

# DSCP Subsistence Europe & Central Asia Pre-Proposal Conference

SPM300-07-R-0004 3 February 2009



# Conference Ground Rules & Participation Guidelines

PLEASE!

- > Sign-In
- Mute all cell phones and pagers
- No cameras, video taping or recording devices
- > Hold all questions to the end of the presentation
- Questions can be written and submitted during break or asked verbally
- Solicitation Language & Amendments supersede pre-proposal conference discussions



## Agenda

- > What's New
- > Contract Clauses
- Manufacture Pricing Agreements (MPAs)
- > Statement of Work (SOW) Key Points
- > Solicitation Provisions
- > Remember To
- Questions



## What's New

- > Zone III: Central Asia
- Zone I: Army MWR & AF NAF
- Performance Period
- Market Basket size
- Redefined Categories
- Pre-Set Units of Measure (UOM) >
- Monthly price changes vs. Biweekly price changes
- Rebate / discount language
- Product Price definition
- Unit Price language
- Manufacturer Pricing Agreements (MPAs)
- > Fill Rate minimum: 97.5%

- Synchronized Pre-Deployment Tracker (SPOT)
- DTS relationship Claims portion
- Defense Base Act (DBA)
- Audit language
- Food Show language
- No substitutes on purchase orders
- Technical factors & order of importance
- IPR by DSCP HCA
- Government reserves the right to award one to three contracts



### Contract Clauses

- Addendum to FAR 52.212-4: Contract Terms and Conditions-Commercial Items (Zone III only)
  - DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
  - DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
  - Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007-00010)
  - Register for a SPOT account at <a href="http://www.defenselink.mil/bta/products/spot.html">http://www.defenselink.mil/bta/products/spot.html</a>.







#### Login to SPOT 6.1

- Login to SPOT using my AKO
- Login to SPOT using my CAC or DoD Approved Certificate
- Login to SPOT using my user name and password

New User? Register

Registration is required to access SPOT. REGISTRATION CANNOT BE COMPLETED UNTIL A DESIGNATED ORGANIZATIONAL SPONSOR SENDS AN APPROVAL MAIL TO SPOT.REGISTRATION@US.ARMY.MIL.

For information on SPOT registration and contractor personnel Letters of Authorization (LOAs), please visit <a href="https://www.us.army.mil/suite/kc/12559209">https://www.us.army.mil/suite/kc/12559209</a>. You must have an Army Knowledge Online (AKO) address to visit this website.

#### **FAQs**

How do I register for an AKO Account?

How do I register for a CAC or DoD Approved Certificate?

How do I obtain a SPOT username and password?

For more information, please contact the SPOT helpdesk at <a href="mailto:SPOT@technisource.com">SPOT@technisource.com</a> or (717) 506-1368

6.1.16.127



### Contract Clauses

- FAR 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
  - The Contractor shall
    - (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and
    - (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.



# Defense Transportation System (DTS)

- Mandatory by Law from CONUS
- Offerors should contact Customer Service, DDC New Cumberland @ (800) 456-5507
- Carrier will be responsible to the transportation
- Shipping instructions / TCMD requirements identified
- PV responsible for detention charges... direct relationship to the Ocean Carrier
- The Gov't has no liability for late delivery or damage to goods in transit... direct relationship to the Ocean Carrier
- USTRANSCOM carrier contract USC 05' is available @ http://www.sddc.army.mil/public/Doing+Business+with+SDDC



# Foreign Issues

- > Berry Amendment Compliance Required
  - 10 U.S.C. Section 2533a and the provisions of DFARS Clause 252.225.7012. For detailed information, please refer to DFARS 225.7012 and FAR 25.103 or contact the Contracting Officer.
  - Zone III exemption (Contingency Zone)



# Berry Amendment Exception

- DFARS 225.7002-2(f)(1)
  - (f) Acquisitions of food, specialty metals, or hand or measuring tools—(1) In support of contingency operations
    - (1) In support of contingency operations



#### What is an MPA?

- MPAs are agreements between DSCP and manufacturers to set FOB Origin /point of manufacture "pricing" for products used with the Subsistence Prime Vendor program for OCONUS Prime Vendor distributor contracts
  - Product price changes will be no more frequent than monthly
  - Price changes will be effective the first Monday of any given month
- FOB Origin / point of manufacture is a Company's established FOB Point(s)



#### More MPA Info

#### > Who?

- MPAs are available to any manufacturer or private label holder
- Between DSCP and manufacturer or private label holder

#### > Why?

- Allow DSCP & it's customers transparent visibility of the actual FOB Origin product price
- Allow DSCP to focus on distribution pricing in the Subsistence Prime Vendor contracts
- Transparency in product pricing will affect product selection in the future

#### > Where?

- In any contract with the delivered price definition stating FOB Origin / point of manufacturer pricing
- Initial roll-out will be in OCONUS; CONUS plan not yet formulated



#### More MPA Info

#### > When?

- MPA priced products will be used when an MPA is available
- Manufacturers refusing to obtain MPAs for their products "may" have those products excluded from the DOD catalog
- The PV contract dictates when an MPA will be used

#### > How?

- When an MPA priced product is available the DSCP Subsistence Prime Vendor is required to use the MPA priced product
- NAPA discounts do not apply when the MPA price is used in the Subsistence Prime Vendor contract
- The DSCP LSN stock number is used for either the NAPA program or for the MPA, but not both at the same time on the same catalog



## SOW Core Elements

- 5 year total contract period
- Estimated dollar values

	Base	Period (24 Mos)	Optio	on 1 (18 Mos)	Op	tion 2 (18 Mos)	Zone Total
Zone I	\$	42,491,764.26	\$	31,868,823.20	\$	31,868,823.20	\$ 106,229,410.66
Zone II	\$	50,146,777.44	\$	37,610,083.08	\$	37,610,083.08	\$ 125,366,943.60
Zone III	\$	16,838,104.32	\$	12,628,578.29	\$	12,628,578.29	\$ 42,095,260.90
Total	\$	109,476,646.02	\$	82,107,484.57	\$	82,107,484.57	\$ 273,691,615.16

- Guaranteed minimum 15% of the estimated contract total dollar value per contract period
- > Fill Rate min = 97.5%
- Delivery requirements
- Shelf Life requirements
- Product sourcing
- Ramp up
- PV back-up support
- Surge and Sustainment
- Rebates/Discount Language



# SOW Delivery Requirements

- All Land Based customers
  - 48 hours after order placement
- Navy
  - 3-12 days after order placement
  - Primarily Zone II
- T-AFS (Re-Supply ships)
  - No later than 36 days after order placement
- Remote Areas; Offeror will propose lead times
- > FF&V
  - Zone I & II DSCPE BPAs
  - Zone III PV supports

# SOW Shelf Life Requirements

- Annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.
- Freshest product available
  - Within manufacturer's original shelf life period
  - Must be identified with readable "best when used by date," etc. markings, indicating guaranteed freshness
  - Chilled products shall not be frozen by the PV in an attempt to extend shelflife (unless otherwise approved by KO)
- Shelf life > 90 days
  - No product shall be delivered with <30 days manufacturer's original shelflife remaining (unless given approval via customer)
- Shelf life < 90 days</p>
  - No product shall be delivered with <5 days manufacturer's original shelf life remaining (unless given written approval via customer)
- NOT DSCP's policy to grant shelf-life extensions
  - However, may be authorized on a limited case basis



# SOW Product Sourcing

- All product must originate from approved sources
- Berry Amendment Compliance Required
  - Contingency Zone exception
- Offeror expected to provide all items in the Schedule of Items
  - Inability to do so may affect overall rating
  - Some items are brand specific (customer driven)
  - Domestic product preference



# SOW Ramp Up

- Follow-on contract
  - 120 day ramp-up... time-phased transition schedule
  - Incumbent PV will remain principle source of support
- Key milestones (days prior to contract start-up)
  - 60 days: functional catalogs, distribution systems
  - 30 days: in full support of customer... base period begins when first order is placed
  - Gov't reserves the right to phase in customer ordering points



# SOW PV Back-Up Support

- Offerors are required to perform as a potential backup PV.
- The designation to act as a backup to any or all customers in both Zones will be executed by a bilateral modification. The appropriate distribution fees will be negotiated as necessary.
- For ZONE I & ZONE II -- the offeror awarded the contract for Zone I will become a back-up supplier for Zone II and/or the offeror awarded the contract for Zone II will become a back-up supplier for Zone I
- The ZONE I supplier will also serve as a back-up for ZONE III.



# SOW Surge & Sustainment

- CAPABILITY ASSESSMENT PLAN (CAP) -The contractor must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the contractor would require to ramp up.
- The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The readiness capability plan should describe and/or include all aspects of their supply chain management.
- This Readiness Plan should also include a plan of action if SPV facility is damaged or otherwise not able to conduct normal operations.
- Select the document entitled "Subsistence Solicitation SPM300-07-R-0004" on <a href="https://spiders.dla.mil">https://spiders.dla.mil</a>



# SOW Rebate/Discount Language

- Provides transparency to all rebates and discounts
  - Contractor shall employ commercial methods
  - Instructions for identification in Business Proposal
  - PV will provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government, for each item ordered under this contract
  - KO or authorized representative shall have the right to examine & audit (FAR 52.215-2 (a))



## Solicitation Provisions

- FAR 52.212-3: Offeror Representations & Certifications-Commercial Items
  - Offeror Certifications... fill-ins
- Addendum to FAR 52.212-3
  - Additional certifications... fill-ins
    - 252.225-7000 Buy American Act--Balance of Payments Program Certificate
      - As prescribed in 225.1101(1)
      - 225.872-1 lists Qualifying countries
      - 225.502(c)(i)(A) only qualifying country end products are exempt from application of evaluation factor.
    - Place of performance, etc.
  - Additional provisions
- DFARS 252.212-7000: Offeror Representations and Certifications Commercial Items
  - More fill-ins
- There's at least one fill-in in the SOW (Full Food Service Management & Food Preparation)



## SOW Review

- Maximum of three awards, however, Government reserves the right to make one award for all three zones, as necessary to support the zones if it is in the government's best interest
- Options... In addition to the base periods, there will be two 18 month available option periods of which the offeror must agree to accept if invoked at time of proposal.
- Indefinite Quantity Contracts (IQCs)... provide for an indefinite quantity within stated limits, of specific supplies or services to be furnished during a fixed period



## Solicitation Provisions

- Addendum to FAR 52.212-1: Instructions to Offerors - Commercial Items
  - Para (a) thru (k) adds/changes/deletes
    - Period of acceptance of offers: 120 days
  - Additional instructions
    - Proposal preparation
    - Submission requirements



#### Submission Requirements Reference Addendum to 52.212-1

- All information to be submitted in writing
- Technical and Cost or Price Proposals must be prepared separately
- For the offeror's submitting proposals on all zones technical and cost or price information pertaining to each zone should be separately bound, and clearly labeled as to vendor, zone, volume title, and copy number
- A SIGNED and COMPLETED SOLICITATION must accompany the technical and cost or price proposals in its entirety, as well as any amendments, if applicable
- Ensure all clauses that require a response are completed



#### Technical factors

- I. Experience / Past Performance (sub-factors A and B are of equal importance to each other and sub-factors C and D are of equal importance to each other; sub-factors A and B are more important than sub-factors C and D)
  - A. Experience
  - B. Past performance
  - C. Socioeconomic
  - D. AbilityOne support
- II. Distribution System Capability / Quality Assurance (sub-factors are of equal importance)
  - A. Distribution & resources
  - B. Quality control & assurance procedures
  - C. Inspection & sanitation procedures
  - D. Supplier selection procedures
- III. Customer Support (sub-factors are of equal importance)
  - A. Customer service approach
  - B. Ordering system
  - C. Product availability / technical description
- IV. Surge & sustainment
- V. Force protection
- VI. Socioeconomic considerations
- VII. AbilityOne support
- VIII. DLA Mentoring Business Agreement



#### Weighting

- Factor I is more important than II
- Factor II is more important than III
- Factor III is more important than Factor IV
- Factor IV is more important than Factor V
- Factor V is more important than Factors VI, VII and VIII
- Factors VI, VII, and VIII are socioeconomic factors and of equal importance to each other
- For Factor I, sub-factors A and B are of equal importance to each other and subfactors C and D are of equal importance to each other, however, subfactors A and B are more important than factors C and D
- The subfactors listed under Factor II are considered to be of equal importance to each other
- The subfactors listed under Factor III are considered to be of equal importance to each other



- Technical factors significantly more important than cost or price
- Rationale
  - Award must be to a competent supplier capable of meeting the needs of customers by delivering a wide variety of commercial food products through efficient distribution practices and providing the necessary product support and systems integration required by those customers



### Solicitation Provisions

- ➤ FAR 52.212-2: Evaluation commercial items
- > Addendum to FAR 52.212-2
  - Para (a) is hereby expanded to read as follows:
    - However, when proposals become more equal in technical merit, the evaluated cost or price becomes more important.
  - Para (d) added... source selection & evaluation procedures



#### Submission Requirements Reference Addendum to 52.212-1

- Offerors may provide additional technical information that will enhance the proposal
  - Overly elaborate proposals that contain information not pertinent to this acquisition are not desired
  - Failure to provide the information requested may render the proposal unacceptable, and may lead to a rejection of the offer
- The Government reserves the right to verify any information presented in the Technical and Cost or Price Proposals
- The written technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation



- Business (Cost/Price) Proposal factors
  - Aggregate distribution prices
  - Aggregate pricing
    - Total amount of the schedule of items
- Weighting
  - Above evaluation criteria is listed in descending order of importance
  - Even though the aggregate totals will be used as the evaluation factors for the Business (Cost/Price) Proposal, individual line items will be evaluated, and individual outliers will be identified
- Oral presentations will not be conducted
- All timely proposals will undergo a technical and business evaluation
- If discussions are conducted, the Contracting Officer will make a competitive range determination based on the evaluations and submit to the source selection authority for approval

Failure to Provide a Comprehensive Technical, Price or Socio Economic Proposal, may render the Proposal unacceptable and may lead to rejection of the offer.



# SOW Contract Pricing Language

Contract Unit Price = Product Price + Distribution Price

- The contract unit price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government
- Multiple Unit Prices for the same item are not permitted



# SOW Contract Pricing Language

#### Product Price:

- The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the distribution price
- Exception 1: Airfreight transportation charges may be included in the product price when the following conditions apply:
  - (i) The product is listed in category #53-Prime Vendor Fresh Fruits & Vegetables (FF&V) (ZONE III ONLY) and
  - (ii) It is necessary for the product to be flown into the local market of Europe and Central Asia from a foreign country because the local supply is unavailable or insufficient to meet demand requirements.
- Exception 2: A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer

34



# SOW Contract Pricing Language

#### Distribution Price:

- defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, <u>other than</u> the product price
- includes the PV's projected general and administrative expenses, overhead, profit, packaging/marking/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work
- shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments
- excludes DTS Ocean Shipping Costs referenced below

#### SOW

## Prospective Price Redetermination

- General. The product price for non-Manufacturer Pricing Agreements (MPAs) items stated in this contract shall be periodically redetermined.
- Price redetermination periods- no less than 30 days –in increments of 30 days.
- Data submission requirements.
- Price redetermination- negotiation between DSCP and PV
- Contract modifications. Negotiated redetermination of prices shall be evidenced by a bilateral modification to this contract, which is signed by the Contractor and the Contracting Officer.
- Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period by the last Friday of the month, the Contracting Officer shall make the determination whether to delete the item(s) from the catalog.
- Price Reduction. Notwithstanding the above, DSCP will accept contractor-offered price reductions at any time.



# Pricing

Line Item	Stock Number	Item Description	U/I	Estimated 2 Year Quantity	Comm Inv Y/N	Specif. Unit Match Y/N	Invoice or Quote I/Q	UOM
1	8905-01-E09-0458	BEEF, CUBED STEAK, FZN, TENDERIZED, 4-6 OZ EA, 53 LB/CS,	LB	11,220	Υ	Υ	_	cs

Invoice / Quote UOM Delvd \$	UOM	Distrib. Price Category #	UOM Base Distr. Price	UOM Option 1 Distr. % Change	UOM Option 1 Distr. Price	UOM Option 2 Distr. % Change	UOM Option 2 Distr. Price
\$ 40.00	53	2	\$ 4.50	5.00%	\$ 4.73	5.00%	\$ 4.96



# Pricing

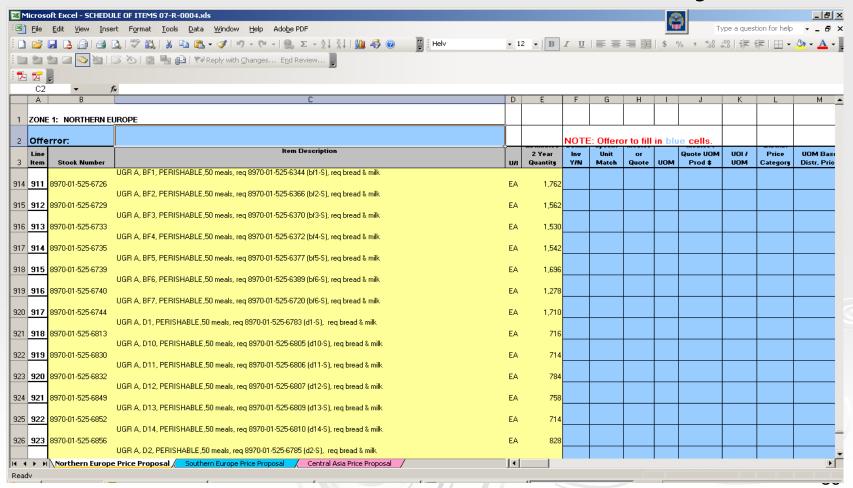
UOI Base Dist. Price (DIP)	UOI Prod. Price	UOI Base Unit Price	Base Period Dist. Price (DIP) Total	Base Period \$ Total
\$0.09	\$.75	\$.84	\$1,009.80	\$9,424.80

Qualifications									
LSN	Item Descr.	Pkg Size	Units per Purch Pack						



### Pricing Schedule of Items

#### Zone I GFM items – Distribution Fees only





Quote Sample

ddress Information

etter Head

O: Mr. Prime Vendor 123 John Doe St City, St Zip

3) Date of quote

Subject: Quote Requirements for SPM300-07-R-0004

In response to your RFQ for

NAPA gin produ DESCRIPTION SKU BRAND UOM NAPA PRICE CORN DOG, FZN, WRAPPED FRANKFURTER, 48/4 OZ EA/CS/AMERICAN BOUNTY/SARA LEE (8940-01-F60-2499) CORN DOG, FZN, CHICKEN FRANKFURTER, W/SKEWER, 894001E950070 5488 4 OZ E, 48/CC)\* State Fair PORK BIDE CONCOURS / ET DIN CTA OUIS (4) Item # indicated from the TYLI (5) Description matches N WHEELS Bryan LB \$0.02 Schedule of items BEEF I schedule of Items Hillshire LB \$0.02 TURKEY THIGH ROAST, RAW, FZN, NETTED, OVAL SHAPE, 8 LB AVG/SARA LEE 43218 Sara Lee LB \$0.02 TURKEY BREAST, BNLS, CKD, FZN, SKIN ON, WHOLE 890501E603680 13605 MUSCLE 2/8 LB PG (16 LB AVG)/SARA LEE Sara Lee HAM, BNLS, CKD, FZN, BUFFET STYLE, SMOKED, 9-13 LB 890501E950088 AVG, 2/CS/BRYAN FARMS/JDEAN 12999 Bryan LB \$0.02 HAM, BNLS, CKD, FZN, PIT STYLE, SMOKED, 11-19 LB AVG, 890501E950089 2/CASE/BRYAN FARNS 12170 LB Bryan \$0.02 PORK ROAST, BNLS, FULLY CKD, FZN, SEASONED, 15 LB 890501E950195 13163 Hillshire LB \$0.02 SAUSAGE, BREAKFAST PATTIES, CKD, FZN, PORK, Jimmy 890501E950018 SEASONED, 84/1.9 OZ EA (10 LB CS) SARA LEE/J DEAN 13604 CS SAUSAGE, TURKEY, LINKS, PRECKD, FZN, 234/0.67 OZ Jimmy 890501E950020 13693 EA/CS (10 LB CS)/JIMMY DEAN Dean CS \$0.20 PIE, APPLE, LATTICE, FZN, PREBAKED, 6/10 IN DIA PER Chef 892001E590222 CASE, SARA LEE/CHEF PIERRE 7126 Pierre CS \$0.25 Chef PIE, CHERRY, LATTICE, FZN, PREBAKED, 6/10 IN DIA PER CASE, SARA LEE/CHEF PIERRE 7127 Pierre CS PIE, PUMPKIN, FZN, PREBAKED, 6/43 OZ EA, 10 IN DIA, Chef SARA LEE/CHEF PIERRE 9281 9281 CS \$0.25 PIE, PECAN, FZN, SOUTHERN STYLE, 10 IN DIA, 6/36 OZ EA, Chef SARA LEE/CHEF PIERRE 9273

CS

CS

\$0.25

Pierre

Chef

Pierre

Sara Lee

Sara Lee

We ensure that we will be able to support the quantities outlined in the RFQ

Delivery term: FOR Origin / Point of Manufacturer (Loaded on container / Truck at manufacturer's facility).

PIE, SWEET POTATO, FZN, PREBAKED, 10 IN DIA, 6/40 OZ

CAKE, CLASSIC CHEESE CAKE, FZN, 2/CS, SARA LEE 8117

EA PER CASE, SARA LEE/CHEF PIERRE 9267

CAKE, CARROT, FZN, LAYER, W/CREAM CHEESE ICING 892001E606552 AND WALNUTS, 9 IN, 2/CS, SARA LEE 8022

Payment terms: Net 30 days

892001E598702

Sincerely,

(7) Prompt payment Terms

Manufacturer POC Information John Smith ohn.smith@xyzfoodservice.com hone #



## Remember To:



- Request attachments from Contracting Officer, and use the provided spreadsheets for submission of pricing information
- > Fill in, and sign SF 1449 as required
- Sign, and return any/all amendments
- Return one completed copy of the solicitation per zone
- Prepare and return six copies of the Technical Proposal, and two copies of the Price Proposal per zone
- Submit the Price Proposal on the formatted spreadsheets (attachment 1) in accordance with the instructions in the solicitation, and submit hard copies, as well as a copy on CD



### Remember To:



- Submit manufacturer's invoices for every item listed in the Schedule of Items
  - NOTE: a manufacturer's quote is acceptable, but an invoice is preferable. The invoice submitted must be dated within thirty (30) days of the solicitation issue date
  - Refer to solicitation for actual requirements
- ➤ Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers. Warehouses functioning as backups should be designated as such
- > Check for accuracy on Business Proposal
- Submit a Subcontracting Plan if your firm is a large, domestic business
- > Submit best offer



# Acquisition POCs

- Sue Bonanno, Program Manager
  - (215)737-7542
  - assunta.bonanno@dla.mil
- > Tina Frederico, Contracting Officer
  - (215)737-4545
  - tina.frederico@dla.mil
- Teresa Jiménez, Acquisition Specialist
  - (215)737-3629
  - teresa.jimenez@dla.mil
- > Fax: (215)737-4356





## Questions & Answers

