLO 40/1#		209	CS			\$0.00	\$0.00	\$0.00	\$0.00
71	8915-01-E31-0742	48		ONION MED 3# MESH, 48#		313	CS			\$0.00	\$0.00	\$0.00	\$0.00
72	8915-01-E31-0768	18		PEACHES, YELLOW, 18#		85	CS			\$0.00	\$0.00	\$0.00	\$0.00
73	8915-01-E31-0735	18		NECTARINES, 18#		216	CS			\$0.00	\$0.00	\$0.00	\$0.00
74	8915-01-E31-0577	18		SPINACH BUNCH, 18#		201	CS			\$0.00	\$0.00	\$0.00	\$0.00
75	8915-01-E31-0220	40		APPLE GREEN 72-88CT, 40#		367	CS			\$0.00	\$0.00	\$0.00	\$0.00
76	8915-01-E31-0329	20		LETTUCE GREEN LEAF, 20#		278	CS			\$0.00	\$0.00	\$0.00	\$0.00
77	8915-01-E31-0855	10		ONION GREEN, 10#		618	CS			\$0.00	\$0.00	\$0.00	\$0.00
78	8915-01-E31-0754	30		ORANGES 6/5# PKG, 30#		144	CS			\$0.00	\$0.00	\$0.00	\$0.00
79	8915-01-E31-0684	9		TOMATOES CHERRY, C/SHELL, 9#		159	CS			\$0.00	\$0.00	\$0.00	\$0.00
80	8915-01-E31-0634	9		CHOPSUEY MIX 16/9 oz		405	CS			\$0.00	\$0.00	\$0.00	\$0.00
81	8915-01-E31-0554	25		PEPPER BELL YELLOW SWT, 25#		294	CS			\$0.00	\$0.00	\$0.00	\$0.00
82	8915-01-E31-0576	25		BITTERMELON, 25#		80	CS			\$0.00	\$0.00	\$0.00	\$0.00
83	8915-01-E31-0280	40		APPLES GOLDEN 72-88CT, 40#		61	CS			\$0.00	\$0.00	\$0.00	\$0.00
84	8915-01-E31-0506	40		APPLES GALA 72-88CT, 40#		105	CS			\$0.00	\$0.00	\$0.00	\$0.00
85	8915-01-E31-0321	35		CORN W/ HUSK YELLOW 48CT, 35#		60	CS			\$0.00	\$0.00	\$0.00	\$0.00
86	8915-01-E31-0606	25		TOMATOES, ROMA, ITALIAN, 25#		138	CS			\$0.00	\$0.00	\$0.00	\$0.00
87	8915-01-E31-0319	7		KIWI FRUIT, 7# US Grade No. 1		215	CS			\$0.00	\$0.00	\$0.00	\$0.00
88	8915-01-E31-0208	40		BANANA PLANTAIN, 40#		73	CS			\$0.00	\$0.00	\$0.00	\$0.00
89	8915-01-E31-0530	5		BEANS GREEN 5/1 LB, 5# CASE		34	CS			\$0.00	\$0.00	\$0.00	\$0.00
90	8915-01-E31-0252	20		BROCCOLI, 20#		30	CS			\$0.00	\$0.00	\$0.00	\$0.00
91	8915-01-E31-0615	25		CABBAGE MUSTARD, 25#		35	CS			\$0.00	\$0.00	\$0.00	\$0.00
92	8915-01-E31-0264	20		CABBAGE RED, 20#		80	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 1 - Oahu/Troop Issue													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
93	8915-01-E31-0650	30		GARLIC, 30#		97	CS			\$0.00	\$0.00	\$0.00	\$0.00
94	8915-01-E31-0304	30		GINGER, 30#		14	CS			\$0.00	\$0.00	\$0.00	\$0.00
95	8915-01-E31-0133	35		LIMES 175 CT, 35#		173	CS			\$0.00	\$0.00	\$0.00	\$0.00
96	8915-01-E31-0337	20		LETTUCE RED LEAF, 20#		78	CS			\$0.00	\$0.00	\$0.00	\$0.00
97	8915-01-E31-0364	22		PERSIMMON (SEASONAL), 22#		40	CS			\$0.00	\$0.00	\$0.00	\$0.00
98	8915-01-E31-0369	18		PLUM RED, 18#		12	CS			\$0.00	\$0.00	\$0.00	\$0.00
99	8915-01-E31-0367	18		PLUM BLACK, 18#		13	CS			\$0.00	\$0.00	\$0.00	\$0.00
100	8915-01-E31-0385	50		POTATO RED A, 50#		87	CS			\$0.00	\$0.00	\$0.00	\$0.00
101	8915-01-E31-0571	50		POTATO YUKON GOLD A'S, 50#		78	CS			\$0.00	\$0.00	\$0.00	\$0.00
102	8915-01-E31-0388	40		POTATO SWEET US, 40#		149	CS			\$0.00	\$0.00	\$0.00	\$0.00
103	8915-01-E31-0393	700		PUMPKIN JACK O (BIN), 700#		7	CS			\$0.00	\$0.00	\$0.00	\$0.00
104	8915-01-E31-0980	20		CAULIFLOWER FLORETS, 20# case		76	CS			\$0.00	\$0.00	\$0.00	\$0.00
105	8915-01-E31-0398	25		RADISH RED, 25#		50	CS			\$0.00	\$0.00	\$0.00	\$0.00
106	8915-01-E31-0581	5		SPROUTS BEAN MUNG, 5# BAG CASE		618	CS			\$0.00	\$0.00	\$0.00	\$0.00
107	8915-01-E31-0425	35		SQUASH KABOCHA, 35#		7	CS			\$0.00	\$0.00	\$0.00	\$0.00
108	8915-01-E31-0689	25		TURNIP CHINESE TOP OFF, 25#		38	CS			\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL BASE PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 1 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 2 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 3 PERIOD			\$0.00	\$0.00	\$0.00
								6-YEAR TOTAL			\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non															
Lot 1 - Oahu/Troop Issue															
Offeror:															
										Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price		
93	8915-01-E31-0650	30		GARLIC, 30#		97	CS		\$0.00		\$0.00		\$0.00		
94	8915-01-E31-0304	30		GINGER, 30#		14	CS		\$0.00		\$0.00		\$0.00		
95	8915-01-E31-0133	35		LIMES 175 CT, 35#		173	CS		\$0.00		\$0.00		\$0.00		
96	8915-01-E31-0337	20		LETTUCE RED LEAF, 20#		78	CS		\$0.00		\$0.00		\$0.00		
97	8915-01-E31-0364	22		PERSIMMON (SEASONAL), 22#		40	CS		\$0.00		\$0.00		\$0.00		
98	8915-01-E31-0369	18		PLUM RED, 18#		12	CS		\$0.00		\$0.00		\$0.00		
99	8915-01-E31-0367	18		PLUM BLACK, 18#		13	CS		\$0.00		\$0.00		\$0.00		
100	8915-01-E31-0385	50		POTATO RED A, 50#		87	CS		\$0.00		\$0.00		\$0.00		
101	8915-01-E31-0571	50		POTATO YUKON GOLD A'S, 50#		78	CS		\$0.00		\$0.00		\$0.00		
102	8915-01-E31-0388	40		POTATO SWEET US, 40#		149	CS		\$0.00		\$0.00		\$0.00		
103	8915-01-E31-0393	700		PUMPKIN JACK O (BIN), 700#		7	CS		\$0.00		\$0.00		\$0.00		
104	8915-01-E31-0980	20		CAULIFLOWER FLORETS, 20# case		76	CS		\$0.00		\$0.00		\$0.00		
105	8915-01-E31-0398	25		RADISH RED, 25#		50	CS		\$0.00		\$0.00		\$0.00		
106	8915-01-E31-0581	5		SPROUTS BEAN MUNG, 5# BAG CASE		618	CS		\$0.00		\$0.00		\$0.00		
107	8915-01-E31-0425	35		SQUASH KABOCHA, 35#		7	CS		\$0.00		\$0.00		\$0.00		
108	8915-01-E31-0689	25		TURNIP CHINESE TOP OFF, 25#		38	CS		\$0.00		\$0.00		\$0.00		
									\$0.00		\$0.00		\$0.00		

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 2 - Oahu / Afloat													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
1	8915-01-E31-0378	50		POTATO,BKG,70SZ,50# Long for Baking US Standard		5183	CS			\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0728	30		LETTUCE,WRAP,30# Iceburg US No. 1 Grade US Standard		4149	CS			\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0680	25		TOMATO,PINK,5X6,25# US No. 1 Grade 2-1/2 in min		4013	CS			\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0259	10		STRAWBERRY,10# US No. 1 Grade		4271	CS			\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0333	18		GRAPE,RED,SDLS,18# US No. 1 Table		2766	CS			\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0270	35		MELON,CANTALOUPE,9-12CT,35# US NO. 1 Grade		3083	CS			\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0760	35		ORANGE,72-88CT,35# Any Variety Except Temple		2768	CS			\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0316	25		MELON,HONEYDEW,5-6CT,25# US No. 1 Grade		3328	CS			\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0334	18		GRAPE,GRN,SDLS,18# US No. 1 US Standard		1970	CS			\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0290	40		BANANA,40#,YLW,STG 3Yellow Variety, Maturity Level		2529	CS			\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-E31-0339	20		LET,ROMAINE,20# US. No. 1 Grade US Standard		2605	CS			\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0693	40		WATERMELON,40# US No. 1 Grade		2076	CS			\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0550	25		PEPPER,GRN,SWT,25# Bell or Bullnose Type		2071	CS			\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0722	6		LETTUCE ROMAINE CHOP, 6#		2001	CS			\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0284	40		APPLE,RED,40# 80/100 Eating Red, Sweet,US No. 1		1709	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 2 - Oahu / Afloat													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
16	8915-01-E31-0564	27		PINEAPPLE,27# US FancyGr or US. No. 1		3573	CS			\$0.00	\$0.00	\$0.00	\$0.00
17	8915-01-E31-0288	45		CUCUMBER,45# US Fancy or US No. 1 Grade		1196	CS			\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0604	12		TOMATO,CHERRY,12# US NO. 1 Grade US Standard		1576	CS			\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0771	44		PEAR,44# Fresh Size 100 to 150		1006	CS			\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0341	8		MANGO HALF-RIPE 9 TO 16 CT 90% Free from Damage		2884	CS			\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0344	10		MUSHROOM,BULK,10# US No. 1 Grade US Standard		1394	CS			\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0220	40		APPLE,GRN,40# 80/100 Eating Green, Sweet, US		951	CS			\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0744	50		ONION,MED,50# Any Variety US No. 1		1738	CS			\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0274	50		CARROT,WHL,JBO,50# US No. 1 Grade US Standard		1247	CS			\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0319	7		KIWI FRUIT,7# US Grade No. 1		2374	CS			\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0252	20		BROCCOLI,BULK,20# US No. 1 Grade US Standard		1302	CS			\$0.00	\$0.00	\$0.00	\$0.00
27	8915-01-E31-0369	18		PLUM,18#(SEASONAL) US No. 1 Grade		786	CS			\$0.00	\$0.00	\$0.00	\$0.00
28	8915-01-E31-0178	5		PARSLEY CURLY AMERICAN, 5# CASE		850	CS			\$0.00	\$0.00	\$0.00	\$0.00
29	8915-01-E31-0331	30		GRAPEFRUIT,PINK,30# US NO. 1 Grade		846	CS			\$0.00	\$0.00	\$0.00	\$0.00
30	8915-01-E31-0596	20		BROCCOLI,FLORETS,20# Florets ready to use		264	CS			\$0.00	\$0.00	\$0.00	\$0.00
31	8915-01-E31-0768	18		PEACH YELLOW, 18#		505	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 2 - Oahu / Afloat													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
32	8915-01-E31-0772	11		PEAR ASIAN, 11#		337	CS			\$0.00	\$0.00	\$0.00	\$0.00
33	8915-01-E31-0552	25		PEPPER,RED,SWT,25# BELL OR BULLNOSE TYPE		440	CS			\$0.00	\$0.00	\$0.00	\$0.00
34	8915-01-E31-0631	5		CELERY STICKS 8/10 OZ 5# CASE		1050	CS			\$0.00	\$0.00	\$0.00	\$0.00
35	8915-01-E31-0599	50		CABBAGE GRN BULK 50#		980	CS			\$0.00	\$0.00	\$0.00	\$0.00
36	8915-01-E31-0055	20		CAULIFLOWER 20#		805	CS			\$0.00	\$0.00	\$0.00	\$0.00
37	8915-01-E31-0324	35		LEMON 140 CT, 35#		584	CS			\$0.00	\$0.00	\$0.00	\$0.00
38	8915-01-E31-0385	50		POTATO RED A 50#		781	CS			\$0.00	\$0.00	\$0.00	\$0.00
39	8915-01-E31-0554	25		PEPPER BELL YELLOW SWT, 25#		286	CS			\$0.00	\$0.00	\$0.00	\$0.00
40	8915-01-E31-0226	20		AVOCADO US, 20#		468	CS			\$0.00	\$0.00	\$0.00	\$0.00
41	8915-01-E31-0219	40		APPLE FUJI 72-88-CT, 40#		149	CS			\$0.00	\$0.00	\$0.00	\$0.00
42	8915-01-E31-0980	20		CAULIFLOWER FLORETS, 20#		140	CS			\$0.00	\$0.00	\$0.00	\$0.00
43	8915-01-E31-0225	11		ASPARAGUS MED-LG, 11#		339	CS			\$0.00	\$0.00	\$0.00	\$0.00
44	8915-01-E31-0281	55		CELERY UNWRAP, 55#		669	CS			\$0.00	\$0.00	\$0.00	\$0.00
45	8915-01-E31-0539	25		PAPAYA 1/2 RIPE, 25#		500	CS			\$0.00	\$0.00	\$0.00	\$0.00
46	8915-01-E31-0356	50		CELERY WRAP, 50#		345	CS			\$0.00	\$0.00	\$0.00	\$0.00
47	8915-01-E31-0726	35		LETTUCE UNWRAP, 35#		298	CS			\$0.00	\$0.00	\$0.00	\$0.00
48	8915-01-E31-0064	20		GREENS KALE, 20#		353	CS			\$0.00	\$0.00	\$0.00	\$0.00
49	8915-01-E31-0735	18		NECTARINES, 18#		192	CS			\$0.00	\$0.00	\$0.00	\$0.00
50	8915-01-E31-0576	25		BITTERMELON, 25#		173	CS			\$0.00	\$0.00	\$0.00	\$0.00
51	8915-01-E31-0746	25		ONION RED JUMBO, 25#		205	CS			\$0.00	\$0.00	\$0.00	\$0.00
52	8915-01-E31-0533	50		ONION JUMBO, 50#		321	CS			\$0.00	\$0.00	\$0.00	\$0.00
53	8915-01-E31-0264	20		CABBAGE RED, 20#		162	CS			\$0.00	\$0.00	\$0.00	\$0.00
54	8915-01-E31-0412	20		SALAD TOSS MIX 4/5#		100	CS			\$0.00	\$0.00	\$0.00	\$0.00
55	8915-01-E31-0381	50		POTATO BAKING 90 CT,50#		222	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 2 - Oahu / Afloat													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 1	Unit Price Group 1	Total Delivered Price	Total Distribution Price	Total Price
56	8915-01-E31-0254	4.5		BLUEBERRY 12/6 oz		111	CS			\$0.00	\$0.00	\$0.00	\$0.00
57	8915-01-E31-0508	40		APPLE GOLDEN 100/113 CT, 40#		85	CS			\$0.00	\$0.00	\$0.00	\$0.00
58	8915-01-E31-0597	35		CABBAGE CHINESE (WON BOK), 35#		74	CS			\$0.00	\$0.00	\$0.00	\$0.00
59	8915-01-E31-0388	40		POTATO SWEET US, 40#		42	CS			\$0.00	\$0.00	\$0.00	\$0.00
60	8915-01-E31-0329	20		LETTUCE GREEN LEAF, 20#		192	CS			\$0.00	\$0.00	\$0.00	\$0.00
61	8915-01-E31-0337	20		LETTUCE RED LEAF, 20#		128	CS			\$0.00	\$0.00	\$0.00	\$0.00
62	8915-01-E31-0639	4.5		BLACKBERRY 12/6 oz		43	CS			\$0.00	\$0.00	\$0.00	\$0.00
63	8915-01-E31-0271	40		CARROTS BABY CELLO 40/1#		26	CS			\$0.00	\$0.00	\$0.00	\$0.00
64	8915-01-E31-0752	35		ORANGES 113 CT, 35#		97	CS			\$0.00	\$0.00	\$0.00	\$0.00
65	8915-01-E31-0321	35		CORN W/ HUSK YELLOW, 48 CT, 35#		20	CS			\$0.00	\$0.00	\$0.00	\$0.00
66	8915-01-E31-0649	20		EGGPLANT ROUND, 20#		78	CS			\$0.00	\$0.00	\$0.00	\$0.00
67	8915-01-E31-0648	30		EGGPLANT LONG, 30#		30	CS			\$0.00	\$0.00	\$0.00	\$0.00
68	8915-01-E31-0650	30		GARLIC, 30#		53	CS			\$0.00	\$0.00	\$0.00	\$0.00
69	8915-01-E31-0302	5		GARLIC IN JAR, 5# EA		51	CS			\$0.00	\$0.00	\$0.00	\$0.00
70	8915-01-E31-0304	30		GINGER ROOT, 30#		31	CS			\$0.00	\$0.00	\$0.00	\$0.00
71	8915-01-E31-0133	35		LIMES 175 CT, 35#		10	CS			\$0.00	\$0.00	\$0.00	\$0.00
72	8915-01-E31-0573	3		SALAD MESCLUN 3# BULK		73	CS			\$0.00	\$0.00	\$0.00	\$0.00
						78057		TOTAL BASE PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 1 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 2 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 3 PERIOD			\$0.00	\$0.00	\$0.00
								6-YEAR TOTAL			\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-E													
Lot 2 - Oahu / Afloat													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
1	8915-01-E31-0378	50		POTATO,BKG,70SZ,50# Long for Baking US Standard		5183	CS		\$0.00		\$0.00		\$0.00
2	8915-01-E31-0728	30		LETTUCE,WRAP,30# Iceburg US No. 1 Grade US Standard		4149	CS		\$0.00		\$0.00		\$0.00
3	8915-01-E31-0680	25		TOMATO,PINK,5X6,25# US No. 1 Grade 2-1/2 in min		4013	CS		\$0.00		\$0.00		\$0.00
4	8915-01-E31-0259	10		STRAWBERRY,10# US No. 1 Grade		4271	CS		\$0.00		\$0.00		\$0.00
5	8915-01-E31-0333	18		GRAPE,RED,SDLS,18# US No. 1 Table		2766	CS		\$0.00		\$0.00		\$0.00
6	8915-01-E31-0270	35		MELON,CANTALOUPE,9-12CT,35# US NO. 1 Grade		3083	CS		\$0.00		\$0.00		\$0.00
7	8915-01-E31-0760	35		ORANGE,72-88CT,35# Any Vareity Except Temple		2768	CS		\$0.00		\$0.00		\$0.00
8	8915-01-E31-0316	25		MELON,HONEYDEW,5-6CT,25# US No. 1 Grade		3328	CS		\$0.00		\$0.00		\$0.00
9	8915-01-E31-0334	18		GRAPE,GRN,SDLS,18# US No. 1 US Standard		1970	CS		\$0.00		\$0.00		\$0.00
10	8915-01-E31-0290	40		BANANA,40#,Ylw,STG 3Yellow Variety, Maturity Level		2529	CS		\$0.00		\$0.00		\$0.00
11	8915-01-E31-0339	20		LET,ROMAINE,20# US. No. 1 Grade US Standard		2605	CS		\$0.00		\$0.00		\$0.00
12	8915-01-E31-0693	40		WATERMELON,40# US No. 1 Grade		2076	CS		\$0.00		\$0.00		\$0.00
13	8915-01-E31-0550	25		PEPPER,GRN,SWT,25# Bell or Bullnose Type		2071	CS		\$0.00		\$0.00		\$0.00
14	8915-01-E31-0722	6		LETTUCE ROMAINE CHOP, 6#		2001	CS		\$0.00		\$0.00		\$0.00
15	8915-01-E31-0284	40		APPLE,RED,40# 80/100 Eating Red, Sweet,US No. 1		1709	CS		\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-E													
Lot 2 - Oahu / Afloat													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
16	8915-01-E31-0564	27		PINEAPPLE,27# US FancyGr or US. No. 1		3573	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	8915-01-E31-0288	45		CUCUMBER,45# US Fancy or US No. 1 Grade		1196	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0604	12		TOMATO,CHERRY,12# US NO. 1 Grade US Standard		1576	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0771	44		PEAR,44# Fresh Size 100 to 150		1006	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0341	8		MANGO HALF-RIPE 9 TO 16 CT 90% Free from Damage		2884	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0344	10		MUSHROOM,BULK,10# US No. 1 Grade US Standard		1394	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0220	40		APPLE,GRN,40# 80/100 Eating Green, Sweet, US		951	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0744	50		ONION,MED,50# Any Variety US No. 1		1738	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0274	50		CARROT,WHL,JBO,50# US No. 1 Grade US Standard		1247	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0319	7		KIWI FRUIT,7# US Grade No. 1		2374	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0252	20		BROCCOLI,BULK,20# US No. 1 Grade US Standard		1302	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	8915-01-E31-0369	18		PLUM,18#(SEASONAL) US No. 1 Grade		786	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	8915-01-E31-0178	5		PARSLEY CURLY AMERICAN, 5# CASE		850	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	8915-01-E31-0331	30		GRAPEFRUIT,PINK,30# US NO. 1 Grade		846	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	8915-01-E31-0596	20		BROCCOLI,FLORETS,20# Florets ready to use		264	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	8915-01-E31-0768	18		PEACH YELLOW, 18#		505	CS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-E													
Lot 2 - Oahu / Afloat													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
56	8915-01-E31-0254	4.5		BLUEBERRY 12/6 oz		111	CS		\$0.00		\$0.00		\$0.00
57	8915-01-E31-0508	40		APPLE GOLDEN 100/113 CT, 40#		85	CS		\$0.00		\$0.00		\$0.00
58	8915-01-E31-0597	35		CABBAGE CHINESE (WON BOK), 35#		74	CS		\$0.00		\$0.00		\$0.00
59	8915-01-E31-0388	40		POTATO SWEET US, 40#		42	CS		\$0.00		\$0.00		\$0.00
60	8915-01-E31-0329	20		LETTUCE GREEN LEAF, 20#		192	CS		\$0.00		\$0.00		\$0.00
61	8915-01-E31-0337	20		LETTUCE RED LEAF, 20#		128	CS		\$0.00		\$0.00		\$0.00
62	8915-01-E31-0639	4.5		BLACKBERRY 12/6 oz		43	CS		\$0.00		\$0.00		\$0.00
63	8915-01-E31-0271	40		CARROTS BABY CELLO 40/1#		26	CS		\$0.00		\$0.00		\$0.00
64	8915-01-E31-0752	35		ORANGES 113 CT, 35#		97	CS		\$0.00		\$0.00		\$0.00
65	8915-01-E31-0321	35		CORN W/ HUSK YELLOW, 48 CT, 35#		20	CS		\$0.00		\$0.00		\$0.00
66	8915-01-E31-0649	20		EGGPLANT ROUND, 20#		78	CS		\$0.00		\$0.00		\$0.00
67	8915-01-E31-0648	30		EGGPLANT LONG, 30#		30	CS		\$0.00		\$0.00		\$0.00
68	8915-01-E31-0650	30		GARLIC, 30#		53	CS		\$0.00		\$0.00		\$0.00
69	8915-01-E31-0302	5		GARLIC IN JAR, 5# EA		51	CS		\$0.00		\$0.00		\$0.00
70	8915-01-E31-0304	30		GINGER ROOT, 30#		31	CS		\$0.00		\$0.00		\$0.00
71	8915-01-E31-0133	35		LIMES 175 CT, 35#		10	CS		\$0.00		\$0.00		\$0.00
72	8915-01-E31-0573	3		SALAD MESCLUN 3# BULK		73	CS		\$0.00		\$0.00		\$0.00
						78057			\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
1	8915-01-E31-0752	35		ORANGE,113 CT, 35# US No. Grade, US Standard		2608	CS			\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0412	20		SALAD,TOSS,4/5#, 20# case Mix, Fresh		2216	CS			\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0001	40		APL.,RED,100S,40# US No. Grade, US Standard		1035	CS			\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0514	40		APPLE,RED,125S,40# US No. Grade, US Standard		810	CS			\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0760	35		ORANGES, 88 CT, 35# US No. Grade, US Standard		708	CS			\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0016	40		BANANA,STG#4, 1/2RIPE, 40# Green Yellow Variety		590	CS			\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0631	5		CELERY STICKS, 8/10 oz Ready to Use, Institutional		1372	CS			\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		1846	CS			\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0339	20		LETTUCE,ROMAINE,20# US No. Grade, US Standard		1010	CS			\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0981	20		LETTUCE,SHRED 4/5#, 20# case, Ready to Use		643	CS			\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-E31-0683	25		TOMATO, 6X6, 25# US No. Grade, US Standard		564	CS			\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0525	40		BANANA,STG#6 ,RIPE,40 Yellow Variety		414	CS			\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0259	10		STRAWBERRY BULK US No. Grade, US Standard		370	CS			\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0723	5		LET,CHOP,COARSE,5# Cut, Ready to Use		731	CS			\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0634	9		CHOPSUEY MIX,16/9 oz, 9# Ready to Use		859	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
16	8915-01-E31-0600	5		CABBAGE,GRN,SHREDDED US No. Grade, US Standard		1669	CS			\$0.00	\$0.00	\$0.00	\$0.00
17	8915-01-E31-0069	5		SLD,COLESLAW MIX,5# Fresh		1152	CS			\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0538	35		ORANGES, 72 CT, 35# US No. Grade, US Standard		177	CS			\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0728	30		LETTUCE,WRAPPED, 30# Table Ready, Whole		156	CS			\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0680	25		TOMATO,5X6,25# US No. Grade, US Standard		177	CS			\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0381	50		POTATO BAKING 90 CT, 50#		142	CS			\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0344	10		MUSHROOM MED 10#		102	CS			\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0744	50		ONION MED YLW 50#		85	CS			\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0288	45		CUCUMBER 45#		60	CS			\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0539	25		PAPAYA 1/2 RIPE, 25#		268	CS			\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0348	5		ONION GREEN, 5#		217	CS			\$0.00	\$0.00	\$0.00	\$0.00
27	8915-01-E31-0627	50		CARROTS WHOLE MED, 50#		85	CS			\$0.00	\$0.00	\$0.00	\$0.00
28	8915-01-E31-0356	50		CELERY WRAPPED, 50#		79	CS			\$0.00	\$0.00	\$0.00	\$0.00
29	8915-01-E31-0515	40		APPLES RED 163 CT, 40#		50	CS			\$0.00	\$0.00	\$0.00	\$0.00
30	8915-01-E31-0252	20		BROCCOLI, 20#		75	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
31	8915-01-E31-0550	25		PEPPER GRN BELL, 25#		38	CS			\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL BASE PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 1 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 2 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 3 PERIOD			\$0.00	\$0.00	\$0.00
								6-YEAR TOTAL			\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
1	8915-01-E31-0752	35		ORANGE,113 CT, 35# US No. Grade, US Standard		2608	CS		\$0.00		\$0.00		\$0.00
2	8915-01-E31-0412	20		SALAD,TOSS,4/5#, 20# case Mix, Fresh		2216	CS		\$0.00		\$0.00		\$0.00
3	8915-01-E31-0001	40		APL,RED,100S,40# US No. Grade, US Standard		1035	CS		\$0.00		\$0.00		\$0.00
4	8915-01-E31-0514	40		APPLE,RED,125S,40# US No. Grade, US Standard		810	CS		\$0.00		\$0.00		\$0.00
5	8915-01-E31-0760	35		ORANGES, 88 CT, 35# US No. Grade, US Standard		708	CS		\$0.00		\$0.00		\$0.00
6	8915-01-E31-0016	40		BANANA,STG#4, 1/2RIPE, 40# Green Yellow Variety		590	CS		\$0.00		\$0.00		\$0.00
7	8915-01-E31-0631	5		CELERY STICKS, 8/10 oz Ready to Use, Institutional		1372	CS		\$0.00		\$0.00		\$0.00
8	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		1846	CS		\$0.00		\$0.00		\$0.00
9	8915-01-E31-0339	20		LETTUCE,ROMAINE,20# US No. Grade, US Standard		1010	CS		\$0.00		\$0.00		\$0.00
10	8915-01-E31-0981	20		LETTUCE,SHRED 4/5#, 20# case, Ready to Use		643	CS		\$0.00		\$0.00		\$0.00
11	8915-01-E31-0683	25		TOMATO, 6X6, 25# US No. Grade, US Standard		564	CS		\$0.00		\$0.00		\$0.00
12	8915-01-E31-0525	40		BANANA,STG#6 ,RIPE,40 Yellow Variety		414	CS		\$0.00		\$0.00		\$0.00
13	8915-01-E31-0259	10		STRAWBERRY BULK US No. Grade, US Standard		370	CS		\$0.00		\$0.00		\$0.00
14	8915-01-E31-0723	5		LET,CHOP,COARSE,5# Cut, Ready to Use		731	CS		\$0.00		\$0.00		\$0.00
15	8915-01-E31-0634	9		CHOPSUEY MIX,16/9 oz, 9# Ready to Use		859	CS		\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
16	8915-01-E31-0600	5		CABBAGE,GRN,SHREDDED US No. Grade, US Standard		1669	CS		\$0.00		\$0.00		\$0.00
17	8915-01-E31-0069	5		SLD,COLESLAW MIX,5# Fresh		1152	CS		\$0.00		\$0.00		\$0.00
18	8915-01-E31-0538	35		ORANGES, 72 CT, 35# US No. Grade, US Standard		177	CS		\$0.00		\$0.00		\$0.00
19	8915-01-E31-0728	30		LETTUCE,WRAPPED, 30# Table Ready, Whole		156	CS		\$0.00		\$0.00		\$0.00
20	8915-01-E31-0680	25		TOMATO,5X6,25# US No. Grade, US Standard		177	CS		\$0.00		\$0.00		\$0.00
21	8915-01-E31-0381	50		POTATO BAKING 90 CT, 50#		142	CS		\$0.00		\$0.00		\$0.00
22	8915-01-E31-0344	10		MUSHROOM MED 10#		102	CS		\$0.00		\$0.00		\$0.00
23	8915-01-E31-0744	50		ONION MED YLW 50#		85	CS		\$0.00		\$0.00		\$0.00
24	8915-01-E31-0288	45		CUCUMBER 45#		60	CS		\$0.00		\$0.00		\$0.00
25	8915-01-E31-0539	25		PAPAYA 1/2 RIPE, 25#		268	CS		\$0.00		\$0.00		\$0.00
26	8915-01-E31-0348	5		ONION GREEN, 5#		217	CS		\$0.00		\$0.00		\$0.00
27	8915-01-E31-0627	50		CARROTS WHOLE MED, 50#		85	CS		\$0.00		\$0.00		\$0.00
28	8915-01-E31-0356	50		CELERY WRAPPED, 50#		79	CS		\$0.00		\$0.00		\$0.00
29	8915-01-E31-0515	40		APPLES RED 163 CT, 40#		50	CS		\$0.00		\$0.00		\$0.00
30	8915-01-E31-0252	20		BROCCOLI, 20#		75	CS		\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-													
Lot 3 - Oahu - Honolulu / Windward / USDA Schools													
Offeror:													
								Option 1		Option 2		Option 3	
Item No.	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
31	8915-01-E31-0550	25		PEPPER GRN BELL, 25#		38	CS		\$0.00		\$0.00		\$0.00
									\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 4 - Oahu - Leeward / Central / USDA Schools													
Offeror:													
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
1	8915-01-E31-0412	20		SALAD,TOSS,4/5#, 20# Mix, Fresh		3479	CS			\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0752	35		ORANGE,113 CT, 35# US No. Grade, US Standard		1970	CS			\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0538	35		ORANGES, 72 CT, 35# US No. Grade, US Standard		932	CS			\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0001	40		APL,RED,100S,40# US No. Grade, US Standard		1067	CS			\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0981	20		LETTUCE,SHRED 4/5#, 20# Shredded, Ready to Use		969	CS			\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0514	40		APPLE,RED,125S,40# Eating Delicious		640	CS			\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0539	25		PAPAYA,8-10 CT, 25# Fresh		75	CS			\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		1748	CS			\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0016	40		BANANA,STG#6 ,RIPE,40 Yellow Variety		464	CS			\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0683	25		TOMATO, 6X6, 25# US No. Grade, US Standard		443	CS			\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-E31-0600	5		CABBAGE,GRN,SHREDDED Table Ready		2326	CS			\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0016	40		BANANA,STG#4, 1/2RIPE Green Yellow Variety		365	CS			\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0634	9		CHOPSUEY MIX, 16/9 oz, 9# Ready to Use		1129	CS			\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0760	35		ORANGES, 88 CT, 35# US No. Grade, US Standard		339	CS			\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0631	5		CELERY STICKS, 8/10 oz Ready to Use, Institutional		865	CS			\$0.00	\$0.00	\$0.00	\$0.00
16	8915-01-E31-0515	40		APPLES, RED 163S, 40# US No. Grade US Standard		306	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 4 - Oahu - Leeward / Central / USDA Schools													
Offeror:													
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
17	8915-01-E31-0069	5		SLD,COLESLAW MIX,5# Fresh Chopped		1446	CS			\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0680	25		TOMATO,5X6,25# US No. Grade, US Standard		334	CS			\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0272	5		CARROT BABY CELLO, 5/1#, 5# Ready to Use		1364	CS			\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0339	20		LETTUCE,ROMAINE,20# US No. Grade, US Standard		255	CS			\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0259	10		STRAWBERRY BULK, 10# US No. Grade, US Standard		265	CS			\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0753	35		ORANGE, 138 CT, 35# US No. Grade, US Standard		205	CS			\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0288	45		CUCUMBER, 45#		74	CS			\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0344	10		MUSHROOM MED, 10#		90	CS			\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0252	20		BROCCOLI, 20#		69	CS			\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0744	50		ONION MED YLW, 50#		53	CS			\$0.00	\$0.00	\$0.00	\$0.00
27	8915-01-E31-0348	5		ONION GREEN, 5#		130	CS			\$0.00	\$0.00	\$0.00	\$0.00
28	8915-01-E31-0356	50		CELERY WRAPPED, 50#		60	CS			\$0.00	\$0.00	\$0.00	\$0.00
29	8915-01-E31-0381	50		POTATO BAKING 90 CT, 50#		63	CS			\$0.00	\$0.00	\$0.00	\$0.00
30	8915-01-E31-0550	25		PEPPER GRN BELL, 25#		2	CS			\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL BASE PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 1 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 2 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 3 PERIOD			\$0.00	\$0.00	\$0.00
								6-YEAR TOTAL			\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Lot 5 - Big Island H: Offeror:																	
		OPTION 1		38% 62%				OPTION 2		38% 62%				OPTION 3		38% 62%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price			
Item No.	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	
1	8915-01-E31-0412			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
2	8915-01-E31-0538			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
3	8915-01-E31-0604			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
4	8915-01-E31-0001			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
5	8915-01-E31-0316			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
6	8915-01-E31-0775			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
7	8915-01-E31-0016			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
8	8915-01-E31-0728			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
9	8915-01-E31-0693			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
10	8915-01-E31-0631			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
11	8915-01-E31-0981			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
12	8915-01-E31-0683			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
13	8915-01-E31-0625			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
14	8915-01-E31-0525			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
15	8915-01-E31-0339			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	

SPM302-08-R-0002, Lot 5 - Big Island H: Offeror:																	
		OPTION 1		38% 62%				OPTION 2		38% 62%				OPTION 3		38% 62%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price			
Item No.	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	
16	8915-01-E31-0270			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
17	8915-01-E31-0069			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
18	8915-01-E31-0600			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
19	8915-01-E31-0292			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
20	8915-01-E31-0752			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
21	8915-01-E31-0723			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
22	8915-01-E31-0635			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
23	8915-01-E31-0514			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
24	8915-01-E31-0760			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
25	8915-01-E31-0259			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
26	8915-01-E31-0731			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
27	8915-01-E31-0744			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
28	8915-01-E31-0658			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
29	8915-01-E31-0334			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
30	8915-01-E31-0333			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
31	8915-01-E31-0550			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
32	8915-01-E31-0381			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	

SPM302-08-R-0002, Lot 5 - Big Island H: Offeror:																	
		OPTION 1		38% 62%				OPTION 2		38% 62%				OPTION 3		38% 62%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price			
Item No.	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	
33	8915-01-E31-0564			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
34	8915-01-E31-0252			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 6 - Maui / Lanai / Molokai / USDA Schools													
Offeror:													
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
1	8915-01-E31-0752	35		ORANGE,113 CT, 35# US No. Grade, US Standard		1,173	CS			\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0412	20		SALAD TOSS 4/5#, 20# Fresh Mix		639	CS			\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0723	5		LET,CHOP,COARSE,5# Ready to Use		2,272	CS			\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0514	40		APPLE,RED,125S,40# Fresh, Eating US No. Grade		352	CS			\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0981	20		LETTUCE SHRED, 4/5#, 20# Ready to Use		279	CS			\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0683	25		TOMATO, 6X6, 25# US No. Grade, US Standard		305	CS			\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0001	40		APL,RED,100S,40# Eating, Red US No. Grade		302	CS			\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		728	CS			\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0525	40		BANANA,STG#6 ,RIPE,40 Yellow Variety		251	CS			\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0069	5		SLD,COLESLAW MIX,5# Fresh Chopped		326	CS			\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-E31-0016	40		BANANA,STG#4, 1/2RIPE Green/Yellow Variety		210	CS			\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0259	10		STRAWBERRY BULK, 10# US No. Grade, US Standard		207	CS			\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0339	20		LETTUCE,ROMAINE,20# US No. Grade, US Standard		223	CS			\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0680	25		TOMATO,5X6,25# US No. Grade, US Standard		187	CS			\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0635	5		CHOPSUEY MIX,5# Ready to Use		463	CS			\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam													
Lot 6 - Maui / Lanai / Molokai / USDA Schools													
Offeror:													
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Distribution Price Group 2	Unit Price Group 2	Total Delivered Price	Total Distribution Price	Total Price
16	8915-01-E31-0728	30		LETTUCE,ICEBERG,30# Table Ready, Whole		134	CS			\$0.00	\$0.00	\$0.00	\$0.00
17	8915-01-E31-0539	25		PAPAYA,8-10 CT, 25#		133	CS			\$0.00	\$0.00	\$0.00	\$0.00
18	8915-01-E31-0625	5		CELERY STICKS, 8/10 oz Ready to Use, Instutional		80	CS			\$0.00	\$0.00	\$0.00	\$0.00
19	8915-01-E31-0262	45		CABBAGE GRN, 45#		132	CS			\$0.00	\$0.00	\$0.00	\$0.00
20	8915-01-E31-0344	10		MUSHROOM MED, 10#		77	CS			\$0.00	\$0.00	\$0.00	\$0.00
21	8915-01-E31-0381	50		POTATO BAKING 90 CT		65	CS			\$0.00	\$0.00	\$0.00	\$0.00
22	8915-01-E31-0288	45		CUCUMBER, 45#		36	CS			\$0.00	\$0.00	\$0.00	\$0.00
23	8915-01-E31-0550	25		PEPPERS GRN BELL, 25#		25	CS			\$0.00	\$0.00	\$0.00	\$0.00
24	8915-01-E31-0744	50		ONION MED YLW, 50#		24	CS			\$0.00	\$0.00	\$0.00	\$0.00
25	8915-01-E31-0515	40		APPLES RED 163 CT, 40#		23	CS			\$0.00	\$0.00	\$0.00	\$0.00
26	8915-01-E31-0252	20		BROCCOLI, 20#		25	CS			\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL BASE PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 1 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 2 PERIOD			\$0.00	\$0.00	\$0.00
								TOTAL OPTION 3 PERIOD			\$0.00	\$0.00	\$0.00
								6-YEAR TOTAL			\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD													
Lot 6 - Maui / Lanai / Molokai / USDA Schools													
Offeror:													
								Option 1		Option 2		Option 3	
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
1	8915-01-E31-0752	35		ORANGE,113 CT, 35# US No. Grade, US Standard		1,173	CS		\$0.00		\$0.00		\$0.00
2	8915-01-E31-0412	20		SALAD TOSS 4/5#, 20# Fresh Mix		639	CS		\$0.00		\$0.00		\$0.00
3	8915-01-E31-0723	5		LET,CHOP,COARSE,5# Ready to Use		2,272	CS		\$0.00		\$0.00		\$0.00
4	8915-01-E31-0514	40		APPLE,RED,125S,40# Fresh, Eating US No. Grade		352	CS		\$0.00		\$0.00		\$0.00
5	8915-01-E31-0981	20		LETTUCE SHRED, 4/5#, 20# Ready to Use		279	CS		\$0.00		\$0.00		\$0.00
6	8915-01-E31-0683	25		TOMATO, 6X6, 25# US No. Grade, US Standard		305	CS		\$0.00		\$0.00		\$0.00
7	8915-01-E31-0001	40		APL,RED,100S,40# Eating, Red US No. Grade		302	CS		\$0.00		\$0.00		\$0.00
8	8915-01-E31-0625	5		CARROT STICKS, 8/10 oz Ready to Use, Institutional		728	CS		\$0.00		\$0.00		\$0.00
9	8915-01-E31-0525	40		BANANA,STG#6 ,RIPE,40 Yellow Variety		251	CS		\$0.00		\$0.00		\$0.00
10	8915-01-E31-0069	5		SLD,COLESLAW MIX,5# Fresh Chopped		326	CS		\$0.00		\$0.00		\$0.00
11	8915-01-E31-0016	40		BANANA,STG#4, 1/2RIPE Green/Yellow Variety		210	CS		\$0.00		\$0.00		\$0.00
12	8915-01-E31-0259	10		STRAWBERRY BULK, 10# US No. Grade, US Standard		207	CS		\$0.00		\$0.00		\$0.00
13	8915-01-E31-0339	20		LETTUCE,ROMAINE,20# US No. Grade, US Standard		223	CS		\$0.00		\$0.00		\$0.00
14	8915-01-E31-0680	25		TOMATO,5X6,25# US No. Grade, US Standard		187	CS		\$0.00		\$0.00		\$0.00
15	8915-01-E31-0635	5		CHOPSUEY MIX,5# Ready to Use		463	CS		\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD													
Lot 6 - Maui / Lanai / Molokai / USDA Schools													
Offeror:													
								Option 1		Option 2		Option 3	
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price	Dist. Price Per Unit	Total Dist. Price
16	8915-01-E31-0728	30		LETTUCE,ICEBERG,30# Table Ready, Whole		134	CS		\$0.00		\$0.00		\$0.00
17	8915-01-E31-0539	25		PAPAYA,8-10 CT, 25#		133	CS		\$0.00		\$0.00		\$0.00
18	8915-01-E31-0625	5		CELERY STICKS, 8/10 oz Ready to Use, Institutional		80	CS		\$0.00		\$0.00		\$0.00
19	8915-01-E31-0262	45		CABBAGE GRN, 45#		132	CS		\$0.00		\$0.00		\$0.00
20	8915-01-E31-0344	10		MUSHROOM MED, 10#		77	CS		\$0.00		\$0.00		\$0.00
21	8915-01-E31-0381	50		POTATO BAKING 90 CT		65	CS		\$0.00		\$0.00		\$0.00
22	8915-01-E31-0288	45		CUCUMBER, 45#		36	CS		\$0.00		\$0.00		\$0.00
23	8915-01-E31-0550	25		PEPPERS GRN BELL, 25#		25	CS		\$0.00		\$0.00		\$0.00
24	8915-01-E31-0744	50		ONION MED YLW, 50#		24	CS		\$0.00		\$0.00		\$0.00
25	8915-01-E31-0515	40		APPLES RED 163 CT, 40#		23	CS		\$0.00		\$0.00		\$0.00
26	8915-01-E31-0252	20		BROCCOLI, 20#		25	CS		\$0.00		\$0.00		\$0.00
									\$0.00		\$0.00		\$0.00

SPM302-08-R-0002, I																			
Lot 7 - Kauai / DOD /																			
Offeror:																			
		OPTION 1		29%		71%		OPTION 2		29%		71%		OPTION 3		29%		71%	
Market Basket	Stock Number	Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
		Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
1	8915-01-E31-0752			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
2	8915-01-E31-0412			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
3	8915-01-E31-0001			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
4	8915-01-E31-0339			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
5	8915-01-E31-0981			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
6	8915-01-E31-0538			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
7	8915-01-E31-0683			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
8	8915-01-E31-0014			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
9	8915-01-E31-0600			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
10	8915-01-E31-0728			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
11	8915-01-E31-0525			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
12	8915-01-E31-0680			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
13	8915-01-E31-0625			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
14	8915-01-E31-0262			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
15	8915-01-E31-0570			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, I																			
Lot 7 - Kauai / DOD /																			
Offeror:																			
		OPTION 1		29%		71%		OPTION 2		29%		71%		OPTION 3		29%		71%	
Market Basket	Stock Number	Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
		Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
16	8915-01-E31-0016			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
17	8915-01-E31-0259			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
18	8915-01-E31-0378			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
19	8915-01-E31-0333			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
20	8915-01-E31-0744			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
21	8915-01-E31-0429			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
22	8915-01-E31-0514			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
23	8915-01-E31-0635			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
24	8915-01-E31-0631			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
25	8915-01-E31-0835			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
26	8915-01-E31-0744			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
27	8915-01-E31-0579			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
28	8915-01-E31-0290			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
29	8915-01-E31-0760			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
30	8915-01-E31-0693			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, I																			
Lot 7 - Kauai / DOD /																			
Offeror:																			
		OPTION 1		29%		71%		OPTION 2		29%		71%		OPTION 3		29%		71%	
Market Basket	Stock Number	Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
		Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
31	8915-01-E31-0726			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
32	8915-01-E31-0252			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
33	8915-01-E31-0731			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
34	8915-01-E31-0564			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
35	8915-01-E31-0271			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
36	8915-01-E31-0069			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
37	8915-01-E31-0627			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
38	8915-01-E31-0515			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
39	8915-01-E31-0281			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
40	8915-01-E31-0344			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
41	8915-01-E31-0270			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
42	8915-01-E31-0316			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
43	8915-01-E31-0771			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
44	8915-01-E31-0550			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
45	8915-01-E31-0288			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, I																			
Lot 7 - Kauai / DOD /																			
Offeror:																			
		OPTION 1		29%		71%		OPTION 2		29%		71%		OPTION 3		29%		71%	
Market Basket	Stock Number	Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
		Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
46	8915-01-E31-0319			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
47	8915-01-E31-0341			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
				\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam																	
Lot 8 - Guam - Troop Issue																	
Offeror:																	
50% 50%																	
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Dist. Price		Unit Price		Total Delivered Price	Evaluated Distribution Price			Total Evaluated Price
									Group 1	Group 2	Group 1	Group 2		Group 1	Group 2	Total	
1	8915-01-E31-0290	40		BANANA Fresh Stage #3, 40lb cs		10247	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	8915-01-E31-0429	8		STRAWBERRY Fresh, US No. 1 Grade 6 Loose half-size		4437	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	8915-01-E31-0512	40		APPLE RED 113CT Fresh, Eating		6677	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	8915-01-E31-0864	20		PINEAPPLE, 20#		2913	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	8915-01-E31-0270	35		CANTALOUPE US NO. 1 Grade, US Standard		7948	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	8915-01-E31-0752	35		ORANGES 113S Fresh, US Grade US Standard		6301	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	8915-01-E31-0871	10		TOMATO CLR#5, 10#		5162	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	8915-01-E31-0876	66		WATERMELON FRESH 14lb Min US Grade US Standard,		4814	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	8915-01-E31-0378	50		POTATO BAKING 70 CT		4577	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	8915-01-E31-0853	35		LETTUCE UNWRAPPED ICBGUS No. 1 Grade		3751	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	8915-01-e31-0861	36		PEARS, FRESH Fresh, US Grade US Standard		3046	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	8915-01-E31-0333	18		GRAPES, RED SDLS Fresh, US Grade		6880	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	8915-01-E31-0316	25		HONEYDEW US No. Grade 5-6 ct, 25# case		10540	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	8915-01-E31-0847	8		KIWI FRUIT US NO. 1 Grade, 28 to 30 CO		2825	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	8915-01-E31-0760	35		ORANGE 88CT , Fresh Any variety, Grade, 88 count, 35lb co.		3879	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	8915-01-E31-0851	36		LETTUCE ROMAINE 36# US No. 1 Grade 36#lb		1873	CS				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, Full Line Fresh Fruit & Vegetable Support for DOD and Non-DOD Activities in Hawaii & Guam																	
Lot 8 - Guam - Troop Issue																	
Offeror:																	
														50%	50%		
								Dist. Price		Unit Price				Evaluated Distribution Price			
Market Basket	Stock Number	Gov't CS WT	Offered CS WT	Item Description	Identical (Y/N)	Estd CS Qty	Unit of Issue	Delivered Price	Group 1	Group 2	Group 1	Group 2	Total Delivered Price	Group 1	Group 2	Total	Total Evaluated Price
								6-YEAR TOTAL					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SPM302-08-R-0002, F																			
Lot 8 - Guam - Troop																			
Offeror:																			
		OPTION 1		50%		50%		OPTION 2		50%		50%		OPTION 3		50%		50%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
Market Basket	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
1	8915-01-E31-0290			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
2	8915-01-E31-0429			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
3	8915-01-E31-0512			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
4	8915-01-E31-0864			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
5	8915-01-E31-0270			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
6	8915-01-E31-0752			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
7	8915-01-E31-0871			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
8	8915-01-E31-0876			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
9	8915-01-E31-0378			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
10	8915-01-E31-0853			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
11	8915-01-e31-0861			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
12	8915-01-E31-0333			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
13	8915-01-E31-0316			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
14	8915-01-E31-0847			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
15	8915-01-E31-0760			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
16	8915-01-E31-0851			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, F																			
Lot 8 - Guam - Troop																			
Offeror:																			
		OPTION 1		50%		50%		OPTION 2		50%		50%		OPTION 3		50%		50%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
Market Basket	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
17	8915-01-E31-0862			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
18	8915-01-E31-0841			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
19	8915-01-E31-0550			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
20	8915-01-E31-0344			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
21	8915-01-E31-0341			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
22	8915-01-E31-0284			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
23	8915-01-E31-0252			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
24	8915-01-E31-0604			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
25	8915-01-E31-0744			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
26	8915-01-E31-0356			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
27	8915-01-E31-0262			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
28	8915-01-E31-0845			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
29	8915-01-E31-0274			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
30	8915-01-E31-0552			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
31	8915-01-E31-0865			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
32	8915-01-E31-0869			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

SPM302-08-R-0002, F																			
Lot 8 - Guam - Troop																			
Offeror:																			
		OPTION 1		50%		50%		OPTION 2		50%		50%		OPTION 3		50%		50%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
Market Basket	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
33	8915-01-E31-0219			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
34	8915-01-E31-0837			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
35	8915-01-E31-0280			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
36	8915-01-E31-0220			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
37	8915-01-E31-0848			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
38	8915-01-E31-0554			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
39	8915-01-E31-0397			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
40	8915-01-E31-0860			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
41	8915-01-E31-0832			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
42	8915-01-E31-0858			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
43	8915-01-E31-0385			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
44	8915-01-E31-0849			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
45	8915-01-E31-0855			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
46	8915-01-E31-0850			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
47	8915-01-E31-0835			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
48	8915-01-E31-0735			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

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Lot 8 - Guam - Troop																			
Offeror:																			
		OPTION 1		50%		50%		OPTION 2		50%		50%		OPTION 3		50%		50%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price					
Market Basket	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total			
49	8915-01-E31-0867			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
50	8915-01-E31-0856			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
51	8915-01-E31-0859			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
52	8915-01-E31-0836			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
53	8915-01-E31-0648			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
54	8915-01-E31-0833			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
55	8915-01-E31-0055			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
56	8915-01-E31-0650			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
57	8915-01-E31-0868			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
58	8915-01-E31-0834			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
59	8915-01-E31-0844			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
60	8915-01-E31-0304			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
61	8915-01-E31-0854			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
62	8915-01-E31-0840			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			
				\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			

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Lot 8 - Guam - Troop																
Offeror:																
		OPTION 1		50%	50%		OPTION 2		50%	50%		OPTION 3		50%	50%	
		Dist. Price		Option 1 Evaluated Distribution Price			Dist. Price		Option 2 Evaluated Distribution Price			Dist. Price		Option 3 Evaluated Distribution Price		
Market Basket	Stock Number	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total	Group 1	Group 2	Group 1	Group 2	Total

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SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (NOV 2007)

Note: FAR 52.212-1, INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (NOV 2007), is incorporated into the solicitation by reference. The full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

Addendum to 52.212-1:

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

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 5, for specific instructions on how to submit your offer if mailed or hand carried. Faxed offers are NOT authorized for this solicitation.

(1) The envelope/package/shipping container must include the solicitation number, closing date and time set for receipt of offers, and lot for which offer is being submitted. Offerors are required to submit a complete proposal for each lot the offeror wishes to be considered for award.

(9) Acknowledgement of Solicitation Amendments. See Block 11 of Standard Form 30, Amendment of Solicitation/Modification of Contract. Amendments are posted at the DSCP Subsistence website, <http://www.dscp.dla.mil/subs/produce/pv/index.asp>.

Add the following:

(12) Proposal Preparation

(i) Each offer submitted must contain the completed and signed Solicitation and Amendments, Technical Proposal and Business Proposal. For proposals involving two or more companies combining capabilities to perform on any resulting contract, a legally binding agreement of the parties must be submitted. Offerors are required to submit a complete proposal for each lot the offeror wishes to be considered for award. See Submission Requirements for specific instructions.

(ii) Technical Proposal

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

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

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

(D) To be considered acceptable, the Technical Proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements.

(iii) Business Proposal

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

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

2. Paragraph (c), Period for Acceptance of Offers, is revised as follows:

Period of acceptance is 180 calendar days.

3. Paragraph (f), Late Submissions, Modifications, Revisions, and Withdrawals of Offers, is deleted in its entirety and replaced with the following:

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

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

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

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

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

(2) Any modification or revision of a proposal or response to be requested information, including any final proposal revision, is subject to the same conditions indicated above.

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

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

4. Paragraph (h), Multiple Awards, is revised to add the following:

The Government intends to make one award per lot.

SUBMISSION INFORMATION

1. GENERAL

The Government is committed to utilizing the Trade-Off Process as the means for selecting the most qualified vendor(s) for each lot. The Trade-Off Process allows the Government to assess each firm's technical expertise and pricing to determine the firm that presents the best value to the customers in each lot. The technical factors, when combined, are significantly more important than pricing. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.

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Your offer will consist of two (2) separate and distinct proposals – a Technical Proposal and a Business Proposal. Each proposal must be separately bound and submitted in writing. Each offeror shall submit three (3) copies of its Technical Proposal and two (2) copies of its Business Proposal. Each offer must contain one entire, completed and signed solicitation including all corresponding amendments. Each offer must contain written responses to the mandatory submission requirements for the Seasonal Acquisition Plan, Surge/Mobilization and EDI Compliance elements of the Statement of Work.

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

The Technical Proposal will be evaluated for technical capability, while the Business Proposal will be evaluated for price reasonableness in accordance with the evaluation criteria outlined in the “Evaluation Criteria” section of this solicitation. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Technical Proposal will be adjectival, i.e. Excellent, Good, Fair, or Poor.

To ensure that an accurate proposal is submitted, address each factor and each factor’s sub-factors in the order in which presented in the submission requirements for each volume. Following the prescribed order ensures that the offer contains all relevant information.

A page limit for many of the factors and sub-factors found in the Technical Proposal has been assigned. Pages beyond the limit will not be evaluated. Proposals should clearly label the Factors and Sub-Factors as addressed. Offerors shall utilize no smaller than a Font size of 11 for page limited responses.

Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer. The Government reserves the right to incorporate into the resultant contract(s) those elements of an offeror’s technical proposal that exceed solicitation requirements.

The Business Proposal Market Basket unit prices are essentially for evaluation purposes, however, the market basket items will become part of the catalog. For the first week of the contract, unit prices submitted at the time of final proposal revisions must be reflected on the catalog unless such deviations are approved by the contracting officer. The Government does not anticipate that the unit prices for items in the Market Basket should change significantly for any orders placed early in the contract, unless documented market conditions arise.

The Government reserves the right to verify any information presented in the technical and business proposals.

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2. TECHNICAL FACTORS

All offerors are required to submit information on their firm's level of technical capability to support the customers found under the solicitation. Each offeror will be evaluated through a combination of independent assessment against the Government's rating criteria and risk assessment. Technical factors 1 through 4 listed below are in descending order of importance. Factor 1 is slightly more important than Factor 2. Factor 2 is significantly more important than Factor 3. Factor 3 is significantly more important than Factor 4. In Factors 1 and 2 the sub-factors are listed in descending order of importance.

Factor 1: Quality Assurance/Product Quality:

Warehouse Quality
Inventory Turnover
Temperature & Humidity Controls
Force Protection

Factor 2: Past Performance/Corporate Experience:

Past Performance
Corporate Experience

Factor 3: Distribution Plan

Factor 4: DLA Mentoring Business Agreements (MBA)

3. PRICING

The pricing for each lot will be measured through the Market Basket Approach. The Market Basket Approach is a grouping of items along with the estimated quantities. The items found in the Market Basket represent approximately 100% of the estimated annual dollar value for that particular lot. Offers are required to submit their unit price for each item, broken down into the corresponding Delivered Price and Distribution Price components.

Pricing will be based on the following formula:
Unit Price = Delivered Price + Distribution Price

Definitions:

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

Delivered Price – The “delivered price” is defined as the last invoice price of a product the vendor has paid a manufacturer or supplier or grower for that product delivered to its distribution point. This is sometimes referred to as “landed cost.”

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Distribution Price – The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the contractor’s projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor’s distribution point, any other projected expenses associated with delivery and profit. This dollar amount shall remain constant for the complete term of the base period. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$2.50

4. Mandatory Submission Requirements – Plans.

The following plans shall be submitted with offerors’ proposals. These will not be evaluated, and they are not part of the separate, rated, technical and business proposal submissions. The purpose of these plans is to demonstrate the offerors’ comprehension of the requirements of this solicitation’s statement of work. Whether or not formal discussions of the technical and/or business proposals are deemed necessary by the contracting officer, the Government may request further explanation of the plans in order to enhance its understanding of the proposals. These questions and responses will not be considered in either the technical or business evaluations, except to the extent that such responses may directly impact those evaluations.

SURGE/MOBILIZATION

As part of its proposal, vendors are required to submit a Readiness Plan that demonstrates compliance with Surge and Mobilization requirements. The Readiness Plan shall document how additional product, personnel, delivery vehicles and warehouse space will be secured to support a surge or mobilization along with any corresponding timeframes. Include copies of any agreements (i.e. mfg/grower letter of support, lease commitments for additional resources, etc.) and any other information the offeror deems important to support such measures. The offeror shall indicate any history or handling surge and/or mobilization events for either DOD or commercial accounts. Provide the name of the individual as a central point of contact who will coordinate your firm’s surge and mobilization support efforts.

EDI IMPLEMENTATION

As part of its proposal, vendors are required to submit an EDI Implementation plan that demonstrates compliance with EDI requirements found under Ordering Systems section of the Statement of Work. If the offeror is not currently EDI capable, the plan must include time frames for compliance at least one week prior to order commencement.

INCREASED MILITARY PRESENCE

Discuss how you will handle a potential large increase in sales as a result of a significantly increased military presence in Guam during the life of this contract that is unable to be defined at this time. Demonstrate that you will be able to provide additional adequate warehouse storage space from commercial sources. Discuss the ability to obtain increased quantities of cataloged items from existing and/or new suppliers.

SUBMISSION REQUIREMENTS

1. Technical Proposal (submit three copies)

Each offeror is to arrange its proposals in the order shown below. Each individual response should cite the applicable paragraph to which it is responding, e.g. 1.1, 1.2, etc.

FACTOR 1 – QUALITY ASSURANCE/PRODUCT QUALITY

1.1 Submit complete copies of your firm's three (3) most recent independent (ASI, AIB, etc.) warehouse audits plus any state or USDA warehouse inspection reports performed within the last 18 months. Vendor shall also submit proof of its current Perishable/Agricultural Commodities Act (PACA) license (no page limit)

1.2 Provide your firm's overall inventory turnover ratio for each of the years 2005, 2006 and 2007. (1 page limit)

1.3 Discuss the different temperature and humidity settings found in your firm's warehouse and how these settings are monitored. (1 page limit)

1.4 Discuss the steps your firm has taken or will take to prevent product tampering and contamination.

Accordingly, the awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Firms should include specific security measures relating to but not limited to the following areas:

- a. Employee Identification
- b. Background checks where applicable
- c. Control of access to plant facility, gates and doors at the facility
- d. Internal Security
- e. Training and security awareness
- f. Product Integrity
- g. Transportation Security

FACTOR 2 – PAST PERFORMANCE/CORPORATE EXPERIENCE

2.1 Provide a brief performance record of your (5) highest dollar value contracts over the last three (3) years, plus any DSCP long-term contracts. Address the following for each of the contracts (3 page limit):

Account Name

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Length of time that the account has been serviced
Annual Dollar Value;
Number of delivery locations
Number of deliveries per week
Average number of line items per delivery
On-time delivery percentage
Order fill-rate (cases ordered versus cases accepted) without substitutions annually and monthly for 2007
Point of Contact
Point of Contact Phone Number

2.2 Discuss your firm's overall fresh fruit and vegetable distribution experience. Provide number of years as a full-line FF&V distributor, latest yearly dollar value sales, your firm's current total number of full-line FF&V accounts and the average number of deliveries per week over the last year. (3 page limit)

FACTOR 3 – DISTRIBUTION PLAN

Describe in detail your firm's plan for supporting all the delivery points within the lot and how your plan fits into your distribution radius. List your firm's current open warehouse space in terms of square footage, percent available and relationship to annual dollar sales and how supporting the delivery points will impact open warehouse space. List your firm's current delivery fleet and how supporting the delivery points will impact your delivery fleet. Discuss any plans for acquiring and/or leasing additional warehouse space and delivery vehicles. Include whether your firm will be subcontracting out any deliveries and if so provide documentation* of your relationship with subcontractor(s) and specify which customers will be supported by which subcontractor(s). (5 page limit – does not include subcontractor relationship documentation)

*Legally Binding Agreement of the Parties – Any offerors proposing to provide support through a joint venture or partnership must submit a legally binding agreement demonstrating the relationship and responsibilities of each offeror entering into the joint venture or partnership.

FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA)

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

B. DLA MBA's encourage participation and growth opportunities for small business, small disadvantaged business (SDB), women-owned small business (WOSB), veterans owned small business (VOSB), services disabled veteran owned small business (SDVOSB) and HUB Zone small business concerns or JWOD workshop that will participate in carrying out the

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requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. A MBA shall be a written agreement between the prime contractor and the small Business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veterans owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone small business involved. The mentor will be required to submit periodic process reports on their agreements. An MBA shall include, at a minimum, the following elements:

a. Participants

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

1) Name, address, and plant location for contract holder and potential SB/SDB/VOSB/SDVOSB or JWOD participant(s).

2) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.

3) The number of people employed by the small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB and HUB Zone (HZSB) small business concerns. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

b. Agreement Type

1) Describe the type of agreement executed by the contract holder and the small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veterans owned small business (VOSB), services disabled veteran owned small business (SDVOSB) and HUB Zone small business concerns or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not be jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred.

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

3) Offerors shall identify and describe the management control techniques that would be used to ensure that contract requirements are met. This should include the record

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keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

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

a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.

b. An improvement in the participation in DOD, other federal agencies and commercial contracting opportunities.

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

4) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

2. Business Proposal (submit 2 copies)

MARKET BASKET PRICING

For each lot, the Government has selected a market basket of items for evaluation that represent approximately 100% of the estimated dollar value (see Attachments 1-8). Offerors must submit pricing information along with proof of delivered pricing in the form of an invoice or quotes for each item in the market basket. The unit prices of all items found in the market basket will be comparatively assessed to identify any unusually high or low priced items.

Estimated quantities for an 18-month period are indicated next to each item and are for information and evaluation purposes only. The items found in the Market Basket will be evaluated for the lowest overall aggregate cost to the Government.

Offerors are to submit the most current unit prices (valid within two weeks prior to submission of closing) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.050, pricing should be formulated as follows:

$$\$2.00 + \$.50 = \$2.50$$

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Do Not Submit only the Unit Price; the two (2) elements must be shown separately, as two distinct evaluations are being performed.

DO NOT deduct any Food Show allowances from the delivered price in your business proposal.

Prices for all items are to be submitted according to the Government’s Unit of Issue (THERE ARE NO EXCEPTIONS). All items listed in the solicitation will ultimately become part of the vendor’s catalog. The most recent prices submitted prior to award will be incorporated into the vendor’s catalog.

DISTRIBUTED PRICES

The offeror shall provide separate standard distribution pricing for all categories of items for Groups 1 (DoD) and 2 (non-DoD). Offerors can submit the same distribution price for both Groups of customers. Each distribution price shall be a case price.

During the evaluation phase, DSCPP will combine the two distribution prices to produce a weighted average for evaluation purposes only. The weights will be determined by the estimated percentage of dollar value sales for each group of customers,* The weights per lots are as follows:

REGION	ISLAND ZONE	LOT NO.	DESCRIPTION	DoD	Non-DoD
HAWAII	Oahu	1	Troop Issue	100%	
		2	Navy & Coast Guard Afloat	100%	
		3	Honolulu & Windward USDA Schools		100%
		4	Leeward & Central USDA Schools		100%
	Hawaii (Big Island)	5	DoD & USDA Schools	38%	62%
	Maui, Molokai, & Lanai	6	USDA Schools		100%
	Kauai	7	DoD & USDA Schools	29%	71%
GUAM		8	DoD, Afloat & USDA	50%	50%

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			Schools		
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*Example:

Zone: Hawaii (Big Island)

DoD Distribution Price: \$1.00/case

Non-DoD Distribution Price: \$2.00/case

Weighted Distribution Price (for evaluation purposes only):

(DoD Dist Price X DoD Weighted %) + Non-DoD Dist Price X Non-DoD Weighted %) =
Weighted Dist Price

$$(\$1.00 \times 38\%) + (\$2.00 \times 62\%) = \\ \$0.38 \quad + \$1.24 \quad = \$1.62$$

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

DELIVERED PRICES

ALL offered delivered prices must be substantiated with a copy of the grower/supplier's invoice for each item in the solicitation. The Item Number must be marked on each invoice so as to identify the invoice's corresponding item. The preferred documentation is the grower/supplier invoice. If you do not have an invoice, a written quote from the grower/supplier will be accepted. All invoices and quotes must be from sources the offeror the currently uses or plans to use to support the resultant contract. Any quote must be presented in the following manner:

Detailed on grower/manufacture letterhead;

Date price quote was supplied;

Time period price quote is effective; to include expiration date

Quantity covered by price quote;

Grower/manufacture part number, and

Grower/Manufacturer's point of contact; including name, title, address, and phone number.

The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that time period, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within two (2) weeks from closing over earlier dates. Invoices that reflect small quantities will be considered the equivalent of a quote. For evaluation purposes, the offeror is required to submit pricing on all items that will meet the government's minimum requirement.

6) Prices must not extend more than two (2) places to the right of the decimal point.

Standard rounding methods should be observed. For example, a delivered price of \$4.578 should be rounded to \$4.58.

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

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8) All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to DFARS 252.225-7012, Preference for Certain Domestic Commodities (the Berry Amendment) and procured from a Sanitarily Approved Source. All invoices and quotes must reflect compliance to contract terms and conditions.

9) Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:

Stock Number

Item Description – Government Item Description

Identical Match – Use “Y” or “N”

Estimated Quantity – Quantity given.

Unit of Issue – Self-explanatory. Note: Unit of Issue must be same as Government’s listed in the Market Basket of Items.

Delivered Price (DEP) – the price you actually paid for the item, as substantiated by grower/manufacturer invoice.

Distribution Price (DIP) – your distribution price

Unit Price – Delivered Price + Distribution Price

Total – Estimated Quantity multiplied by Unit Price

Gov’t Average Case Weight – provided

Case Weight – Weight in lbs. of the offeror’s invoice or quoted item.

SAMPLE FORMAT FOR BUSINESS PROPOSAL SPREADSHEET – DO NOT DEVIATE

HEADING: Base Period OR Option 1 OR Option 2

Offeror shall complete Attachments 1-8 for the Business Proposal Spreadsheet

10) When preparing the spreadsheet, total must appear at the bottom of the “TOTAL” column. Each firm must submit a hard copy of their spreadsheet, for the base period and each option period, as well as a copy of the spreadsheet(s) on a disk. (This means three spreadsheets or one spreadsheet with a sheet labeled for the base term plus each option period).

11) The offeror must also submit option year unit prices, expressed as the delivered price plus the distribution price. All components of the option period unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option year prices, the offeror’s proposal may be rejected. Option year price increases or decreases are to be expressed in dollars and cents only. The firm may also elect to offer no change in the distribution prices over the life of the contract.

FAR 52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award one contract per lot resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The technical evaluation factors are listed in

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descending order of importance. Factor 4 will be evaluated on a comparative basis among the offers received for each lot. The following factors shall be used to evaluate offers:

Factor 1: Quality Assurance/Product Quality

Factor 2: Past Performance/Corporate Experience

Factor 3: Distribution Plan

Factor 4: DLA Mentoring Business Agreements

Technical and past performance, when combined, are significantly more important than cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Addendum to 52.212-2

The following paragraph is added:

(d) Source Selection and Evaluation Procedures:

(1) Summary

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

(2) Evaluation Process.

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

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate information other than cost or pricing data, in accordance with FAR 15.4, "Contract Pricing". The Government will evaluate offeror's pricing on all items in the market basket for price reasonableness and realism to include a separate evaluation of the individual distribution prices and individual delivered prices. The estimated quantities for the market basket items will be multiplied by the unit price for the

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corresponding item to determine the lowest aggregate cost to the Government. Pricing will be evaluated for all options the same manner. The base contract and options will be summed to determine the lowest aggregate price to the Government. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the option does not obligate the Government to exercise the option(s).

(3) Selection Process.

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

EVALUATION CRITERIA

1. TECHNICAL PROPOSAL EVALUATION

Factors 1-4 are in descending order of importance. Factor 1 is slightly more important than Factor 2. Factor 2 is significantly more important than Factor 3. Factor 3 is significantly more important than Factor 4. In Factors 1 and 2 the sub-factors are listed in descending order of importance.

FACTOR 1 – QUALITY ASSURANCE/PRODUCT QUALITY

1.1 The Government will assess the offeror's overall audit ratings. The Government will review the reports to assess the effectiveness of a firm's food safety and pest controls measures, to uncover any critical findings and ascertain the offeror's ability to correct deficiencies. The Government will also confirm firm holds a current PACA license.

1.2 The offer's inventory turnover ratio will be analyzed as a metric indicating the level of freshness of the products delivered. Inventory turnover trends will be analyzed.

1.3 The Government will assess the offeror's temperature and humidity controls as a metric in maintaining quality fresh produce. The Government will evaluate the offeror's experience on contracts similar in size and scope to the corresponding lot requirements.

1.4 The Government will evaluate the offeror's security plans relating to plant security, and security of product in light of the heightened threat of terrorism and secure product from adulteration.

FACTOR 2 – PAST PERFORMANCE/CORPORATE EXPERIENCE

2.1 The Government will evaluate the offeror's record of recent contractual performance on high dollar value accounts. The Government will evaluate the offeror's experience on contracts similar experience on contracts similar in size and scope to the corresponding lot requirements.

2.2 The offeror's Corporate Experience will be evaluated to determine that the offeror possesses an appropriate level of experience to handle the demands of the corresponding lot.

FACTOR 3 – DISTRIBUTION PLAN

3.1 The Government will evaluate the offeror’s ability to adequately support the number and frequency of deliveries required under the corresponding lot.

FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA)

The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan(s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror’s willingness to assist small business, small disadvantaged business (SDB), women-owned small business (WOSB), veterans owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone small business in expanding their business.

2. BUSINESS PROPOSAL EVALUATION

The sub-factors in Factor 1 are in descending order of importance.

1. PRICING

1.1 Market Basket Pricing – Pricing is required for all items found in the Market Basket. The Government will perform an aggregated price analysis on the items found in the Market Basket. The estimated quantities in the Market Basket shall be multiplied by the unit prices to determine the lowest aggregate price to the Government. Option pricing will be evaluated in the same manner. The base and options will then be combined to arrive at an estimated total aggregate price.

1.2 Distribution Pricing – the Government will comparatively assess the distribution prices offered by all firms to determine reasonableness.

1.3 Delivered Pricing – The Government will comparatively assess the delivered price of each item to determine reasonableness and perform risk assessments by analyzing the ratio of invoices to quotes.

GOVERNMENT’S INTENT TO LIMIT COMPETITIVE RANGE FOR EFFICIENCY PURPOSES

In accordance with FAR 15.306(c) (2) and 10 U.S.C. 2305(b) (4), the Government reserves the right to limit the competitive range to the greatest number of proposals that will permit an efficient competition among the most highly rated proposals.

The following additional clauses are incorporated in full text:

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-
--

DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12. Evaluation of option prices is effectively limited to Distribution Prices, since Delivered Prices are the initial award prices adjusted in accordance with the Economic Price Adjustment clause.

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

FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Nov 2007) Alternate I (Apr 2002)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(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 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.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be

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provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“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 service-disabled 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 the 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).

(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:

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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 is to 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.

(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.

(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

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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 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 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>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	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 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.

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(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, 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.

(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 or 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 parts 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

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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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (The certificate in DFARS 252.225-7000 shall be completed if it is provided as an Attachment to 52.212-3.)

(g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternates I and II -- Trade Agreements Certificate. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (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) 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 Product

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.

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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.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

Addendum

Attachment to 52.212-3

DFARS 252.225-7000 Buy American Act--Balance of Payments Program Certificate (JUN 2005)

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

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(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

DFARS 252.212-7000 Offeror Representations and Certifications--Commercial Items (JUN 2005)

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract.

The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

Addendum

The following additional provisions are set forth in full text:

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FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of an indefinite delivery, fixed-price contract with economic price adjustment resulting from this solicitation.

DLAD 52.233-9001 Disputes: Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

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

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

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

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

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

Name and Address of Contractor(s)

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

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

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

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

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror)

Describe Association/Relationships: (e.g., employer, consultant)

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

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

DSCP 52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

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To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

DSCP 52.211-9P38 PLACE OF PERFORMANCE (NOV 2005)

(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.

[X] (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.

FAR 52.215-6 -- Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, does not intend [] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

DLAD 52.215-9007 - Preproposal Conference (Feb 2005)

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A preproposal conference will be held to explain the requirements of this solicitation (number SPM302-08-R-0002) and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Beverly Quevedo
Telephone: (808) 474-2982
E-mail Address: Beverly.Quevedo@dla.mil

The date, time, and location of the conference are provided below:

Date: XX Jun 2008 (See Pre-Proposal Conference, Notice no. 1)
Time: 10:00 a.m., HST
Location: Banyans, 915 North Road, Pearl Harbor, HI, 96860

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award. Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

DLAD 52.219-9002 DLA Mentoring Business Agreements (MBA) Program. (DEC 1997)
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(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

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

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shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE	DATE
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	(OCT 2006)
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
DLAD 52.233-9000	Agency Protests	(SEP 1999)