

ISSUE DATE: 6/09/04

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of this solicitation numbered: FNS-04-107LLH

TITLE: Food Stamp Program Store Visit Contract.

Your proposal must be received, by the Contracting Officer, **no later than 3:00pm** Eastern Standard Time,

ON: 7/13/04

AT: U.S.D.A. Food and Nutrition Service
Contract Management Branch, Room 228
Attn: Leonard J. Green
3101 Park Center Drive
Alexandria, VA 22302

Telegraphic proposals or proposals sent by Facsimile transmission are not acceptable and, if submitted, will be rejected without consideration. Your proposal must be prepared in accordance with the instructions provided in Section "L" of the solicitation entitled "Instructions, to Offerors Competitive Acquisitions."

Your proposal must be signed by an official authorized to contractually bind your organization. It must stipulate that it is predicated upon all the terms and conditions of the solicitation [unless] you are taking exception to any portion of the solicitation. If you take exception to any portion of the solicitation you must clearly identify the affected portion and mark your proposal accordingly. In addition, your proposal shall contain a statement, to the effect, that it is firm for a period of at least 120 calendar days from the date set for receipt of proposals.

Please be advised that this solicitation **does not** commit the Government to pay any cost associated with the preparation and submission of a proposal. Be further advised that the Contracting Officer is the **only** person who can legally commit the Government to the expenditure of public funds in connection with this procurement.

The following key information is provided to assist you in preparation of your proposal:

- A. Estimated period of performance: Sixty Months (60) from effective date of the contract. This includes a twelve (12) month base award period and four twelve (12) month option periods.
- B. Anticipated contract type: Indefinite Delivery-Indefinite Quantity (IDIQ) with Fixed Price ordering units.
- C. Required number of proposals to be submitted:

- Technical: Original and eight copies
 - Business: Original and eight copies

In addition to the requirement to submit eight copies of the technical and cost proposals, offerors are required to submit a complete copy of the technical and cost proposal on a 3.5" diskette, noting which software program was used and version (i.e. Microsoft Word). (See Clause L-10 of the solicitation document).

A total of 10 copies of the Past Performance information required in Section L, is requested to be submitted no later than fourteen (14) Calendar days prior to the closing date of this solicitation.

Quantity Variance Consideration - Offerors should pay special attention to the requirements for preparing pricing proposal which require the submission of three separate unit prices (prices per visit) for new authorization and reauthorization visits for each contract year. FNS has structured the pricing so that in the event that the actual number of visits ordered in a contract year is significantly (over 30%) less than or greater than the estimated for that year, the Government will pay a premium price or receive a price savings, respectively. **(Ref. Section L-15)**

- D. **PARTIAL SMALL BUSINESS SET ASIDE** - The following regions are 100% Set-Aside for Small Business Concerns, **Northeast Region, Mid-Atlantic Region, Mid-West Region, Southwest Region, and Western Region.** Offers submitted for this Region by other than small business will not be considered. The North American Industry Classification System (NAICS) Code applicable to this set aside is 561990 and the small business size standard or criteria is \$6.0 Million.

52.219.7 Notice of Partial Small Business Set-Aside
(see section I-13)

AGAR 452.219-70 - Size Standard and NAICS Code
Information (see section L-11)

- E. **The Southeast Region is Set Aside for Hubzone Small Business Concerns.** The following clause is applicable to the Southeast Region -

52-219-3, Notice of Total HubZone Set Aside (see section I-15)

- F. **FULL AND OPEN COMPETITION - The Mountain Plan Region** is solicited for full and Open Competition.

The following clauses are applicable to the Mountain Plans Region.

52-244-2, Subcontracts (see section I.10)

SMALL DISADVANTAGED BUSINESS PRICE PREFERENCE EVALUATION CREDIT - This solicitation contains provisions and clauses required under the new Small Disadvantaged Business (SDB) Reform. If you are a small disadvantaged business proposing as a prime contractor you must be certified as such by the Small Business Administration (SBA) or have submitted completed application (See K-12 Small Disadvantage Business Status). Moreover, there are special provisions and clauses for SDB's to obtain a price preference or waive the preference for technical evaluation credits. This information is also important to other that business concerns because there is a an evaluation factor for SDB participation which will be assessed against all offers, except SDB concerns that take the price preference. Please pay special attention to the following provisions and clauses contained herein:

52-219-25, Small Disadvantaged Business Participation Program-Disadvantage and Reporting (see Section I-14)

52-219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, (see Section L-16)

HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) PRICE PREFERENCE EVALUATION CREDIT - This solicitation contains provisions and clauses required under the Hubzone Act of 1997 (15 u.s.c. 631) (a) Status as a qualified Hubzone small business concern is determined by the Small Business Administration (SBA) in accordance with 13 CFR Part 126. (b) If the SBA determined that a concern is a qualified Hubzone small business concern, it will issue a certification to that effect and will add the concern to the list of Qualified Hubzone small Business concerns on its Internet website at <http://www.sba.gov/hubzone>. A firm on the list is eligible for Hubzone program preferences without regard to the place of performance. The concern must appear on the list to be a Hubzone small business concern. A joint venture (see FAR 19.101) may be considered a Hubzone small businesses if the business entity meets all the criteria in 13 CFR 126.616. Moreover, there are special provisions and clauses for HUBZone's to obtain a price preference.

52-219-4, Notice of Price Evaluation Preference for
HUBZone Small Business Concerns (see section L-
17)

***SEE ATTACHMENT "B" FOR A LIST OF STATES THAT FALL UNDER EACH REGIONAL OFFICE**

Requests for any information concerning this solicitation are to be referred to the attention of Laura Hinshaw, Contract Specialist, at 703-305-1532.

Sincerely,

Leonard J. Green
Contracting Officer

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

FNS-04-107LLH

SEALED BID (IFB)
 NEGOTIATED (RFP)

JUN 7 2004

FS04147

7. ISSUED BY

CODE

8. ADDRESS OFFER TO (If other than Item 7)

USDA, Food and Nutrition Service
Contract Management Branch, Room 228

3101 Park Center Dr., Alexandria, VA 22302

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 3:00^{PM} local time 7/13/04

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

B. TELEPHONE (NO COLLECT CALLS)

C. E-MAIL ADDRESS

Laura Hinshaw

AREA CODE NUMBER EXT.
703 305-1532

laura.hinshaw@fns.usda.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
--	---	---	--

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER

AREA CODE	NUMBER	EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)) 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SCHEDULE OF ITEMS

Food Stamp Program Store Visit Contract

This is a indefinite delivery - indefinite quantity contract with fixed price ordering units (visits).

NOTE: TO DETERMINE WHICH UNIT PRICE APPLIES (ALTERNATE 1, 2, OR 3), SEE CLAUSE H.6, QUANTITY VARIANCE CONSIDERATION.

**ALT 1 = ACTUAL # OF VISITS ORDERED IS WITHIN 30% (PLUS OR MINUS) ESTIMATED # OF VISITS
 ALT 2 = ACTUAL # OF VISITS ORDERED IS MORE THAN 130% OF ESTIMATED # OF VISITS
 ALT 3 = ACTUAL # OF VISITS ORDERED IS LESS THAN 70% OF ESTIMATED # OF VISITS**

STORE VISIT PRICE CHART

SUPPLIES/SERVICES	ESTIMATED NO. OF VISITS	MINIMUM TOTAL VISITS	MAXIMUM TOTAL VISITS	PRICE PER VISIT ALT. 1	PRICE PER VISIT ALT. 2	PRICE PER VISIT ALT. 3	ESTIMATED TOTAL PRICE****
Base Year							
(*AWARD DATE)							
Part A, New Auth.	**	**	**	***	***	***	***
Part B, Reauth.	**			***	***	***	***
Option Year 1							
(9/30/05-9/29/06)							
Part A, New Auth.	**	**	**	***	***	***	***
Part B, Reauth.	**			***	***	***	***
Option Year 2							
(9/30/06-9/29/07)							
Part A, New Auth.	**	**	**	***	***	***	***
Part B, Reauth.	**			***	***	***	***

SUPPLIES/SERVICES	ESTIMATED NO. OF VISITS	MINIMUM TOTAL VISITS	MAXIMUM TOTAL VISITS	PRICE PER VISIT ALT. 1	PRICE PER VISIT ALT. 2	PRICE PER VISIT ALT. 3	TOTAL ESTIMATED PRICE*
Option Year 3							
(9/30/07-9/29/08)							
Part A, New Auth.	**	**	**	***	***	***	***
Part B, Reauth.	**			***	***	***	***
Option Year 4							
(9/30/08-9/29/09)							
Part A, New Auth.	**	**	**	***	***	***	***
Part B, Reauth.	**			***	***	***	***

* ALL DATES ARE BASED ON AN ESTIMATED 9/30/04 DATE OF AWARD AND WILL BE FINALIZED ON ACTUAL DATE OF AWARD

** SEE ATTACHED REGIONAL PLANS

*** TO BE FILLED IN AT TIME OF AWARD

**** ESTIMATED TOTAL PRICE = PRICE PER VISIT ALT. 1 X ESTIMATED # OF VISITS

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C-1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work:

FOOD STAMP PROGRAM STORE VISIT CONTRACT**BACKGROUND**

The Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) is the Federal agency responsible for the Food Stamp Program (FSP). The FSP provides needy households with food stamp benefits to purchase food in selected retail food stores, namely those that are authorized by FNS to participate in the FSP and accept food stamp benefits from households in exchange for food.

Currently, retailers interested in participating in the FSP submit applications to local FNS Field Offices within one of FNS' seven regions. **Attachment A** provides a listing of the seven regions including the States and territories in each region and also identifies the location of the Field Offices within each region. Nationally, the FSP is administered through the Deputy Administrator, FSP, located in Alexandria, Virginia.

Part of FNS' responsibility is to accept applications from retail food stores that wish to participate in the FSP, to review the applications in order to determine whether or not the store meets eligibility requirements, and to make a decision whether to grant or deny initial or continued authorization to the store to accept food stamp benefits from households.

Nationally there are approximately 142,000 retailers authorized to participate in the FSP. Each year an estimated 15 percent of the authorized retailers are subject to the reauthorization process - that is, their continued eligibility for participation is assessed. It is estimated that 18,000 new applications are received annually.

Retailer Eligibility:

The determination of eligibility can be complex because stores that meet eligibility requirements do not need to be supermarkets or full-line grocery stores; a wide variety of stores are potentially eligible, including for example, convenience stores, combination gas station/convenient stores, and specialty stores.

The essential characteristic of eligible stores is that they are in the business of selling food for home preparation and consumption (Public Law 103-225 dated 3/25/94). Potentially eligible stores must either:

- (A) offer for sale on a continuous basis, a variety of staple foods in each of four categories: (1) meat, poultry, or fish; (2) bread or cereals; (3) vegetables or fruits; and (4) dairy products, with perishable staple foods in at least two of the categories; or
- (B) have over 50 percent of their total gross sales in staple foods.

Site Visit Confirmation:

When a store applies for authorization or reauthorization to accept food stamp benefits, it provides a self-declaration of the type of store it is, its sales information, and other information. For many authorization decisions, confirmation of applicant-supplied information through a visit to the store site is critically important for an accurate determination of eligibility. For example, site visits have been found to be useful in not only verifying whether food is present, but also whether food is present in such small quantities or present only in particular types of food so that it is questionable whether the store is truly in the business of selling an ample variety of staple food for home preparation and consumption. In addition, on occasion, some applications have proved to be overtly fraudulent. For example, when visits are made to applicant stores, FNS has found in a limited number of cases that the store is a phantom, with no food business conducted at the applicant address.

FNS' first line of defense against program fraud and abuse is to withhold authorization to participate in the FSP from applicants who are not in the business of selling food for home preparation and consumption. This is why it is so important to make in-person visits and confirm data on retailer applications.

For many years FNS sent its own staff to every food store applying for new or continued authorization to participate in the FSP. However, in the several years prior to Fiscal Year (FY) 1997 when contracted visits began, FNS was unable to receive the staffing and travel resources to continue visiting every applicant store. Almost certainly as a result, there have been increasing instances in which stores which do not stock an ample variety of staple foods have been authorized, or have gone out of business without authorization being withdrawn.

The absence of in-person visits to food retailers prior to authorization is widely perceived as exposing the FSP to potential fraud or abuse. To remedy this vulnerability, beginning in FY 1997, the Agriculture Appropriations Act has included funding for FNS to obtain contractor assistance in conducting visits to a substantial subset of food retailers.

PURPOSE AND OVERVIEW OF THIS PROCUREMENT

The purpose of this procurement is to supplement FNS' ability to visit food stores for the purpose of confirming that the stores are eligible for authorization according to the law and the regulations, i.e., that the stores are in the business of selling an ample variety of staple food for home preparation and consumption. The objective is to procure documented observations -- such as photographs of a store's food sections, a checklist bearing on store appearance and food stock, and a sketch of the store layout -- so that FNS staff may evaluate them to confirm applicant supplied information. These materials are to be gathered by the contractor based on store visit orders issued by the FNS Regional Offices or Field Offices. Observations are to be conducted at stores that are new applicants as well as stores that are being considered for reauthorization (i.e., continued participation in the FSP). Either type of visit may be necessary for evaluating the eligibility of a store or for compliance purposes.

It is important to stress that on-site observation is the only function being contracted. The interpretation of contractor supplied material in order to determine eligibility and the subsequent decision to authorize, reauthorize, deny or withdraw authorization to an applicant store are inherently governmental functions and remain the sole province of FNS staff. In most cases, the applying retailer will have been told, either orally or in writing, that the retailer may be visited by either an FNS representative or a representative from a private Contractor acting on behalf of FNS. Efforts will be made to stress to the retailer the general rationale for the on-site visit so as to discourage lengthy conversations regarding the FSP during the visit. The responsibility for an explanation or orientation on the FSP and its rules is the sole responsibility of the FNS Field Office and is not to be undertaken by the Contractor.

Reviewers may be asked to deliver materials, such as information packets and training videos, to certain stores during the period of this contract. If so, a modification will be negotiated to cover any additional costs that may occur.

Key FNS Roles and Responsibilities

In most cases, the Officer in Charge (OIC) (head of Field Office) or designee responsible for retailer eligibility determinations within each Field Office will be responsible for specifying stores to be visited. Also, in most cases, the OIC or designee will be responsible for acceptance of store visit reports (deliverables).

When all deliverables are received and accepted, the OIC will send a Confirmation Letter to the Contractor. The Confirmation Letter, which lists all deliverables accepted and the appropriate payment rates for those deliverables, is required for Contractor invoicing.

The Contracting Officer (CO) is responsible for the administration of the contract and is the only person who is authorized to obligate funds or modify the contract. The Contract Specialist, acts as an assistant to the Contracting Officer and is responsible for general administration of the contract, and may be contacted on matters of a contractual or business nature.

A Contracting Officer's Technical Representative (COTR) will be identified in each Region. The COTR will: (1) oversee the Regional/Field Office training of Contractors, (2) monitor implementation of the Regional Plans, and (3) resolve problems between the Contractor and Field Offices that cannot be resolved at the Field Office level.

A Contracting Officer's Representative (COR), representing the Benefit Redemption Division within FSP Headquarters in Alexandria, Virginia will also be identified. The COR will be responsible for: (1) overall coordination among the Regions and Headquarters, (2) problem resolution between Regions and Contractors that cannot be resolved at the Regional level, (3) maintaining communications with the Contract Specialist and the Contracting Officer, and (4) reviewing and approving invoices submitted by the Contractor.

STATEMENT OF WORK**FOOD STAMP PROGRAM STORE VISIT CONTRACT****I. SCOPE AND QUANTITY OF WORK**

The Contractor shall supply all necessary personnel, material, transportation, and equipment to make on-site, in-person visits to any retail food store specified by FNS within the Region(s) awarded under this contract.

The Regional Plans, as outlined in **Attachment B**, present implementation plans for utilizing Contractor assistance. The Plans are formatted to identify the Field Office territories where it is expected that orders will be placed and an estimated number of visits to be conducted by the Contractor. Estimates are provided for each year of the contract for each of FNS' seven regions.

II. DESCRIPTION OF WORK

The Contractor shall perform the following tasks:

Task 1. TRAINING**Task 1.1. Orientation Training**

Within eight weeks of contract award and prior to conducting any store visits, Contractor staff shall attend a half-day training session at a location to be specified by the COR. The Contractor's key staff and designated Contractor's Liaison are required to attend. Other key Contractor and Subcontractor staff identified during negotiations may also attend the Initial Orientation Training.

Task 1.2. Regional/Field Office Training

Within ten weeks of contract award, FNS shall require a regional training session for contractors new to a region. The designated Contractor's Liaison and key staff (see Task 6) shall attend. It will be a half-day training session conducted by the FNS Region and Field Office staff, at a location to be specified by the Regional COTR, presumably within the metro area of the regional office location (see **Attachment A**). Other appropriate Contractor and Subcontractor staff are encouraged to attend, with the identification of such staff provided in advance to FNS.

Task 1.3. Start-up Training -- Test Phase

Contractors shall be required to participate in an initial test training phase if the contractor is new to field office visits or has technology different from what field offices have had in the past. This training shall involve part or all of the Field Offices in each Region, and shall include tests of 10 10-day visits per Field Office. During or immediately subsequent to the Orientation Training (Task 1.1.), the Contractor shall be provided with the Call Orders for the test visits. During this test phase, the Field Offices will provide feedback to the Contractor on the acceptability of the deliverables.

Task 1.4. On-going Training

Following completion of Tasks 1.1 through 1.3, Contractors shall be responsible for training all staff, including subcontractors and reviewers. Contractors shall provide refresher training, as necessary, and all training of any new hires (subcontractors and reviewers).

Task 1.5. FNS Follow-Up Training

Immediately prior to or at the beginning of each option year of the contract, FNS may determine the need to conduct a follow-up training session. Such training will be held at a location to be determined by the Regional COTR, presumably within the metro area of the regional office location. The Contractor's key staff and designated Contractor's Liaison are required to attend. Other Contractor and Subcontractor staff identified during negotiations may also attend the Follow-Up Training.

Task 1.6. Reviewer Identification

The Contractor shall provide all store review staff with photo Identification cards (IDs) that identify their association with the Prime Contractor (if the staff are employed by subcontractors). The IDs shall be presented to the retailer at the beginning of each store visit. The design of such IDs shall be pre-approved by FNS staff, and copies provided to each Field Office and COTR for the region.

Task 2. PROCEDURES FOR HANDLING CALL ORDERS

The FNS Regional Office and/or one or more Field Offices shall issue Call Orders (visit orders) to the Contractor via electronic file format (e-mail) and/or fax. On rare occasions, corrections to call orders may be issued orally via telephone and will be confirmed in writing via facsimile or electronic file format. The Contractor shall be capable of receiving Call Orders primarily by electronic file format. The Contractor shall also be capable of receiving Call Orders by facsimile in the event FNS

is temporarily unable to submit them electronically and shall provide FNS with a fax number and an e-mail address before or at the time of contract award. Should FNS close or realign a Field Office, stores in its geographic territory (Attachment A-FNS Field Office Directory) will be re-assigned to another Regional or Field Office(s). Such actions are not expected to affect the numbers of visits projected for the territory, but will affect the origination of the Call Orders and the location to which deliverables should be submitted.

Field Offices will group stores by 10-day visits and 30-day visits for Call Orders. 10-day visits and 30-day visits will not be mixed within a Call Order. However, Field Offices may place more than one Call Order per day (see Section I-3). Field Offices will attempt to group stores by geographic location. However, the contractor must recognize groupings may not always be possible, especially in rural and remote areas.

A minimum of one store and a maximum of 30 stores may be included in a Call Order. In addition, a maximum of 10 Call Orders per week will be placed by a Field Office. However, as stated in the Regional Plans, there may be certain time period(s) when no Call Orders will be issued. The Contractor must recognize that Contractor work will depend on flow of work into and within the Field Office (i.e., the number of stores which apply for authorization or are targeted for reauthorization). The Regional Plans (**Attachment B**) provide more specific information on estimated workflow. Work may also be ordered for Field Office territories where estimates are currently not provided, as long as the maximum total visits for the Region is not exceeded. Visits may also be ordered in an area by a Field Office outside of that area, but within the same region.

The day the Call Order is issued will not be counted as a day; day one will begin on the day following the issuance of the Call Order. 30-day Call Orders will not be issued after 12:00pm on Fridays (local Field Office time). 10-day call orders will not be issued on Fridays or on the day before a Federal Holiday.

Timeframes for receipt of deliverables are not subject to negotiation by the OIC or the Contractor. Receipt is defined as being received within the Field Office during the core business hours from 8 AM to 3 PM local time. If the due date falls on a Saturday, Sunday, Federal holiday, or other day that the Field Office is closed, deliverables must be received on the following business day. The date and time that will be used for the receipt of the deliverable will be the "Received" date and time that the FNS file server automatically "stamps" (affixes) to the e-mail message that the contractor sends to notify the Field Office that the deliverable is available for review (*unless the*

Field Office notifies the contractor that the deliverables cannot be accessed).

The Call Order provided by FNS will consist of a Call Order Cover Sheet and a listing of the store(s), including the information outlined in Description of Work, Task 3, that are to be visited. The Cover Sheet will include: name of Contractor; the order date; due date for deliverables to be submitted to FNS; unique Call Order number for the issuing office; the number of store visits included in the order; type of store visits (10-day vs. 30-day). (see **Attachment E**).

Call Orders will include at a minimum, the following information:

- 1) store name;
- 2) street address;
- 3) telephone number; and
- 4) days and hours of operation; ,

For some stores, an FNS-assigned store authorization number may be provided.

The contractor shall accept the Call Orders in Microsoft Word format, and the raw data formatted in a flat file fixed record length. The files will be emailed to the contractor.

The following is the file structure for the data file:

Call Order data file:

File Name = cocover.txt
 File Length = 370 Characters
 File Type = Text
 Record Format = Fixed

Field Description	Character Length
Authorization Type	1
Authorization Number	10
Field Office Name Abbreviation	3
Call Order Number	5
Order Date	10
Due Date	10
Store Name	40
Owner Name	40
Address	30
County	20
City	20
State	2
Zip	5
Phone Number	12

Hours of Operation 1	80
Hours of Operation 2	30
Information	40
Store ID	10
Carriage Return and Line Feed	2

FNS will provide Contractors with the latest information that they have available. Contractors must recognize that this may include incomplete or out-of-date information.

Please note that the Call Order is authorization from FNS to the Contractor to conduct a visit to the store location, to confirm the existence and operation of a food business. Any discrepancies of the store name, or other information from that provided by the Field Office shall be noted on the survey form, and the visit shall proceed the same as it would in the absence of such discrepancies, as described in Task 3.1 through Task 3.6.4.

The Contractor must agree to conduct work in all parts of the defined territory. The Contractor understands that some stores will be located in remote parts of the territory and some stores will be located in high-crime neighborhoods. The Contractor warrants that they are prepared and able to make visits to any store in the specified territory. The Contractor warrants that they are prepared for the possibility of verbal and/or physical threats to staff and have appropriate procedures in place to ensure staff safety when visits are made in remote areas and high-crime neighborhoods. **The Contractor may not refuse to attempt to visit any store specified by FNS.**

Contractor staff may not conduct visits to stores owned or operated by family members or at which family members may be employed. Family member is defined as a grandparent, parent, child, sibling, spouse, or in-law.

Task 3. CONDUCT STORE VISIT

For each store listed in a Call Order the Contractor shall locate the store and make an unannounced visit in person. The visit shall be no earlier than 6:00 a.m. or later than 8:00 p.m. (local prevailing time) as long as there is sufficient light to photograph the exterior of the store. If the store's regular business hours are not within those times, the visit shall be made during a time that the store is stated as being open for business. The visit shall be no earlier than one-half hour after stated opening time or later than one-full hour before stated closing time. On occasion, the Field Office may require that the Contractor conduct the store visit during a specific time period, for example, to visit a bakery within two hours of opening or a

fish market, which is only open on weekends.

The Contractor may, if necessary, call the store on the day of or the day before the visit to confirm the store's hours of operation. The contractor shall not state the purpose of the visit or schedule the visit during the call. If a call is made, the contractor shall document the call (date, time, response) on the Survey Form in the "comments" section."

When conducting a store visit, there are six possible occurrences. Contractor requirements for each type of occurrence are described in Tasks 3.1 through 3.6 below. The six types of occurrences include: 1) store is open for business; 2) store cannot be located; 3) store is out of business; 4) store is not open for business; 5) consent is refused; and, 6) language barrier exists.

Task 3.1. WHEN STORE IS OPEN FOR BUSINESS:

Upon arrival the Contractor shall complete the following subtasks:

Task 3.1.1. Introduction of reviewer

The Contractor shall locate the store owner or the manager on duty(or, if neither of them are available, a supervisor or whichever employee is in charge of the store at that time), the Contractor shall show that person their ID (as required in Task 1.6.) and provide the retailer with a Letter of Introduction (to be provided by FNS to the Contractor) that will explain the purpose of the visit and the FNS Field Office telephone number to call with questions. This letter shall be provided in the native language of the store owner/manager/clerk when available. The letter is to be retained by the retailer. The Contractor shall provide a Store Visit Consent Form (to be provided by FNS to the Contractor) and request that the store owner or manager sign and date it.

The Contractor shall request the name of the current store owner (including spelling, if necessary). The Contractor shall request the date ownership began or length of period of ownership, and note it on the Survey Form. If ownership information is not known by the store personnel on duty, the "Did not know" box on the Survey Form should be marked.

NOTE: The Contractor shall NOT provide advice and/or interpretation of the Food Stamp Program rules or regulations to store personnel. The Contractor shall NOT make an eligibility

decision and shall NOT discuss the probable outcome of the visit with store personnel.

Task 3.1.2. Exterior photograph(s) of storefront/customer entrance

The Contractor shall take color photographs, which will show the following:

The storefront/customer entrance showing the building facing the street with store name visible (if posted) and the secondary customer entrance if applicable. If store merchandise is displayed outside the front of the store, including gas pumps at a gasoline station/convenience type-store, either the exterior photo of the storefront shall show this or a second photo, which shows this shall be taken.

The exterior photo(s) should be taken prior to entering the store when possible. Regardless of whether the exterior photo(s) is taken before or after the interior of the store is covered, an exterior photo(s) is required for all stores visited, including incomplete visits.

See also Task 3.1.3. for discussion of Secondary Customer Entrances.

Task 3.1.3. Complete survey form

If activities have not been terminated as described in Task 3.2. - 3.6. below, upon receipt of the signed consent to proceed, the Contractor shall complete the Survey Form (see **Attachment C**) in accordance with the following instructions:

COMPLETING THE SURVEY FORM

A. General Store Information - Outside the Store

The Contractor shall make initial observations outside of the store. The Contractor shall record and/or verify the following on the survey form:

1. Store Name, Owner Name, Store Phone Number and Physical and Mailing Address Information

Complete information as noted in Tasks 3.1.1 and 3.1.2.

2. Posted Hours of Operation

The Contractor shall list actual posted days and hours of operation, which are generally located on the entrance door to the store, or posted on the window. Sometimes the

days/hours of operation are listed on the sign with the store name or posted inside the store near the door. If no hours/days of operation are seen posted, the appropriate box on the Survey Form shall be checked. The Contractor shall then ask what the operating hours are and note them in the appropriate area of the Survey Form.

3. Description of Location/Area

The Contractor shall indicate the type of location. Examples include: residential, commercial, industrial, and other (strip mall, etc.) The Contractor shall indicate the type of area. Examples include: urban, suburban, and rural. Definitions of these types may be found in the glossary section (**Attachment G**).

4. Secondary Customer Entrance

The Contractor shall indicate whether there are any secondary customer entrances. Secondary customer entrances may be used by retail customers in a wholesale establishment or by carryout customers in a grocery or restaurant. The Contractor may see a secondary entrance while approaching the building. If a public drive exists, the Contractor shall drive around the building to check for any secondary entrances. The Contractor shall stay in his or her vehicle and not put himself or herself in a dangerous position by looking for a hidden entrance. Once inside the store, the Contractor shall check for any secondary customer entrances, which can be seen from the inside of the store.

5. Food Stamp Benefits Accepted Sign Displayed

The Contractor shall indicate on the Survey Form whether or not a Food Stamps or EBT Accepted sign is displayed. There are a large variety of examples for this category. These signs can range from a banner hanging on the outside of the building, crude hand-painted signs in the windows, or roll-up signs with flashing lights, to being incorporated in the same sign with the store name. Occasionally, these signs may be found inside the store on a bulletin board, on a poster on the wall, or on a sign behind the cash register. There is also an official sign from the FNS, which is a small door decal that states "WE ACCEPT FOOD STAMPS". A sign with the State's electronic benefits transfer (EBT) logo may be displayed in lieu of other signs.

6. Description of Store (type of business)

The Contractor shall indicate the type of business on the Survey Form.

Examples include: convenience store, grocery stores, and

specialty stores (bakery, meat/butcher shop, produce stand, farmers' market, natural/health food store, combination store (general stores with food such as K-Mart)).

Other examples include combination stores and retailer/wholesaler (for example, a bakery that wholesales its goods). To determine whether to indicate that a store is a retail/wholesale business, the Contractor shall look for a retail area that is distinct from a wholesale warehouse, with a cash register, advertising, or a separate customer entrance. Copies of promotional flyers on the store's merchandise or photos of promotional displays shall be included per Task 3.1.8.

Definitions of these types can be found in the glossary section (**Attachment G**).

B. General Store Information - Inside the Store

The Contractor shall make the bulk of their observations inside the store. The Contractor shall spend a few minutes at the front end of the store to complete the general store characteristics. The Contractor shall record the following on the Survey Form:

1. Shopping Carts/Baskets Available

The contractor shall note whether shopping carts and baskets are available for customer use, versus there being only bags and boxes available.

2. Number of Cash Registers

All cash registers may not be located at the front of the store. The Contractor should ask how many there are, if in doubt. The Contractor shall check for registers behind Plexiglas walls, which are often difficult to see.

3. Point of Sale (POS) Devices

The Contractor shall indicate on the Survey Form whether or not a store has any POS devices, and if so, how many. These are the small machines in which people can use cards to debit accounts or charge accounts or can be part of the cash register system. POS devices may be used for EBT (electronic benefits transfer) in some areas. The number of POS devices may differ from the number of cash registers. The Contractor should ask how many there are, if in doubt. Contractors shall not count POS devices at gas pumps, car washes or for other outside operations not related to the sale of food items.

4. Optical Scanners

The Contractor shall indicate whether the store has any optical scanners. These are the devices used to scan food product bar codes. It is generally easy to distinguish the presence of optical scanners in a large supermarket, however, these can easily be missed in smaller stores. Smaller stores often have an optical scanner(s), but it may be a small device close to the cash register. The Contractor shall check closely for these devices. The Contractor should ask if there are any, if in doubt. Optical scanners must not be confused with scales.

5. Are Hot Foods Served/Is There a Cold, Prepared Food/Deli Section?

The Contractor shall indicate on the Survey Form if any hot food is served at the store and if so, what type(s). The Contractor shall also indicate if the store has a deli section and/or sells cold, prepared food, and if so, what type(s). Some stores will have a take-out food counter or deli and others may have just a few hot or cold prepared items at the counter, such as hot dogs, pizzas, chicken, sandwiches, salads, etc.

The Contractor shall note in the "Comments" section whether food for sale for home preparation and consumption is stored or displayed with the same food stock used for preparing hot and/or cold foods intended for on-site consumption. This information should be provided on the Survey Form, although these food items are not to be counted on the checklist (see Items Not To Be Counted in Task 3.1.4.), in photographs (see Task 3.1.5) nor in the store sketch (see Task 3.1.7.)

6. Is There a Dining Area?

The Contractor shall indicate whether or not the store has a dining area on the Survey Form and, if so, note what type. The types of dining areas encountered will vary greatly. There may be just one table and a few chairs available for customers to use while consuming food or beverages for sale in the store, a stand-up counter, a fast food area with booths, or a restaurant-type dining area.

C. Completing the Remainder of the Survey Form

The Contractor shall note the general characteristics of the store as they move about to begin the food inventory. Most items are self explanatory, but listed below are some that require specific explanation.

1. Non-Food Stock and Services - The Contractor shall note

in the "Comments" section, other items carried in significant quantities that are not on the form.

- (a) **Auto Parts** - The Contractor shall indicate that a store has auto parts when the store has more than a few quarts of oil. The Contractor shall look for oil filters, spark plugs, air filters, etc.
 - (b) **Hardware** - The Contractor shall indicate that a store has hardware only if there are more than a few household items (e.g., rolls of duct tape and picture hangers). The Contractor shall look for small hand tools, nails, screws, sandpaper, paint, etc.
 - (c) **Clothing** - The Contractor shall indicate that the store has clothing only if the store has more articles of clothing than just a few T-shirts, hats or pantyhose.
 - (d) **Gift Items** - The Contractor shall indicate whether the store has gift items such as teapots, books, audio tapes, CD's, cookware, decorative home items, paintings, and candles.
 - (e) **Videos/DVDs/games** - The Contractor shall indicate whether or not the store has videos, DVDs or games. This includes both rental and those available for sale. The Contractor shall not include blank videos or DVDs for recording in this category.
 - (f) **Pharmacy** - The Contractor shall indicate that a pharmacy is present only when there is a pharmacist who works on the premises dispensing prescription drugs.
- 2. Store Conditions** - The Contractor shall check all that apply.

Dirty/Unsanitary, Dusty/Faded Labels

Some stores will be obviously dirty. Sometimes at first glance, things look neat and tidy. However, the Contractor may find canned and packaged items that are covered with dust, as if they have been sitting in the same spot for a long time.

Empty/Moldy/Broken Coolers

The Contractor shall note observations of coolers that have mold growing or coolers that are broken, or just empty in the "Comments" section.

Empty Shelves

The Contractor shall indicate whether there are any empty shelves. The Contractor shall indicate if the shelves are entirely empty, or if food items have been pushed to the front of the shelf and the space behind them is empty. The Contractor shall note any variances in the "Comments" section.

Salvage Goods

The Contractor shall note whether the store has any salvage goods (food items). Salvage goods may be items marked for clearance in some stores. They will be found in a grocery cart or displayed in some other manner. Often the cans/packages are dented, crushed, or sample sized. Some stores only carry salvage goods, and these store types will be readily identifiable. The Contractor shall note observations of salvage goods in the "Comments" section.

3. Other Comments

The Contractor shall include any noteworthy observations in writing in the "Comments" section of the Survey Form. There is no precise definition for this section, but in addition to elaborating on other areas of the Survey Form, the Contractor could include such things as: (1) No customers, or (2) Store very busy.

4. Survey Certification

The Contractor reviewers shall print his/her name, and sign the Survey Form. The date and time of the visit shall also be provided. If a revisit to the store needs to be made per Task 4.6., or a second attempt is made if the store was closed on the first attempt, per Task 3.4., both the first and second dates and times should be provided.

Task 3.1.4. Complete checklist

The Contractor shall complete the Checklist (**Attachment D**) in accordance with the following instructions:

COMPLETING THE CHECKLIST

The Contractor shall document observations of foods belonging to the four staple food categories. General instructions and examples of food items for each category

are listed below.

A. GENERAL INFORMATION: COUNTING UNITS

For each type of food observed in the store, the reviewer shall record in the appropriate column of the checklist: 1) a count of the number of units of each food item, and 2) if any of those items are perishable foods.

1 - 5 Units: The Contractor shall note the ACTUAL number of units found, or

6 - 20 Units: The Contractor shall put a check mark in the column under this heading, or

> 20 Units: The Contractor shall put a check mark in the column under this heading.

** A UNIT is counted "as sold as". A six pack of juice is counted as one unit, not six; unless sold individually.

A unit is determined by the manner in which items are marketed and sold. In well-stocked stores, there may be many items with more than 20 units. It is not necessary to count every item. For example, if a store obviously has more than 20 units of a particular type of item, the column for that item can simply be marked without determining an actual count.

It is important to remember: (1) Different sizes are not different varieties; and (2) Variety is not multiple brands.

A store that has a national brand and a store brand of a particular food type has only (one) 1 variety of that food type.

Counting Perishable (F/F/R) Items

The Contractor shall indicate if there are any perishables for any row in each category on the checklist for which quantities are noted. Perishables are:

- 1) Fresh Foods (F) that could spoil or suffer significant deterioration in quality within two to three weeks,
- 2) Frozen Foods (F), or 3) Refrigerated Foods (R).

It is suggested that the review of the staple food stock begin by counting the perishable items in each food group first. Once it has been determined that any one food type has more than 20 units, there is no need to count any more items of that food type.

Example: If a store has 20 loaves each of fresh white and whole wheat bread, and 5 loaves of frozen rye bread, the

Contractor shall indicate that the store has greater than 20 units of Loaf Bread, and check the F/F/R column.

B. EXAMPLES OF FOODS BY STAPLE FOOD CATEGORY

BREAD/CEREALS CATEGORY:

Breads/Buns/Rolls (Fresh): The Contractor shall include all types of packaged breads, hot dog/hamburger buns, sub/hoagie buns, dinner rolls, muffins, etc.

Tortillas/Pitas: The Contractor shall include all flat breads, which are usually found in the same section as the breads listed above, and tortillas, which are usually found in the refrigerated section.

Breads (Refrigerated): The Contractor shall include biscuits in a can, crescent rolls, English muffins, bread sticks, pie crusts, etc.

Breads (Frozen): The Contractor shall include packaged loaves to be baked, bagels, garlic breads, dinner rolls, etc.

Cereals (Hot/Cold): The Contractor shall include all varieties, boxed, bagged, instant, flakes, oatmeal, cream of wheat, etc.

Pastas: The Contractor shall include all varieties of noodles, spaghetti, rigatoni, lasagna, macaroni, etc., and other pastas. The Contractor shall also include combination items whose primary ingredient is pasta, such as macaroni and cheese, and hamburger/tuna helpers.

Rices: The Contractor shall include all varieties, boxed and bagged mixes (rice-a-roni, etc/), white, brown, wild, specialty rice, etc.

Flour/Grits/Corn Meal: The Contractor shall include all varieties. Flours could include white, wheat, buckwheat, bran, etc.

Crackers/Stuffing Mixes: The Contractor shall include all types of crackers; i.e., saltines, snack, soup, oyster, party crackers, etc. Stuffing mixes may be boxed or in bags.

Infant Cereals: The Contractor shall include all varieties.

Infant cereals are usually boxed and are available in only a few varieties; i.e., rice, rice & banana, etc.

NOTE: Breads marketed as animal feed are not considered food for human consumption and should not be included.

DAIRY PRODUCTS CATEGORY:

Milks (Fresh): The Contractor shall include all types; i.e., whole, low fat, skim, white, chocolate, buttermilk, goat's milk, kosher milks, Smilks (these are fruit flavored milks). NOTE: Rice and soy milks, and cream of coconut are NOT dairy products.

Milk (Canned/Powdered): The Contractor shall include evaporated milks, condensed milks, and powdered milk.

Cheeses: The Contractor shall include all types; i.e., block, sliced, grated, shredded, processed, American, Colby, Swiss, Velveeta, etc. Cheeses can be packaged or sold by the pound, as found in a deli.

Cottage Cheeses/Cream Cheeses: The Contractor shall include all varieties; large and small curd, low fat, cream cheeses that are flavored, and spreadable cheeses.

Butter/Margarine: The Contractor shall include quarters, pounds, and tubs.

Yogurt (Fresh): The Contractor shall include all flavors, singles, pints, and quarts.

Infant Formula: The Contractor shall include canned and powdered infant formula which is animal-based, rather than plant-based.

MEAT/POULTRY/FISH CATEGORY:

Eggs (fresh): The Contractor shall include eggs in a carton, brown, white, and egg substitutes.

Fresh Meats/Poultry: The Contractor shall include both fresh meat and poultry as found at a meat counter to be packaged by customer request, and fresh meats and poultry that are ready wrapped in a variety of cuts and types such as hamburger, steaks, pork chops, lamb, sausage, fryer chicken, stew meats, etc.
The Contractor shall note if "Meat Bundles" are offered.

These are special bulk or family-sized packages for a discounted price. For example, a BEEF BUNDLE may include, 10 lbs. of ground beef, 10 cube steaks, and 5 lbs. of stew meat for one price. There are also chicken and pork bundles, as well as variety bundles. The promotion of meat specials or bundles shall be noted on the Survey Form, and copies of any advertising flyers promoting such specials shall be included with the deliverable, per Task 3.1.8.

Meat/Poultry (Frozen): The Contractor shall include all varieties of frozen meats and poultry. Examples include ground beef, hamburger patties, fried chicken, family pack Salisbury steak, Bratwurst, sausages, etc.

Meat (Processed/Packaged): The Contractor shall include all packaged sandwich meats (bologna, olive loaf, ham, pickle loaf etc.), hot dogs, sausages.

Deli Meats: The Contractor shall include all varieties of deli meats, both those sliced upon request and those that are already sliced and sold by the pound. Deli meats can include bologna, turkey, salami, ham, chicken, roast beef, olive loaf, etc.

Meat/Poultry Canned: The Contractor shall include all varieties of canned meat and poultry. Examples include Spam, Vienna sausages, chunk chicken and ham, ham roasts, Treet, meat spreads, potted meats, etc.

Fish/Seafood (Fresh): The Contractor shall include all varieties of fresh fish and seafood including fish and seafood that is packaged upon customer request or pre-wrapped.

Fish/Seafood (Frozen): The Contractor shall include all varieties of frozen breaded fishes, fish sticks, frozen filets, shrimp, etc.

Fish/Seafood (Canned): The Contractor shall include all varieties of canned fish and seafood. Examples include tuna, salmon, mackerel, oysters, shrimps, clams, sardines, herring, etc.

FRUITS/VEGETABLES CATEGORY:

Fresh Fruits: The Contractor shall include all varieties of fresh fruits. Common examples include apples, bananas, oranges, peaches, pears, etc. Some fruits will be packaged, some loose, and some may be seasonal items.

Frozen Fruits: The Contractor shall include all varieties of frozen fruits such as strawberries, blueberries, mixed fruits, etc.

Canned Fruits: The Contractor shall include all varieties of canned fruits. Common types include fruit cocktail, peaches, pears, mandarin oranges, pineapple (sliced, chunks, crushed), applesauce, etc.

100% Juice (Fresh): The Contractor shall include all varieties of fresh juice, such as orange juice, apple juice, and grape juice. The 100% juice mark must be on the container for the item to count as juice. These juices are usually found in the refrigerated section and may be packaged in plastic containers like milk. Juice drinks such as Fruitopias, Five-Alive, Sunny Delight, and anything ending in "ade" are not 100% juices and shall not be included.

100% Juice (Frozen): The Contractor shall include all varieties of frozen 100% juice. The 100% juice mark must be found on the container for the item to count as juice. Fruit or juice drinks as defined above are not to be counted.

Dried Fruits: The Contractor shall include all varieties of dried fruits, such as raisins, prunes, apples, apricots, figs, dates, etc.

Fresh Vegetables: The Contractor shall include all varieties of fresh vegetables. Common examples include, potatoes, tomatoes, onions, lettuce, carrots. NOTE: "Deer Feed" vegetables are not considered food for human consumption, and shall not be included.

Frozen Vegetables: The Contractor shall include all varieties of frozen vegetables, such as green beans, corn, mixed vegetables, peas, potatoes, etc.

Canned Vegetables: The Contractor shall include all varieties of canned vegetables, such as mixed vegetables, green beans, peas, sauerkraut, all beans (baked, navy, kidney, etc.), corn, potatoes, tomatoes of all types (stewed, paste, sauces, whole, spaghetti sauces), etc.

100% Juice (Canned/Bottled): The Contractor shall include all varieties of canned and bottled juice. The 100% juice mark must be found on the container for the item to count as juice. Examples include tomato, carrot, and V-8. Hi-C is not 100% juice, nor is Gatorade. Items that say beverage or

drink generally are not 100% juice.

Dried Vegetables: The Contractor shall include all varieties of dried vegetables. Examples include beans, peas, boxed potatoes, etc.

Infant Fruits/Vegetables: The Contractor shall include all varieties of infant fruits and vegetables marketed for young children. Do not include fruit cobblers, etc.

Infant Juice: The Contractor shall include all varieties of 100% juice marketed for young children. The 100% juice mark must be found on the container for the item to count as juice. Fruit or juice drinks as defined above are not to be included.

Infant Formula: The Contractor shall include canned and powdered infant formula, which is plant-based, such as made from soy beans.

COMBINATION FOODS/MULTI-INGREDIENT ITEMS

The Contractor shall include combination foods such as pot-pies, pasta, pizza, canned chili, and soups in the category which represents the main ingredient of the food item. A combination food should be counted as a unit of the food item that represents the primary, or most common, ingredient. This can be determined by checking the ingredients label. However, TV dinners that have two or more separate staple food servings that include meat, poultry or fish should be counted as meat, poultry or fish. Vegetarian TV dinners should be counted as the main vegetable staple food. If the main ingredient is not listed on the checklist, the Contractor shall write-in the item of combination food in the blank spaces provided on the Checklist.

Hot and Ready-to-Heat Foods

Hot foods and foods marketed to be heated or eaten in the store should not be counted on the Checklist. Hot foods may include such items as pizza, hot dogs, and chicken.

Cold, Prepared Foods

Cold, prepared foods not intended to be heated or eaten on the premises should not be counted as staple foods, as they are not intended for home preparation and consumption. Examples include: prepared sandwiches and salads.

OTHER STAPLE FOODS

The Contractor shall also include "other staple foods", defined as items that are not specifically listed on the Checklist, but are types of staple foods which may be found in retail stores.

ITEMS NOT TO BE COUNTED

There are certain food items found in retail food stores that are not to be counted on the checklist. Some are accessory foods that are eligible foods that FNS does not consider when deciding if a store is eligible. Other examples include items for employee personal use and items used for producing an item for sale (such as flour used to make bread). Such items should NOT be included in the photographs or on the sketch.

Accessory Foods

Accessory items are considered non-staple food items, and include:

- condiments (catsup, mustard, pickle relish, etc.)
- candy,
- spices,
- coffee, tea, cocoa,
- sodas and non-carbonated drinks other than 100% juice

Task 3.1.5. Take color photographs of store interior

The Contractor shall provide digital color photographs as listed below. Contractors shall include a minimum of 20, not to exceed 30, in-focus color photos with each store visit deliverable submitted. This includes photos for each staple food category, non-staple/eligible food stock and non-food stock as described in Task 3.1.3. to capture the overall nature of the store's business. Of the 20 to 30 photographs, the Contractor shall exercise discretion in determining how many photos to take of each of the following categories, ensuring that all categories are properly included among the photographs and reflect the entries on the checklist.

- **Meat, poultry, fish staple food section(s)**. If concentrated in one part of store, take photo(s) that best shows breadth and depth of stock. If relevant products are located in more than one aisle, take photos that include most of the items checked on checklist. Perishable items should be well represented

in photos.

- **Bread, cereals staple food section(s)**. If concentrated in one part of store, take photo(s) that best shows breadth and depth of stock. If relevant products are located in more than one aisle, take photos that include most of the items checked on checklist. Perishable items should be well represented in photos.
- **Vegetables, fruit staple food section(s)**. If concentrated in one part of store, take photo(s) that best shows breadth and depth of stock. If relevant products are located in more than one aisle, take photos that include most of the items checked on checklist. Perishable items should be well represented in photos.
- **Dairy products staple food section(s)**. If concentrated in one part of store, take photo(s) that best shows breadth and depth of stock. If relevant products are located in more than one aisle, take photos that include most of the items checked on checklist. Perishable items should be well represented in photos.
- **Cash register/checkout area**. Take photo(s) that best shows the total checkout area (s).
- **Non-foods**: Take photo(s) that best shows the breadth and depth of items. Items carried in the largest quantities should be well represented in photos, and noted on the Survey Form and in the Sketch. If the items in the largest quantities do not include alcoholic beverages (beer, wine, etc.), but these items are present in the store, take photo(s) which best show the breadth and depth of these items.
- **Other**: Take photo(s) of any dining area, posted menus or price lists (both permanent and for special sales), and hot foods.
- **Store Overview**: If there are any remaining frames available, take photos of the entire store from a corner. If possible, stand on a step ladder or a sturdy empty crate to get the best angle. Otherwise, hold the camera above the shelving and aim diagonally downward.

Task 3.1.6. Signed statement by photographer

The Contractor shall include a statement that verifies the photographs are the ones taken of the subject store and they accurately portray the situation at that store on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 3.1.7. Sketch of store

The Contractor shall provide, in PDF file format, a sketch of the store layout to provide an overview of the entire store and a sense of the variety and depth of stock in the store and, at a minimum, to identify where the following items are located in the store:

1) **Staple foods:**

meat, poultry, fish sections;
bread, cereal sections;
vegetables, fruit sections; and
dairy product sections.

2) **Other foods:**

restaurant and dining areas; and
prepared and hot food sales areas.

3) **Non-foods:**

various stock and services provided by the store.

4) **Store entrance(s):**

front entrance(s);
side and rear entrance(s);
retail customer entrance(s) in wholesale
establishments; and
carryout customer entrances in stores or restaurants.

5) **Cash register(s)/point-of-sale devices/check-out area(s):**

front-entrance location(s);
secondary or rear-entrance location(s);
location(s) throughout store; and
location(s) behind plexiglass/security areas.

Sketches should be as detailed as possible, while remaining neat and legible. It is not necessary to write every single item on the sketch. The main products on each shelf or in each store section should be recorded. Summary labels such as "canned vegetables" may be used, where appropriate.

Task 3.1.8. Copies of flyers on store sales

The Contractor shall obtain a copy of any promotional flyers available to customers in the store, which advertise special sales occurring at the time of the visit. Such flyers may include a variety of food categories or specify items in one particular category. These flyers, scanned into a PDF file format, shall be included with the deliverable. If multiple copies of the advertisements are not available to customers, such as those posted in a common area, then a photo(s) shall be taken which provides an adequate representation of such promotions. Such photos should be clear enough to allow the viewer to be able to read the information displayed.

Task 3.2. WHEN THE STORE CANNOT BE LOCATED:

Task 3.2.1. Document survey form

The Contractor shall report on the Survey Form that the store could not be located at (give time) on (give date) at the prescribed address. The Contractor shall also attempt to locate a store with the same name near the specified address (within at least the equivalent of two city blocks), including inquiring of personnel in at least one other business establishment, and so note on the Survey Form. If such store is not found, the Contractor shall proceed with Task 3.2.2. The Contractor shall report the store as not located at or near specified address on the Survey Form, and in the "Comments" section, note what attempts were made to locate the store. If store is found, Contractor shall proceed from Task 3.1.

Task 3.2.2. Provide photographs of area

If no store can be located at the specified address, the Contractor shall provide FNS with four (4) color photographs of the immediate area, with any street address(s), street signs or route markings visible, to confirm store is not at or near the specified address.

Task 3.2.3. Signed statement by photographer

The Contractor shall include a statement that verifies the photographs are the ones taken of the alleged location of the subject store and that they accurately portray the situation at that location on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 3.3. WHEN THE STORE IS OUT OF BUSINESS:

Task 3.3.1. Document survey form

The Contractor shall report on the Survey Form that the store was found to be out of business at (give time) on (give date) at the prescribed address. The Contractor shall also check to find out if the store may have relocated by attempting to locate a store with the same name near the specified address (within at least the equivalent of two city blocks), including inquiring of personnel in at least one other business establishment, and so note on the survey form. If such store is not found, the Contractor shall proceed with Task 3.3.2., and note in the "Comments" section, what attempts were made to locate the store. If store is found, Contractor shall proceed from Task 3.1.

Task 3.3.2. Provide photographs

The Contractor shall provide FNS with four (4) color photographs of storefront/customer entrance that shows building facing street with store name visible (if still posted) and secondary customer entrance, if applicable.

Task 3.3.3. Signed statement by photographer

The Contractor shall include a statement that verifies the photographs are the ones taken of the alleged location of the subject store and that they accurately portray the situation at that location on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 3.4. WHEN THE STORE IS NOT OPEN FOR BUSINESS:**Task 3.4.1. Make an additional attempt**

If store is located, but not open for business, the Contractor shall make at least one additional attempt to visit the store during the reported hours of operation. The second visit shall be made after a minimum of two hours from the time of the first attempt, unless this would fall during a time when the store would normally be closed, in which case the second attempt would need to be made no earlier than the next day the store is normally open.

If the second attempt fails, the Contractor shall report the store on the Survey Form as not open for business at either (give times) on (give dates). Times and dates shall be given for both attempts. A note should be made as to whether or not the store's days and hours of operation are posted and, if so, what they are. Take photographs as described in Task 3.4.2.

An exception to the requirement that a second attempt be made is if information is obtained on the first visit, which removes the need for another attempt. For example, if the store is not expected to be open before the due date of the Call Order. Such information and its source must be noted on the Survey Form.

Task 3.4.1.1. If note/sign posted

If there is an indication that the store will reopen later on the same day as the initial attempt, the second attempt should be made between the time the store is expected to open and one hour from the store's expected close of business for that day.

If there is an indication that the store will reopen within a few days of the initial attempt, the Contractor should determine whether the second attempt can be made given the 10 or 30 day Call Order deadline in which to complete the visit. If a second attempt is not possible, the Contractor shall report the store on the Survey Form as not open for business at (give time) on (give date) and take photographs as described in Task 3.4.2., including a photograph(s) of the posted note/sign indicating when the store will be reopened. If a second attempt is possible, the Contractor shall proceed per Task 3.4.1., including a photograph(s) of any posted sign/note if the store remains unopened.

Task 3.4.2. Provide photographs

The Contractor shall provide FNS with four (4) color photographs of: storefront/customer entrance that shows building facing street with store name visible (if posted), secondary customer entrance if applicable, and note/sign (if posted) indicating when/if store will reopen.

Task 3.4.3. Signed statement by photographer

The Contractor shall include a statement that verifies the photographs are the ones taken of the subject store and that they accurately portray the situation at that store on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 3.5. WHEN CONSENT IS REFUSED:

Task 3.5.1. Provide explanation statement to store personnel

If the store owner, manager, or person left in charge of the store refuses consent, the Contractor shall provide the person

refusing consent with a statement in the Letter of Introduction that explains:

"The Food and Nutrition Service (FNS) has informed the Contractor that without the reviewer's completed observations, FNS cannot process its review of the store's eligibility, and may therefore deny or withdraw this store's authorization to accept food stamp benefits based on Food Stamp Program (FSP) Regulations. FSP regulations require retailers to provide FNS with necessary information."

If feasible, the Contractor shall wait for the store owner or manager to read the Letter before leaving the store. If the store owner or manager reconsiders and decides to sign the Consent Form after reading the Letter or contacting the FNS Field Office directly, the Contractor shall continue to conduct the visit. If not, the Contractor shall leave the store.

If the store owner, manager or person left in charge of the store refuses to sign the Consent Form, but grants or indicates verbal consent, or does not express a verbal refusal of consent, the Contractor shall note how consent was provided and by whom on the Consent Form (and may also note in the "Comments" section of the Survey Form), and continue to conduct the visit.

Task 3.5.2. Provide documentation to FNS

If the attempt to obtain consent from the store owner, manager or person left in charge of the store is unsuccessful, the Contractor shall provide documentation to that effect. For any attempts that were made to obtain consent, the Contractor shall write on the Survey Form, Consent Form, or any other document included in the deliverable, the following information: 1) store name, 2) date of visit, 3) name, title, or other description of the person refusing consent, and 4) a brief explanation describing the situation (i.e., language barrier, outright verbal refusal, inability to contact owner, etc.). Note should also be made of whether the explanation statement provided in Task 3.5.1. was explained to the store personnel.

Task 3.5.3. Provide photographs

The Contractor shall provide FNS with four (4) color photographs of the following: storefront/customer entrance that shows building facing the street with store name visible (if posted) and secondary customer entrance if applicable.

The exterior photo(s) should be taken prior to entering the

store, but a stranger to the area pulling up in front of some stores and starting to take pictures could be problematic. Therefore, in some areas it may be advisable to delay taking any photos until after the Contractor has been introduced to the retailer. Regardless of whether the exterior photo(s) is taken before or after consent for the store visit is refused, an exterior photo(s) is required for all stores visited. Although taking this photo after consent is refused may be uncomfortable, once outside the store the Contractor should be able to find a public space from which to take photo(s).

Task 3.5.4. Signed statement by photographer

The Contractor shall include a statement (see **Attachment G**) that verifies the photographs are the ones taken of the subject store and that they accurately portray the situation at that store on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 3.6. WHEN LANGUAGE BARRIER EXISTS:

Task 3.6.1. Attempt to obtain translator

FNS will provide a copy of the Consent Form in English, Spanish, Korean, Chinese, Vietnamese, Arabic and Russian. The Contractor may provide its own translations of the form in other languages, if pre-approved by FNS.

In some situations, the Contractor may not be able to communicate with the store owner, manager or person in charge of the store, due to their lack of a common language or inability to read one of the non-English-language versions of the Consent Letter. If feasible, the Contractor shall wait for the store owner, manager or person in charge to obtain a translator who can either interpret the Contractor's explanation or read the Consent Letter. If a translator is not available, the Contractor shall provide a copy of the Letter of Introduction (in the appropriate language if known, or in English) prior to leaving the store.

If a language barrier results in the absence or refusal of consent by a retailer, the Contractor shall complete the deliverable as follows.

Task 3.6.2. Provide documentation

If the attempt to obtain consent from the store owner, manager or person left in charge of the store is unsuccessful, the Contractor shall provide documentation to that effect. For any

attempts that were made to obtain consent, the Contractor shall note on the Survey Form, Consent Form, or any other document included in the deliverable, the following information: 1) store name, 2) date of visit, 3) name, title, or other description of the person refusing consent, and 4) a brief explanation describing the situation (i.e., language barrier, outright verbal refusal, inability to contact owner, etc.).

Task 3.6.3. Provide photographs

The Contractor shall provide FNS with four (4) color photographs of the following: storefront/customer entrance that shows building facing the street with store name visible (if posted) and secondary customer entrance if applicable.

Task 3.6.4. Signed statement by photographer

The Contractor shall include a statement that verifies the photographs are the ones taken of the subject store and that they accurately portray the situation at that store on that date and time. The certification shall be signed by the photographer and submitted as a PDF (portable document format) file with the photographs.

Task 4. SUBMIT DELIVERABLE

The Contractor shall make available for review by the issuing Field Office, for each store visit, items A through J below, as appropriate, within the prescribed timeframes.

Task 4.1. Stores open for business:

A. Survey Form

Provide completed Survey Form in PDF file format.

B. Checklist:

Provide completed Checklist in PDF file format.

C. Sketch of Store:

Provide sketch of store in PDF file format.

D. Consent Form:

Provide signed and dated Consent Form in PDF file format.

E. Photographer's Certification Statement

Provide statement signed by the photographer and included with the photographs, in PDF file format.

F. Photographs:

Provide 20 to 30 color photographs in digital format

G. Promotional Flyers

Provide if available in PDF file format.

Task 4.2. Other stores:

For stores that are found to be closed, cannot be located, are out of business, or the retailer refused to cooperate, the deliverable must be completed in accordance with the instructions outlined in Task 3. The Contractor shall submit to the issuing Field Office a deliverable which includes:

- H) Documented Survey Form in PDF file format,
- I) Appropriate Photographs in digital format,
- J) Photographer's Certification Statement in PDF file format.

Task 4.3. Additional Forms from Revisits

Should a revisit to the store be necessary, per Task 4.6., an additional Consent Form and Certification Statement are to be included with the deliverable. The date(s) and time(s) of the revisit shall also be noted on the Survey Form and Checklist, as appropriate, and additional information provided and circled to differentiate the additional information from the initial information.

Task 4.4. Format for Submission of Deliverable

The Contractor shall submit deliverables to FNS Field Offices in digital format. The photographs shall be taken with digital cameras, or if taken by 35mm film cameras, the photographs shall be scanned or otherwise converted to digital format compatible with Microsoft Photo Editor. The photos shall be viewable as thumbnails no smaller than 200 X 133 pixels, which when opened fully are no smaller than 800 X 600 pixels. The Survey Form, Checklist, Sketch of Store, Consent Form, Photographer's Certification Statement and any Promotional Flyers shall be converted into PDF format. The deliverables shall be made available for review on a secure web server, grouped by Field Office, Call Order, and identified by store name. The server shall be secured utilizing SSL 128-bit encryption. Access to the deliverables shall be restricted by requiring a login user ID and password authentication for contractor and FNS staff.

All FNS data that resides on the secured contractor web server shall be considered the property of FNS. The contractor shall provide the data to FNS in bulk within 5 working days, as specified below or in an agreed upon format if USDA so requires.

Otherwise, access to Call Order deliverables will be made available only to authenticated FNS users via the contractor web server. The deliverables shall be accessible 24 hours per day, seven days per week, with the possible exception of short-term service downtimes.

Should FNS not have Internet access for any sustained period of time, the contractor shall provide FNS deliverables on CD-ROM or in an agreed upon hard-copy format.

The web server shall be connected to the Internet via redundant fiber links. The server shall have both battery and/or natural gas generated back-up power should electric outage occur. The web server shall have an automated daily backup routine for data protection.

- (a) Material on a specific store shall be complete when submitted. Photographs must be submitted in digital format which clearly identifies the store.
- (b) Material on a specific store, when complete, may be made available to FNS immediately or, if the due date is still pending, held by the Contractor until materials on additional stores are complete. Deliverables from different Call Orders may be submitted together as long as all deliverables are clearly identified by the appropriate FNS Call Order and store-name.
- (c) Should a store be revisited for the same Call Order, the date and time of the revisit should be noted on the appropriate parts of the deliverable.

Within the first 5 business days of each month, the contractor will transfer to a compact disk all the deliverables for which the contractor received a Confirmation Letter in the previous month, and deliver the compact disk to the appropriate field office. Upon confirmation from the field office that it has received and accepted the compact disk, the contractor shall purge those deliverables from the web server.

Task 4.5. Timeframe for Submission of Deliverable

Because of the regulatory requirement to approve or deny a retailer's application within 45 days of submission of an application, time is of the essence for this contract. The Contractor must submit complete deliverables for the store within the following specified timeframes:

For stores listed on 10-day Call Orders, all completed store deliverables shall be received by the Field Office within **10**

calendar days from issuance of the Call Order.

For stores listed on 30-day Call Orders, all completed store deliverables shall be received by the Field Office within **30 calendar days** from issuance of the Call Order.

Deliverables shall be received within the Field Office's core hours of operation (8AM - 3 PM local time), Monday through Friday. If deliverables are received after the core hours on any given business day, the official date of receipt will be the next business day.

If the due date falls on a Saturday, Sunday, Federal Holiday, or other day the Field Office is closed, deliverables shall be received by the following business day.

(See Section H-4 for more information on Call Order deadlines)

Task 4.6. Quality of Deliverable

The Contractor shall ensure that the Survey Form and Checklist are complete when submitted and all components of the deliverable are included. All photographs must be in-focus and of sufficient lighting, contrast, angle, subject, and detail to enable clear identification of the food items and other subjects in the photographs. The photographs must be consistent with the contents of a properly completed checklist and sketch of the store. If there are discrepancies in dates among the items in the deliverable, a written explanation, including additional Photographer's Certification Statements when appropriate, shall be provided by the Contractor.

If the store does not carry items in all four staple food categories, the Contractor shall ensure that a note is made at the bottom of the appropriate category on the checklist and that photographs and the sketch reflect the proportion of non-food items carried by the store.

If the Field Office OIC rejects the survey form, photographs, or Checklist as being incomplete, or rejects the photographs as being of unacceptable technical quality, if necessary, the Contractor shall re-visit the store, complete the Survey Form, Checklist, Sketch and/or take further Photographs at no additional cost to the government. The store visit deliverable will not be accepted and a Confirmation Letter may not be issued until such time as the Survey Form, Checklist, Sketch, and Photographs are determined to be complete and technically acceptable.

The entire deliverable will not be rejected for items that can be corrected quickly via fax, e-mail or telephone. Examples of such corrections include missing and incomplete forms. The Field Office will notify the Contractor of the correction(s) needed via e-mail and the Contractor will advise the Field Office via email when the correction(s) have been posted. On occasion, the Government may determine that a correction needed may be resolved via telephone, in which case such calls will be documented by the Government.

Any deliverable determined by the Government to need correction will not be considered acceptable until such correction is made.

Task 4.7. Deliverable Amendments for Technology Upgrades

FNS recognizes that over the course of a long-term contract, improvements in technology are likely to make alternative deliverable formats feasible. Upon advance notice from FNS, Contractors should be prepared to adjust their procedures accordingly. Modifications will be negotiated to cover changes in per-visit costs that may occur.

Task 5. MONTHLY MANAGEMENT REPORTS

The Contractor shall submit Monthly Management Reports by the 10th of each month via e-mail, which shall reflect activity during the previous calendar month. Reports must include monthly activity and cumulative totals for the contract year.

The font size for these reports shall be no smaller than 10 point. The following information shall be included for each Field Office:

- 1) Subtotals of visits conducted: 10-day visits and 30-day visits ;
- 2) Number of outstanding deliverables: 10-day visits and 30-day visits;
- 3) Total number of Deficiency Reports received by Contractor, as described in Section E-3 - Acceptability of Product; and
- 4) Subtotals of number of visits which were not able to be successfully conducted: store could not be located, store out of business, store not open for business, consent refused, language barrier existed.

In addition, information shall be included for the regions:

- 1) Listing of invoices submitted, including invoice number and dollar value of each invoice; and

- 2) Summary of any quality control initiatives and/or corrective action activities undertaken.

Any other information the Contractor wishes to share with FNS should be provided in a separate letter to the COTR and the COR.

Task 6. CONTRACTOR'S LIAISON

The Contractor shall designate one person for the FNS Field Offices and Contracting Officer's Technical Representative to contact, who will serve as the designated Contractor's Liaison for each regional office.

The designated Contractor's Liaison shall attend the FNS initial orientation for Contractors as well as the Regional training sessions. Responsibilities shall include tasks such as monitoring reviewer performance and overseeing reviewer training, in order to resolve problems at the Field Office level.

SECTION D - PACKAGING AND MARKING**D-1 MARKING DELIVERABLES**

At a minimum, the store name and date of the visit should be included on each component of the deliverable.

See Task 4.4. regarding the format for submission, and the marking and bundling of deliverables.

SECTION E - INSPECTION AND ACCEPTANCE**E-1 CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

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 available.

CLAUSE**NUMBER****TITLE****DATE**

52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
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E-2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at the Field Office issuing the Call Order by the Officer in Charge (OIC) or designee.

E-3 ACCEPTABILITY OF PRODUCT

The Field Office will review deliverables for completeness and technical quality within 10 business days of receipt from the Contractor. If all deliverables within a Call Order are determined to be complete and acceptable as described in Section C, Task 4, the Field Office will issue a Confirmation Letter. The Field Office will have an additional 5 business days, following the 10 day review period, to issue the Confirmation Letter. The Confirmation Letter must be included with the Contractor's invoice to ensure payment (refer to Invoicing Procedures Section G-1).

If deliverables are determined by the Field Office OIC to be incomplete or of unacceptable technical quality, a Deficiency Report will be completed for each unacceptable deliverable. The Deficiency Report will be issued to the Contractor within 10 business days of receipt of the unacceptable deliverable. A copy of the Deficiency Report will also be sent to the COR and Regional COTR.

Liquidated damages will be assessed at \$10.00 per day as of the

due date of the Call Order to deliverables that are returned as a result of being incomplete or being of an unacceptable technical quality. Liquidated damages will also be assessed as of the due date of the deliverables on a daily basis at a daily rate of \$10.00 to deliverables submitted after the due date. Liquidated damages will not exceed a total of \$100.00 per store visit deliverable for deliverables, which are received within 10 days after the due date of the Call Order. Deliverables which have not been received by the 10th day will be assessed the liquidated damage rate of \$200.00. (See Section F-2)

CONSIDERATIONS SCHEDULE

Full payment will be provided for each store visit conducted within the prescribed timeframes. A visit will be considered conducted when: a visit is made and all components of the deliverable are submitted and accepted by the Field Office OIC; or the store is out of business, cannot be located, is not open for business, or the retailer refuses to cooperate, and the deliverable is completed as outlined in Description of Work, and is accepted by the Field Office OIC.

SECTION F - DELIVERIES OR PERFORMANCE**F-1 CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

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 available.

CLAUSE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER (ALTERNATE 1)	AUG 1989

F-2 LIQUIDATED DAMAGES - SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT (FAR 52.211-11) (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$10.00 per calendar day of delay. The total liquidated damages assessed shall not exceed \$100.00 per individual store visit deliverable for deliverables received within 10 days after the due date of the Call Order. Deliverables which have not been received by the 10th day will be assessed the liquidated damage rate of \$200.00.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract. If the government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract. (Reference Section I-1)

F-3 PLACE OF DELIVERY

All reports and/or deliverables identified herein shall be

delivered, and all transportation charges paid by the contractor, in accordance with the FOB Destination Clause (FAR 52.247-35) (APR 1984) as follows:

Monthly Management Reports

Monthly Management Reports, as described in Section C, Task 5, are to be submitted to the Contracting Officer's Representative (COR) by the 10th of the month, reflecting activity during the previous calendar month. Reports must include monthly activity and cumulative totals.

One copy of each Monthly Management Report shall be delivered to the Contract Management Branch. A copy of each report must also be provided to the Regional Contracting Officer's Technical Representative (COTR). In addition, each issuing Field Office should receive a copy of the report which reflects the individual activity of that Field Office. Addresses are shown below.

Contract Management Branch:

USDA, Food and Nutrition Service
Contract Management Branch
Attn: Laura Hinshaw
3101 Park Center Drive, Room 228
Alexandria, VA 22302-1500

USDA, Food and Nutrition Service
Benefit Redemption Division
Attn: Judy Love, Program Specialist
3101 Park Center Drive, Room 706
Alexandria, VA 22302-1500

All Other Deliverables:

All required deliverables (with the exception of the Monthly Management Report and Subcontracting Plan Reports) shall be delivered to the Field Office (see **Attachment A**) which issued the Call Order unless notified otherwise.

F-4 TIME OF DELIVERY (FAR 52.211-8, Alt. 1) (JUN 1997)

The Government requires delivery to be made according to the following schedule:

SCHEDULE OF DELIVERABLES

(NOTE: If the due date falls on a Saturday, Sunday, Federal Holiday, or other day that the Field Office is closed, deliverables and reports must be received on the following business day.)

New Authorizations

For new authorization visits; all completed store deliverables, as described in Section C, Task 4, shall be received by the Field Office within **10 calendar days** from issuance of the Call Order.

Reauthorizations

For reauthorization visits, all completed store deliverables as described in Section C, Task 4, shall be received by the Field Office within **30 calendar days** from issuance of the Call Order.

Monthly Management Reports

Monthly Management Reports are to be **submitted by the 10th of each month**, with a copy being sent to each of the following: the Contracting Officer, the Contracting Officer's Representative, and the Contracting Officer's Technical Representative. In addition, each issuing Field Office should receive a copy of the report which reflects the individual activity of that Field Office. (Addresses are listed in Attachment A and Section F-3)

F-5 PERIOD OF PERFORMANCE (AGAR 452.211-74) FEB 1988

The period of performance of this contract is from [*] through [*].

*** To be completed at time of award**

SECTION G - CONTRACT ADMINISTRATION DATA**G-1 INVOICES**

An invoice for a Call Order will not be considered for payment until all deliverables in the Call Order have been; 1) received and accepted by the Field Office, and 2) a Confirmation Letter and accompanying store list is attached to the invoice.

Within 5 business days after all deliverables for a specific Call Order have been accepted, the Field Office will issue a Confirmation Letter to the Contractor. The Confirmation Letter will specify the Store Payment Rate for each deliverable, and total payment amount for each Call Order. The letter will also identify any liquidated damages that are being assessed against the Contractor for unacceptable or late deliverable(s). The Confirmation Letter will be signed by the Field Office OIC or designee. Confirmation Letters must be attached to Contractor invoices in order to receive payment.

The Contractor shall submit an original summary invoice and two copies to the FNS Accounting Division in Alexandria, VA no more frequently than on a monthly basis. The invoice must 1) be accompanied by the applicable Confirmation Letter(s), 2) identify the Call Order numbers by Field Office covered therein and 3) state the total dollar value, with subtotals for each Field Office (see **Attachment K**). Invoices, which include confirmation letters for more than one contract year must be separated within the invoice or submitted as two invoices.

G-2 METHOD OF PAYMENT**PAYMENTS UNDER THIS CONTRACT SHALL BE MADE VIA ELECTRONIC FUNDS TRANSFER (EFT) METHOD.**

Payments are made electronically through the Automated Clearing House network for deposit directly into the contractor's bank account. The Contractor shall provide the following information required to make contract payment by EFT:

- 1) The contract number to which the information applies.
- 2) The Contractor's name and remittance address, as stated in the contract.
- 3) The original signature, title, and telephone number of the Contractor official authorized to provide this information.
- 4) Name, address, telephone number and 9-digit Routing Transit Number of the Contractor's financial agent.
- 5) Contractor's account number and the type of account (checking or savings).

6) Contractor's Federal Tax Identification Number.

If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information either with the submission of the data or by sending a letter on Contractor letterhead with an original signature of the Contractor authorized to provide EFT information.

The contractor, after award and not later than 21 days prior to submission of an invoice, must send the EFT information to USDA, Food and Nutrition Service, Accounting Division, AOFBSB, Attn: Mr. John Carmack, 3101 Park Center Drive, Room 417, Alexandria, VA 22302-1500. An ACH Vendor/Miscellaneous Payment Enrollment Form or similar financial institution form may be used if it is available to the contractor. However, the information may also be submitted on company letterhead. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the address above. If there are questions regarding the method of payment or submission of EFT information, please contact Mr. Carmack at (703) 305-1455. (See also 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, in Section I)

G-3 CONTRACT ADMINISTRATION

a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(b) The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration:

NAME: [*]
TITLE: [*]
TELEPHONE: [*]
FAX: [*]
EMAIL: [*]

(c) The Government Contract Administrator is:

NAME: Laura Hinshaw
TITLE: Contract Specialist

TELEPHONE: (703)-305-1532
FAX: (703) 305-2071

(d) The Government Contracting Officer is:

NAME: Leonard J. Green
TITLE: Contracting Officer
TELEPHONE: (703) 305-2257
FAX: (703) 305-2071

(e) The Government Contracting Officer's Representative is:

NAME: Judy Love
TITLE: Program Specialist
TELEPHONE: (703) 305-2237
FAX: (703) 305-1863

(f) The Government Contracting Officer's Technical Representative is:

NAME: [*]
TITLE: [*]
TELEPHONE: [*]
FAX: [*]

G-4 RESPONSE TO FNS TECHNICAL DIRECTION

Technical direction from the FNS Contracting Officer's Representative or Contracting Officer's Technical Representative must be within the scope of work specified in the contract and pertinent task order. Directions considered to be outside the purview of technical direction are those which:

- constitute an assignment outside the general scope of the statement of work;
- improperly affects the Contractor's ability to adhere to the contract's delivery schedule;
- changes any of the expressed terms, conditions, or specifications of the contract;
- interferes with the contractor's right to perform the terms and conditions of the contract.

If the Contractor receives direction, couched as technical

guidance, that fits into any of the above categories, the Contracting Officer shall be notified immediately. Within 30 days of such notice, the Contracting Officer will advise the Contractor on what action to take.

Conversely, the Contractor shall not assume that a given requirement of the contract can be effectively substituted by following technical direction for work that is outside of the scope of work.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1 KEY PERSONNEL** (AGAR 452.237-74) (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:

Name	Title
------	-------

*** To be completed at award**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H-2 PROBLEM RESOLUTION

Problems arising between the Contractor and Field Office that cannot be resolved will be elevated to the Regional COTR for resolution. The Regional COTR will maintain communications with the COR and Contracting Officer (CO) in terms of reported deficiencies of Contractor performance. Issues that can not be satisfactorily resolved or that may involve more than one Region, will be addressed by the COR. Issues that can not be satisfactorily resolved by the COR will be addressed by the Contracting Officer.

H-3 EXCUSABLE DELAYS (52.249-14) (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

H-4 EXCUSABLE DELAYS FOR THE GOVERNMENT

The Contractor shall not hold the Government liable for failure to perform FNS responsibilities under the terms of this contract (i.e. issuance of a Confirmation Letter or Deficiency Report) if the failure arises from causes beyond the control and without the fault or negligence of the Government. Examples of these causes are (1) acts of God or the public enemy, (2) an emergency or disaster which necessitates the reassignment of Field Office and/or other Government staff to disaster sites to perform relief services, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) Federal Government shutdown, (8) freight

embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Government.

H-5 QUANTITY VARIANCE CONSIDERATION

In an effort to reduce the risk to both the Contractor and the Government in the event that the actual **total** number of store visits ordered in a given program year is significantly less than or greater than the estimates contained in the contract(s), pricing has been structured to take into consideration the actual quantities ordered.

The pricing chart shown in Section B-1 contains columns for three separate unit prices (Price per Visit). The actual total number of visits ordered will be compared to the estimated quantity shown in Section B, **as determined by calculating the sum of the number of new authorization visits and reauthorization visits**, to determine which unit price applies (Alt 1, 2, or 3) as follows:

- If the actual number of visits ordered is **within a range of plus or minus 30%** of the estimated quantity, then Price per Visit **Alternate 1** will apply;
- If the actual order is **more than 130%** of the estimated quantity, then Price per Visit **Alternate 2** will apply; or,
- If the actual order is **less than 70%** of the estimated quantity, then Price per Visit **Alternate 3** will apply.

The application of Quantity Variance Consideration will be as follows:

(NOTE: Given the mutual agreement of the Contracting Officer (CO) and the Contractor, a method different from the following may be used to account for any premium price due to the Contractor or savings to the Government resulting from Quantity Variance Consideration adjustments.)

At the beginning of each new program year, the Contracting Officer (CO) will assume Price per Visit Alternate 1 will apply for purposes of invoicing for Part A and Part B.

At any time during a given program year the CO, in cooperation with the Contractor, may elect to change the projected Price per Visit (for purposes of invoicing) for Part A and Part B, based on projected actual orders indicating that a different Price per Visit Alternate will apply. For example, if it appears likely, that in June of a program year (ending in September) the number **of new and re-authorization visits** will exceed 130% of the **combined estimate for Parts A and B** by year's end, then the CO and Contractor can mutually agree to use Price per Visit

Alternate 2 for the remainder of the program year while dividing the adjustments due to the Government's overpayment in the previous months, over the remaining invoices for that year. (Balances, either to the Contractor or Government, shall not be carried over to the next program year.)

At the end of each program year, the actual Price per Visit will be determined by comparing estimated to actual visits performed and that Unit Price will apply to the entire year's orders for Part A and Part B*. An adjustment to the invoice for the final billing period will be made, as necessary, to assure that the correct total amount has been paid to the contractor.

*Note: Quantity Variance Consideration determinations will be made by comparing the sum of actual new authorization (Part A) and reauthorization (Part B) visits to the sum of estimated Parts A and B within a program year. Therefore, the application of Unit Price Alt. 1, 2, or 3 will be determined for Part A and Part B in combination.

H-6 ETHICS AND RESTRICTIONS

Federal employees must follow a basic rule regarding whether and when they may receive gifts from outside sources. A gift is almost anything of monetary value, such as cash, meals, paperweights, trips, concert tickets, and services. Federal employees may not solicit or accept a gift that is given because of their official position or that is given by a prohibited source, unless the item is either not considered to be a gift or falls within one of the exceptions to the basic rule. A prohibited source is: a person or organization that seeks official action by the Agency; does business or seeks to do business with the Agency; has activities that are regulated by the Agency; or has interests that may be affected by the employee in the course of doing their job. The exceptions allow acceptance of gifts of a market value of \$20 or less on a single occasion, but not more than \$50 per year per source. Market value is the retail price that the recipient of the gift would have to pay to purchase it.

H-7 INCORPORATION OF SUBCONTRACTING PLAN AND REPORTING REQUIREMENTS

The negotiated subcontracting plan dated _____ is hereby incorporated by reference. Failure of the contractor to make a good faith effort to comply with the subcontracting plan may result in the assessment of liquidated damages in accordance with

the Clause at 52.219-16, Liquidated Damages--Subcontracting Plan, Section I herein.

In accordance with the Clause in Section I, FAR 52.219-9 Small Business Subcontracting Plan, the Contractor shall submit the reports specified below as follows:

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF-295 Summary Subcontract Report (Rev. 12/98)	04/30
Oct 1 - Sep 30	SF-295 Summary Subcontract Report (Rev. 12/98)	10/30
Oct 1 - Mar 31	SF-294 Subcontracting Report for Individual Contracts (Rev. 12/98)	04/30
Apr 1 - Sep 30	SF-294 Subcontracting Report for Individual Contracts (Rev. 12/98)	10/30

SF-294 - Submit original to the cognizant Contracting Officer at the address below:

USDA/FNS
 Attn: Leonard J. Green, Contracting Officer
 Contract Management Branch
 3101 Park Center Drive, Room 914
 Alexandria, VA 22302

SF-295 - Submit original directly to the USDA, Office of Small and Disadvantaged Business Utilization at the address below. A courtesy copy shall be submitted to the Contracting Officer at the address listed above.

USDA/OSDBU
 Attn: Belinda Ward
 14th & Independence Ave., S.W.
 Room 1323, South Building
 Washington, DC 20250

H-8 INCORPORATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION TARGETS AND REPORTING REQUIREMENTS

The SDB Participation Target Plan dated _____ is hereby incorporated by reference.

In accordance with the Clause in Section I-9, FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall submit the reports specified below as follows:

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct 1 - Sep 30	OPTIONAL FORM 312-Small Disadvantaged Business (SDB) Participation Report (Rev. 1/99)	10/30

OF-312 Submit original to the cognizant Contracting Officer at the address below:

USDA/FNS
Attn: Leonard J. Green, Contracting Officer
Contract Management Branch
3101 Park Center Drive, Room 914
Alexandria, VA 22302

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)
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 available.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203.8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215.16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.222-1	NOTICE TO THE GOVT. OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUNE 1998
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERENS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52-223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002

52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD-ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED PRICE ALTERNATE 1	AUG 1987 APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52-253-1	COMPUTER GENERATED FORMS	JAN 1991

I-2 ORDERING (52.216-18) (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 (see section B-1). Such orders may be issued from [*] though [*] * **To be determined**
- (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 (see Section I-5).

I-3 ORDER LIMITATIONS (52.216-19) (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 store visit**, 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 Call Order for a single item in excess of **30 store visits**;
 - (2) Any combination of Call Orders in excess of **300 store visits**; or
 - (3) A series of Call Orders from the same Field Office within **2 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
 - (4) A series of more than **10 Call Orders** within a **7 day** period.
- (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) **The Government will give the Contractor 30 days advance notice when a combination of items is expected to exceed 500 store visits in a 30 calendar day period.**
- (e) Notwithstanding paragraphs (b), (c) and (d) of this section, the Contractor shall honor any Call Order exceeding the maximum order limitations in paragraph (b) and (d), unless that Call Order (or orders) is returned to the Field Office within **3 days** 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.

I-4 MINIMUM/MAXIMUM ORDERS

a) Minimum Orders

For each program year (i.e., Base Year or Option Year), the Government guarantees the Contractor that a minimum order of combined New Authorization (Part A) and Reauthorization (Part B) store visits (see "MINIMUM TOTAL VISITS" in the Schedule in Section B-1) will be ordered. The dollar value guaranteed to the Contractor will be equal to the average of Unit Price Alt. 3 for Parts A and B multiplied by the MINIMUM TOTAL VISITS for the applicable program year.

b) Maximum Orders

For each program year, the Contractor will not be obligated to fulfill orders, which exceed the MAXIMUM TOTAL VISITS shown in the Schedule (see Section B-1).

I-5 INDEFINITE QUANTITY (52.216-22) (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 Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make deliveries under this contract after 30 days from contract expiration.

**I-6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S. C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefit
GS-5, Step 1	\$13.85/hour + \$2.93 (approx.)

I-7 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)

- (a) Confidential information, as used in this clause, means: (1) Information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, organization or business.
- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is

confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

I-8 RESTRICTIONS AGAINST DISCLOSURE (AGAR 452.237-75) (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by or delivered to the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

I-9 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, MODIFICATIONS - ALTERNATE IV
(52.215-21) (OCT 1997)

- (a) Submission of cost or pricing data is not required.
(b) Provide information described by the Contracting Officer during modification negotiations.

I-10 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee

or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allow ability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I-11 OPTION TO EXTEND SERVICES (FAR 52.217.8) (NOV 1999)

The Government may require continued performance of any services

within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 calendar days prior to end of current option period.**

I-12 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE-DELIVERY/INDEFINITE-QUANTITY CONTRACT

(a) The government has the option to extend the effective period of this contract for two additional twelve-month periods. If more than 60 days remain in the contract effective period, the Government, without prior written notification, may exercise the option by issuing a contract modification. To unilaterally exercise these options within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(c) Exercise of an option will result in the following modification:

- (1) The "Period of Performance" AGAR clause (452-211-74) will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Year 1	[*]	[*]
Option Year 2	[*]	[*]
Option Year 3	[*]	[*]
Option Year 4	[*]	[*]

I-13 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (FAR 52.219-7)
(JUN 2003)

(a) Definitions. "Small business concern", as used in this clause, 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 size standards in this solicitation.

(b) General.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion. (c) Agreement. For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I-14 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-
DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25)(JAN 1999)

(a) **Disadvantaged status for joint venture partners, team members, and subcontractors.** This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that

a joint venture partner or team member, representing itself as a small disadvantaged business concern, is included in the SBA's on-line list of SDBs at <http://www.sba.gov> or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility. The Contractor acting in good faith may rely on a written representation of its subcontractor regarding the subcontractor's status as a small disadvantaged business concern as defined in 13 CFR 124.1002.

(b) **Reporting requirement.** If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

I-15 NOTICE OF TOTAL HUBZONE SET-ASIDE (FAR 52.219-3) (JAN 1999)

Notice of Total HUBZone Set-Aside

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I-16 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, MODIFICATIONS - ALTERNATE IV
(52.215-21) (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described by the Contracting Officer during modification negotiations.

SECTION J - LIST OF ATTACHMENTS**J-1 LIST OF ATTACHMENTS**

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments by title.

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
A	Food and Nutrition Service Field Office Directory
B	Food and Nutrition Service Regional Plans
C	Survey Form
D	Checklist
E	Sample Call Order
F	Sample Invoice Format
G	Glossary

SECTION K - REPRESENTATION, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(FAR 52.252-1) (FEB 1998)

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 address:

<http://www.arnet.gov/far/>

PROVISION

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

K-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(FAR 52.203-2) (APR 1985)

(a) The Offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:

- (i) those prices;
- (ii) the intention to submit an offer; or
- (iii) the methods or factors used to calculate the prices offered;

K-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) The Offeror must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign

government;

[] Offeror is an agency or instrumentality of the Federal government;

(e) 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 _____;

(f) Common Parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K-4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(FAR 52.209-5) (APR 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the 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 public (Federal, state, or local) 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

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response 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, the County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

K-6 SMALL BUSINESS PROGRAM REPRESENTATIONS. (FAR 52.219-1) (APR 2002) ALTERNATE I (OCT 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **561990**.

(2) The small business size standard is **\$6 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The

Offeror represents, for general statistical purposes, as part of its offer that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that-

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(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.

(7) [Complete only if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision] The offeror shall check the category in which its ownership falls:

- _____ Black American.
 _____ Hispanic American.
 _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"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 the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

"Women-owned small business concern," as used in this provision, means a small business concern -

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

(2) Whose management and daily business operations are controlled

by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any

other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-7 SMALL DISADVANTAGED BUSINESS STATUS . (FAR 52.219-22) (Oct 1999)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has 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.

(2) *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:_____.*]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998). As prescribed in 19.308(b), add the following paragraph (b) (3) to the basic provision:

(3) Address. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K-8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

(FAR 52.222-22) (FEB 1999)

The Offeror represents that -

(a) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It _____ has, _____ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The Offeror represents that (a) it _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-10 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
(FAR 52-222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C.4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans), it has submitted the most recent VETS-100 Report by that clause.

K-11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the Offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and

reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis);
- or

___ (v) The facility is not located in the United States or its outlying areas..

K-12 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.

- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-13 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION

The Offeror is requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the Offeror has previously submitted the information, it should certify the validity of that data currently on file at USDA or update all outdated information on file.

(a) Offeror's Name: _____

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number: _____

(d) Individual(s) to contact regarding this proposal:

(e) Cognizant Government Audit Agency:

Address: _____

Auditor: _____

(f) Work Distribution for Last Completed Fiscal Accounting Period.

(1) Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$ _____

K-14 CERTIFICATION

I hereby certify that the response to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(FAR 52.252-1) (FEB 1998)

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 address:
<http://www.arnet.gov/far/>

L-2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52-215-1 Alternate II October 1997)

(a) Definitions. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposal. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, the proposal and modifications to proposal shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile

(iii) A statement specifying the extent of agreement with all terms, conditions, and

provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposal -

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

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

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

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the

Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an 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.

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, the proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit the technical and business proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to his proposals at

any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposal that depart from stated requirements. Such proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirement.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in the proposal data that he does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use of disclosure of data contained on this sheet is subject to the restriction on the title page

of this proposal.

(f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Governments interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate the proposals and award a contract without conducting discussions with the offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposal.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) Exchanges with an Offerors after receipt of a proposal do not constitute a rejection or counter offer by the Government.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in binding contract without further action be either party.

(11) The government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

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

(iii) A summary of the rationale for award; and

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

L-3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV (FAR 52.215-21) (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide the information described in paragraph L-5(c) for guidance on what cost information is required for submission under this RFP.

L-4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS

(a) General Instructions. The following instructions provide the guidelines for the format and content of technical and business proposals.

(1) The Offeror's proposal must include a technical proposal and a business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from the other. The technical evaluation must not contain reference to cost; however, resource information must be contained in the technical proposal so that the offeror's understanding of the statement of work may be evaluated.

(2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section L of this RFP.

(b) **Technical Proposal Instructions**

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the requirements of the Government will be met. The offeror's proposal should provide comprehensive information to enable the Government to evaluate each technical evaluation criterion as described in Section L. The purpose of providing guidelines on the format and content of the technical proposal is to assist offerors in preparing proposals and to facilitate the evaluation of proposals.

The technical proposal should be formatted into chapters with the offeror's name and date of submission placed on the first page of each chapter so that they can be separated during review. Offerors must adhere to the page limits established. Supplemental information to support or illustrate information provided in narrative explanations may be provided as attachments. The chapter subjects, and suggested information to be included in each of the chapters, follow these instructions.

The technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures and program for achieving the objectives of the project specifications and Statement of Work.

Proposals, which merely offer to conduct a program in accordance with the requirements of the Government's Statement of Work will not be eligible for award.

Proposals, which use such phrases as "will comply" or "standard techniques will be employed" are unacceptable and will not be considered further.

A detailed work plan must be submitted indicating how each aspect of the Statement of Work is to be accomplished. The offeror must submit an explanation of its proposed plan of work in conjunction with the tasks to be performed in achieving the project objectives. The proposal should be in sufficient detail to fully

explain the offeror's proposed technical approach or method to its plan of work.

The proposal should include detailed explanations which reflect a clear understanding of the project, including the nature and scope of the work to be undertaken. Information should be provided which will demonstrate the offeror's management of important events or tasks.

The proposal should include a detailed description of the offeror's ability to strictly meet all requirements of the contract, including the procedures it will follow to successfully perform the work.

Points will be determined based on the degree to which the proposal demonstrates a clear understanding of the process, including all specification requirements from the issuance of call orders through the submission of high quality deliverables.

The offeror must demonstrate the ability to successfully conduct projects of this magnitude. Offerors must also support the demonstration of technical ability through submission of: a sample deliverable, reports, resumes, sample photo ID badge, etc.

Technical Proposal - 40 page limit

(i) Summary Chapter: Introduction - 3 page limit

Chapter Contents

The offeror should include a concise introduction in which the offeror provides a general overview of plans to accomplish the project, including a brief discussion of how the offeror intends to organize, staff, and manage the work to be performed. The Introduction should also include a brief discussion of the offeror's proposed training plans. The Introductory Chapter may also provide brief information on the offeror's experience conducting the same or similar types of work.

Possible Attachments

None

(ii) Chapter One: Management Plan - 15 page limit

Chapter Contents

The Chapter on the Management Plan should be a comprehensive explanation of how the offeror intends to manage all aspects of the work required to be performed under the contract. The

Management Plan should include a complete discussion of proposed procedures, including the following areas.

Regional Composition

- dealing with geographic differences within the region;
- dealing with multi-cultural retailers;
- working in high crime rate areas;
- visiting remote areas; and
- handling safety issues.

Deliverable Quality

- quality of sample deliverable (survey form, checklist, photos, negatives, sketch, consent form, certification statement, packaging);
- method for assuring high quality photos with appropriate content;
- quality assurance for ensuring deliverables meet quality and timeliness standards during initial implementation and throughout project;
- the degree to which the proposal demonstrates sound procedures and processes on maintaining quality assurance, including training procedures for quality control;
- the degree to which the proposal demonstrates sound procedures and processes on maintaining accountability and confidentiality for all call order and deliverables, including training procedures for accountability.
- quality assurance for identifying stores and method for keeping photos separate for each store to ensure photos of one store do not get mixed with photos of other stores; and
- format of deliverables designed to facilitate FNS review and accommodate limited storage capacity in Field Offices.

Workflow Management

- managing receipt of call orders, assignment of work, and submission of deliverables to the appropriate FNS Office;
- plans for tracking call orders;
- timetable for processing deliverables;
- discussion of start-up activities;
- description of workflow processes;
- managing uneven workflow; and
- capability to provide continuous services throughout the length of the contract.

Resource information such as labor hours, time allocated to prepare for visit, travel to visit, conduct visit, prepare deliverable of visit, etc., must be contained in the technical proposal so that the offeror's understanding of the statement of work may be evaluated.

Reporting Requirements

- compilation, preparation and submission of monthly invoice documents;
- compilation, preparation and submission of monthly management reports;
- compilation, preparation and submission of semi-annual reports on attainment of subcontracting goals; and
- timetable for processing reports.

Use of Automation

- the offeror shall provide complete documentation in the technical proposal which demonstrates an understanding of and capability to perform the automated data processing support necessary for use in quality control, deliverable preparation, and accountability, reporting and administrative support;
- use of automation for assignments, tracking and reporting ; and
- the degree to which the proposal demonstrates a computerized accountability system, including the generation of reports, and a training manual for data entry and retrieval.

Management Oversight

- plan for managing and coordinating subcontractors, if proposed;
- how proposed subcontractors intend to manage the subcontracted aspects of the project, addressing the same areas as those noted for the prime, as appropriate;
- explanation of how the management and coordination of subcontractor efforts will be accomplished, if appropriate.

Overall Understanding

- evidence of understanding of the complexities of the project;
- detailed description of ability to strictly meet all requirements of the contract; and
- detailed explanation of understanding of scope of work and procedures to be followed in performing the work.

Required Attachments

The offeror shall provide a sample site review report (deliverable) which demonstrates skill in performing the task and that presents the offeror's proposed packaging and format, including an example of the technical quality of the offeror's photographs.

Offeror shall provide a sample photo ID which identifies the individual reviewer, the prime contractor, and the project.

Possible Additional Attachments

Maps, flow charts, mock ups, etc.

(iii) **Chapter Two: Resource Utilization Plan - 10 page limit**

Chapter Contents

This chapter should include an explanation of how the offeror intends to provide the physical resources and technical expertise necessary to perform the work. A complete discussion of the proposed organizational structure and staffing should include the following areas.

Organizational Capabilities

The offeror must provide a complete description of its organizational structure and capabilities to complete the project, including a discussion of the offeror's present or proposed facilities and list of equipment which will be used to perform the work. The offeror shall indicate whether the facilities and equipment are currently in its possession or when they will be acquired. Such discussion may include: office space, computer hardware and software, printers, copiers, fax machines, communications technology (email, voicemail) etc.

Staffing Plan

Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar projects. The offeror's proposed Staffing Plan must include information, such as a position description, on the roles and responsibilities of all proposed staff (including on-site store review staff, quality assurance reviewers, office staff and managers). The approximate percentage of time each individual will be available for this project must be included. The offeror's technical proposal should indicate the number of proposed staff hours for each of the individuals, which will be allocated to this project. The offeror must provide a complete proposed Staffing Plan, including the identification of key staff for all positions. The technical proposal must include a list of names and proposed duties of proposed personnel and key subcontractor employees assigned to the project. The Staffing Plan must include a discussion of the functions and experience of the offeror's supervisor or manager designated to serve as the Contractor's Liaison for each Region. The offeror's Staffing Plan must include a discussion of how a fully qualified staff will be maintained at all times. The offeror must submit resumes for all proposed key staff who will be assigned to directly work on this project. Their resumes should be included and should contain information on education, background, work experience, and related technical accomplishments.

Offeror shall provide information on the personnel who will be

assigned to directly work on this project, including the composition of the staff, qualifications, and recent experience with similar projects.

- defined organizational structure
- key staff with requisite background/experience identified
- adequate number of available, qualified staff
- recruiting and selecting reviewers/subcontractors
- timing of hiring of review staff
- maintaining adequate staffing levels, retaining qualified staff
- administrative support
- reviewer coverage of region
- level of supervision of reviewers
- duties and responsibilities assigned to key staff
- duties and responsibilities of Contractor Liaison
- amount and percent of time for management oversight
- experience of management staff
- experience of review staff

There must be a stated understanding that no business or marketing can take place with store personnel at time of visit.

Subcontractor Information

The offeror must also provide complete information on proposed work to be performed by subcontractors (if any). The offeror should also submit information on the organizational capability (including review staff), including available facilities and equipment, of each of its proposed subcontractors (if any).

The offeror should include information on contingency plans to successfully complete the store visits in a timely manner in the case a subcontractor is found by either FNS or the Contractor to be performing unacceptable work. The offeror should include information on how the proposed subcontractor(s) intend to staff their share of the work requirement. The offeror should include information on subcontractor(s) key staff, including resumes, proposed roles and responsibilities of key staff, and how the subcontractor(s) intend to maintain a fully qualified staff at all times.

Possible Attachments

Lists, flow charts, resumes, position descriptions, etc.

(iv) **Chapter Three: Training Plan - 5 page limit**

Chapter Contents

The offeror should submit a comprehensive Training Plan as part of its technical proposal that addresses: (1) plans for participation by key staff in the FNS-sponsored training sessions; (2) plans for training staff of both the prime contractor and sub-contractors for (a) initial training (b) refresher and maintenance training; and (3) plans for training new hires. The offeror's proposal should also include information on how any proposed subcontractors plan to train staff, including initial and refresher/ maintenance training and training plans for new hires. Discussion should include the method of training; content of training; timing, duration and frequency of training; training plans for various positions (on-site reviewers, quality control staff, office staff, etc.); and evaluation methodology. The offeror should also note previous experience with training field staff and measures of success.

Discussion should include preparation to carryout a visit, performing a visit, and preparing the report following a visit. Offeror shall provided an outline of a training manual which covers all activities that on-site review staff will use in the performance of this contract.

Possible Attachments

List of proposed attendees at FNS-training sessions, outline of training content, etc.

Information should include: Identification of the relevant experience of the firm(s) to be subcontracted; the

(V) **Chapter Four: Past Performance - 4 page limit**

Chapter Contents

For specific information required, see Section L-12, Past Performance and Systemic Improvement.

Past performance information is one indicator of an offeror's ability to perform the contract successfully. Past performance information will be used for both responsibility determinations and as a technical evaluation factor.

The technical proposal must provide the general background, experience and qualifications of the offeror, and any subcontractor(s). A description of experience with the same, similar and/or related contracts and/or subcontracts should be included and each contain information on the customer for which the work was performed. Special note should be made of similar or

related projects performed for the Government, including documentation with reference to the appropriate contract, giving names and telephone numbers of the contracting and project officers; and any contacts for any subcontractors supervised. Evaluation of past performance will be based on information obtained from a list of past contracts (Federal, State, and local government, and private) provided by the offeror, as well as any information obtained by FNS from any other sources.

The proposal should provide clear evidence of the offeror's demonstrated ability to successfully perform the work. The degree to which the offeror's past performance record demonstrates the offeror's ability to perform on the proposed contract, (i.e. considering the scope of work (volume, geographic area, dollar value, timeframes); ability to meet technical requirements: level of complexity and technical detail involved in work; ability to deliver timely, accurate and complete, quality products; ability to meet schedules; experience training/supervising field staff; etc.). The discussion of performance should include accountability, quality control, and security.

Subcontractor Relations

The discussion of performance should also include working relationships with any subcontractors, especially experience working with the subcontractor proposed. Such discussion should include the level of cooperation and effectiveness attained, and note any disruptions and/or complaints and how they were handled and resolved.

Subcontractor Performance

The offeror's proposal should also include past performance information for all proposed subcontractors that will be performing any store visits.

Possible Attachments

Specific past performance information, past performance ratings, etc.

Offerors are requested to submit an original and 4 copies of past performance information prior to submission of the complete technical proposal to facilitate investigation of references. Therefore, Chapter Five, Past Performance, should be submitted no later than **(2 weeks prior to RFP deadline)**. Offerors that submit past performance information prior to submission of the full technical proposal may still submit additional past performance information with the technical proposal. Offerors will not, however, be penalized if past performance information is not

submitted by the above deadline but is, instead, submitted with the full technical proposal by the RFP closing date.

(c) Business Proposal Instructions

General Requirements. To reduce subsequent requests to offerors for additional data to support proposed costs or prices, the following information is required:

For each of the contract years (base and four option years), the Offeror shall submit a pricing schedule (see **Attachment B**, Pricing Tables) which includes Unit Prices (Price Per Visit) for Alt. 1, Alt. 2, and Alt. 3 (as described in Section B-1) and a Total Estimated Price for Part A (New Authorization Visits) and Part B (Reauthorization Visits). The offeror may use the price chart in Section B-1 as a guideline.

In addition, the offerors' pricing tables shall include columns for **Weighted Unit Price¹** and **Evaluated Total Price** for Parts A and B for each contract year. The Weighted Unit Price and Evaluated Total Prices are calculated as follows:

Weighted Unit Price = [(2 X ALT. 1) + ALT. 2 + ALT. 3]/3

Evaluated Total Price = Weighted Unit Price x Estimated # of Visits

For purpose of this solicitation, all cost associated with travel should be included in the unit prices and should be based on travel to Chicago, IL or Alexandria, VA for Task 1.1.

Offerors shall include in the Business Proposal all certifications and required financial information and other business-related information specified in Section K and Section L of this RFP. Offerors shall also include in the Business Proposal the following information:

- A description of the items to be furnished by proposed subcontractors.
- Identification of proposed subcontractors and an explanation of why the proposed subcontractors were selected, including the extent of competition obtained.
- The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule.
- Identification of the type of subcontract to be used.

¹ Weighted Unit Price and Evaluated Total Price are for Government evaluation purposes only.

Offerors shall briefly describe organization policies in the following areas (published policies may be furnished):

- Salary increases to include:
 - Merit
 - Cost of Living
 - General
- Travel policy, including subsistence rates

Offerors that lack Government-approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.

Additionally, offerors shall provide the following data:

- CPA certified balance sheet, profit/loss statement and statement of retained earnings covering each of the offeror's last three (3) annual accounting periods.
- Financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- Name, location and internal company pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

The Offeror shall provide information on corporate experience, including the most recent financial statement showing capital, assets and liabilities. Identify the firm that prepared the financial statement.

L-5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an **INDEFINITE DELIVERY-INDEFINITE QUANTITY** (with fixed price ordering units) type contract resulting from this solicitation.

L-6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General

Accounting Office (GAO) shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, USDA, Food and Nutrition Service, Contract Management Branch, Room 228, 3101 Park Center Drive, Alexandria, VA 22302.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the (GSBCA) or within one day of filing a protest with the GAO.

L-7 INQUIRIES (AGAR 452.204-71) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact the Contracting Officer or Contract Specialist issuing the solicitation about any aspect of this requirement prior to contract award.

L-8 SPECIAL INSTRUCTIONS, CONDITIONS, AND NOTICES

These instructions and additional information are provided to assist potential offerors in preparation of their technical and business proposals.

- a. To assist Offerors in understanding the area of geographic coverage of the FNS Field Offices, **Attachment A** is a Field Office Directory that identifies, by county, the area(s) serviced by each Field Office. The Directory reflects the FNS field organization as of October 2001. While FNS is unaware of any substantial changes since that time, the document is subject to change.
- b. Deliverables must be submitted in a format that allows for ease of review, and recognizes limited storage capacity in Field Offices. The Offeror must include in its proposal a sample deliverable that presents the Offeror's proposed packaging and format. Photographs should provide an example of the technical quality of the Offeror's photographs.
- c. Offerors shall include in its fixed store visit price all costs (inclusive of fee or profit, overhead, travel expenses including toll fees and parking charges, and any needed equipment, on-going recruitment and training costs, supplies, and/or materials) associated with each store visit. Offerors shall also include costs for attending the initial Orientation and Regional/Field Office training sessions and participating in the Follow-up Training in the price per visit.

- d. Two "price per visits" (authorization and reauthorization) must be included in the business proposal. The prices should reflect the information and estimates provided in the Regional Plans. Offerors will need to provide prices for the base and four option years.
- e. Contractor must agree to conduct work in all parts of the defined territory. Contractor understands that some stores will be located in distant parts of agreed territory and some stores will be located in high-crime neighborhoods. Contractor warrants that they are prepared and able to make observations on any store in the specified territory. Contractor warrants that they are prepared for the possibility of verbal and/or physical threats to staff and have appropriate procedures in place to ensure staff safety when visits are made in remote areas and high-crime neighborhoods. **Contractor may not refuse to attempt to visit any store specified by FNS.**
- f. Contractor staff may not conduct visits to stores owned or operated by family members or at which family members may be employed. Family member is defined as a grandparent, parent, spouse, children, or sibling.
- g. Proposals will be solicited to perform contract services in one or more of the seven FNS Regions. The Northeast, Mid-Atlantic, Midwest, Southwest and Western regions will be competitive small business set-aside. The Southeast region will be HubZone set-aside. The Mountain Plain Region will be Full and Open.
- h. If offerors are interested in proposing on more than one region, Offerors must submit separate Technical and Business proposals for each region. However, the Government may elect to combine regions into one contract, if an offeror is selected for award in more than one region.
- i. Please be advised that in addition to one region being competed as full and open other regions are set aside for small business and Hubzone concerns as follows:
 - (1) **PARTIAL SMALL BUSINESS SET ASIDE** - The following region are 100% Set-Aside for Small Business, **Northeast Region, Mid-Atlantic Region, Mid-West Region, Southwest Region, and Western Region.** Offers submitted for this Region by other than small business will not be considered. The North American Industry Classification System (NAICS) Code applicable to this set aside is 561990 and the small business size standard or criteria

is \$6.0 Million.

(2) HUB-ZONE SET ASIDE - The **Southeast Region** is 100% Set-Aside for HUB-ZONE Business Concerns. The following clause is applicable to the Southeast Region

52-219-3, Notice of Total HubZone Set Aside (see section I-15)

(3) FULL AND OPEN COMPETITION - The **Mountain Plans Region** is solicited for full and Open Competition. The following clauses are applicable to the Mountain Plans Region.

52-244-2, Subcontracts (see section I.10)

SMALL DISADVANTAGED BUSINESS PRICE PREFERENCE EVALUATION CREDIT - This solicitation contains provisions and clauses required under the new Small Disadvantaged Business (SDB) Reform. If you are a small disadvantaged business proposing as a prime contractor you must be certified as such by the Small Business Administration (SBA) or have submitted a completed application (See K-12 Small Disadvantage Business Status). Moreover, there are special provisions and clauses for SDB's to obtain a price preference or waive the preference for technical evaluation credits. This information is also important to other business concerns because there is an evaluation factor for SDB participation, which will be assessed against all offers, except SDB concerns that take the price preference. Please pay special attention to the following provisions and clauses contained herein:

52-219-25, Small Disadvantaged Business Participation Program-Disadvantage Status and Reporting (see section I-14)

52-219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, (see section I-16)

HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) PRICE PREFERENCE EVALUATION CREDIT - This solicitation contains provisions and clauses required under the Hubzone Act of 1997 (15 u.s.c. 631)(a) Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA) in accordance with 13 CFR part 126. (b) If the

SBA determines that a concern is a qualified HUBZone small business concern, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet website at <http://www.sba.gov/hubzone>. A firm on the list is eligible for HUBZone program preferences without regard to the place of performance. The concern must appear on the list to be a HUBZone small business concern. (c) A joint venture (see 19.101) may be considered a HUBZone small business if the business entity meets all the criteria in 13 CFR 126.616. Moreover, there are special provisions and clauses for HUBZone's to obtain a price preference.

52-219-4, Notice of Price Evaluation Preference for HUBzone Small Business Concerns (see section I-17)

***SEE ATTACHMENT "B" FOR A LIST OF STATES THAT FALL UNDER EACH REGIONAL OFFICE**

L-9 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages (unless otherwise notified). Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L-10 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and four (8) copies
- (b) Technical Proposal - one (1) original and four (8) copies
- (c) Business Proposal - one (1) original and four (8) copies

In addition to the requirements above, the offeror is required to submit a complete copy of the narrative portions of the technical and business proposals on a 3-1/2" diskette noting the software and version on a label affixed to the diskette. Should the technical and/or business proposals be modified during the negotiation process requiring resubmission of the proposal(s), a revised diskette is also required to be submitted noting on the label; file name, software/version and date revised. The offeror's proposal shall be prepared using type no smaller than Courier 12

pitch type.

L-11 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70)
(SEP 2001)

This solicitation includes the following set-aside and/or size standard criteria:

- (a) Percent of the set-aside: [90%]
- (b) Type of set-aside: [Small Business]
- (c) Small business size standard or other criteria: [\$6.0M]
- (d) Standard Industrial Classification (SIC) Code: [7389]
- (e) North American Industry Classification System (NAICS) Code: (561990)

L-12 PAST PERFORMANCE AND SYSTEMIC IMPROVEMENT

An assessment will be made of the risk associated with the offeror's ability to perform on the proposed contract, i.e. to meet technical requirements, deliver quality products and meet cost and schedule demands.

Past performance information shall be provided regarding the Contractor's performance under other contracts, including government contracts. For all contracts listed the offeror shall provide the general contract information listed below. Past performance information shall take into consideration the Contractor's record of conforming to specifications and to standards of good quality; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's record of forecasting costs on previously performed projects; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction. If problems existed in previous contracts, the offeror shall provide evidence that current management principles or other actions taken will demonstrate clear and evident systemic improvement on past performance.

Offerors shall identify contracts, including all FNS studies, that are of a similar nature to this procurement and discuss their performance in terms of producing acceptable products within budget and established time constraints.

Specifically, past performance should be based on the contractor's most recent 5 years of business experience. A list of all contracts exceeding \$100,000 for similar services for the most recent 5 years of business experience shall be provided and include:

- (1) Name/Nature of contract
- (2) Contracting organization's name and address
- (3) Brief description of contract
- (4) Contract number
- (5) Dollar value of contract
- (6) Contract period of performance
- (7) Current name, phone and fax numbers of Contracting Officer
- (8) Current name, phone and fax numbers of Project Officer and/or Technical Representative

Newly Formed Entities

Newly established firms shall provide for consideration as much information as is available. Offerors that are newly formed entities without prior contracts may list the contracting or subcontracting experience of its key personnel. Offerors without prior contracts may also provide past performance references for companies or subsidiaries or divisions of companies that they have acquired in the past three years. Offerors providing such information must explain the extent to which the integrity of the acquired units has maintained since the acquisition (i.e. key personnel retained, key assets have not been sold or otherwise transferred, etc.). In the event that an offeror does not have a record of relevant past performance or if there is no information on past performance available, the offeror will receive a neutral rating (i.e. not favorable or unfavorable) on the past performance criterion.

L-13 PRE-PROPOSAL CLARIFICATIONS

Offerors are advised that the terms of the solicitation and specifications may be clarified or amended in writing by the Contracting Officer.

All specific questions to be answered must be submitted in writing to the Contracting Officer and received by the Contracting Officer by a date to be determined. Questions can be mailed, faxed or e-mailed to the following address, facsimile number or e-mail address.

a. Mailing address:

USDA, Food and Nutrition Service
Contract Management Branch, Room 228
Attn: Leonard Green
3101 Park Center Drive
Alexandria, VA 22302-1500

b. Facsimile Number:

(703) 305-2071

c. e-mail address:

leonard.green@fns.usda.gov

You may also contact the Contract Specialist Ms. Laura Hinshaw at the above address or e-mail: laura.hinshaw@fns.usda.gov

L-14 SUBMISSION OF ALTERNATE PROPOSALS

Offerors may submit alternate technical and business proposals for this procurement. However, any offeror submitting an alternate proposal must also submit a proposal, which responds to the specific terms of the RFP. Any alternate proposal submitted must be clearly marked as an alternate proposal. Any alternate proposals may be considered if overall performance of the work would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals will be subject to the same evaluation criteria, set forth in Section M of the RFP, as any other proposals submitted.

Offerors submitting alternate proposals do so at their own risk. The Government shall determine whether or not to evaluate an alternate proposal. The Government reserves the right to make award based on an alternate proposal. (ALSO SEE SECTION L-2(C) (9))

L-15 INSTRUCTIONS FOR QUANTITY VARIANCE CONSIDERATION

The Quantity Variance Consideration clause, as it appears in H-5, is designed to protect the contractor and the Government in the event that the actual number of store visits ordered ends up being substantially different from the estimates given in Section B of this solicitation, which are the Government's best estimates at this time.

Therefore, FNS has required offerors to propose three separate unit prices (Price per Visit) for Parts A and B for each year: One for the case where a final order is within a range of 30% of the estimate, two for the case where the order is greater than 130% of the estimate and three for the case where the order is less than 70% of the estimate for that line item.

NOTE: For purposes of evaluating price, a weighted average of all three unit prices will be calculated with the "middle band"

(or Alt. 1) unit price being given twice the weight of either of the other two (individually, not combined). That Weighted Unit Price will then be applied to the estimated quantity for that program year (i.e., the Base year or Option Year 1 or 2) to determine a bottom line Evaluated Total Price for the year. Weighted Unit Prices and Evaluated Total Prices shall be calculated by the offeror and submitted as part of their business proposal (see Section L-5(c)).

L-16 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Far 52.219-23)(OCT 1998)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, 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)

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) Offers will be evaluated by adding a factor of 5% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall

be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

(___) Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

L-17 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (FAR 52.219-4) (JAN 1999)

(a) **Definition.** "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 5 percent to the price of all offers, except-

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible

- products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
 - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). (Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- (___) Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a non manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the

employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns. (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants. (f) A HUBZone small business concern non manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

NOTE: A CONCERN THAT IS BOTH A HUBZONE SMALL BUSINESS CONCERN AND A SMALL DISADVANTAGE BUSINESS CONCERN SHALL RECEIVE THE BENEFIT OF BOTH THE HUBZONE SMALL BUSINESS PRICE EVALUATION PREFERENCE AND THE SMALL DISADVANTAGE BUSINESS PRICE EVALUATION ADJUSTMENT. EACH APPLICABLE PRICE EVALUATION PREFERENCE OR ADJUSTMENT SHALL BE CALCULATED INDEPENDENTLY AGAINST AN OFFEROR'S BASE OFFER. THESE INDIVIDUAL PREFERENCE AND ADJUSTMENT AMOUNTS SHALL BOTH BE ADDED TO THE BASE OFFER TO ARRIVE AT THE TOTAL EVALUATED PRICE FOR THAT OFFER.

SECTION M - EVALUATION FACTORS FOR AWARD**M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

(FAR 52.252-1 (FEB 1998))

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):

PROVISION**NUMBER****TITLE****DATE**

52-217-5	EVALUATION OF OPTIONS	JUL 1990
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M-2 EVALUATION FOR AWARD

A. The evaluation process designed for this procurement considers both technical merit and proposed price. Initially, the offerors' technical proposal will be evaluated by a technical evaluation panel (TEP) in accordance with the evaluation criteria stated in M-2(E) below. The Contracting Officer will then review offerors' price proposals and, after considering

both technical merit and proposed prices, establish the competitive range.

- B. Negotiations may be conducted with those offerors judged to be within the competitive range after completion of the process described in M-2(A) above. Negotiations will be conducted to the extent deemed necessary by the Government, however the Government intends to make award based on initial offers.
- C. After negotiations are completed and Best and Final Offers received, the Agency will evaluate competitive range offerors' technical proposals, inclusive of the original technical proposal, responses to any oral and/or written technical discussion questions, and technical aspects of any best and final offer in accordance with the stated technical evaluation criteria included in M-2(E) below. The Agency will conduct a thorough review of the evaluation of technical merit of each proposal AND offerors' business/pricing proposals.
- D. Paramount consideration shall be given to the evaluation of technical proposals rather than cost or price. However, award will be made to the offeror whose offer represents the combination of technical merit and cost most favorable to the Government. As proposals become more equal in their technical merit, the evaluation of cost or price becomes more important. As proposals become essentially equal in their technical merit, cost or price alone may become the determining factor.
- E. The following criteria will be used with each consideration, weighted as indicated:

EVALUATION FACTORS

EVALUATION FOR AWARD

The award will be made to the offeror who's proposal represents the combination of technical merit and cost most favorable to the Government.

TECHNICAL EVALUATION CRITERIA

The following criteria will be applied in the technical evaluation of proposals, with each criterion having the scoring weight indicated (maximum possible score - 90 points)*

CRITERION

MAXIMUM POINTS

- | | |
|---|------------------|
| 1. Management Plan - (Ref. Section L-4(b)(ii)) | 25 points |
|---|------------------|

SUB

20 points

The quality of the proposed plans for project management, for initial implementation and on-going management, including such areas as the approach to effectively managing sub-contractor(s), geographic differences, ensuring timely and quality products, and meeting reporting requirements.

5
pointsSUB

Sample deliverable.

2. Resource Utilization Plan

20 points

(Ref. Section L-4 (b) (iii))

The likelihood that the offeror's proposed organizational plan, including the proposed structure, staffing and recruitment plans of any proposed subcontractor(s) will ensure timely products of high quality and effectively meet reporting requirements.

3. Training Plan (Ref. Section L-4 (b) (iv))

20 points

The likelihood that the offeror's proposed training plan for initial and on-going training will ensure a continuous well-trained and knowledgeable staff, including new hires, for all aspects of contract performance.

4. Small Disadvantaged Business Participation*(Ref. Section L-16)

5 points

The extent to which the offeror utilizes (either as prime or sub-contractor) Small Disadvantaged Business (SDB) concerns as demonstrated by specific identification of SDB concerns, commitment to use SDB concerns and participation of SDB concerns in terms of the value of the total acquisition.

5. HUBZone Small Business Participation * (Ref. Section l-17)

5 points

The extent to which the offeror utilizes (either as prime or sub-contractor) HubZone Small Business concerns as demonstrated by specific identification of HUBzone Small Business concerns, commitment to use HUBzone Small Business concerns and participation of HUBZone Small Business concerns in terms of the value of the total acquisition.

6. Past Performance (Ref. Section L-4 (b) (v))

25 points

The extent to which the offeror has submitted clearly

documented information, including references, that provides convincing evidence of the offeror's and proposed subcontractor's successful completion of projects of similar type and magnitude of work.

*** This criterion shall only be considered in the evaluation of proposals for the Mountain Plains Region (Full and Open Competition). Therefore, the maximum possible score (100%) for the Mountain Plans Region will be 100 points and all other regions will be 90 points. .**

*** NOTE: A CONCERN THAT IS BOTH A HUBZONE SMALL BUSINESS CONCERN AND A SMALL DISADVANTAGE BUSINESS CONCERN SHALL RECEIVE THE BENEFIT OF BOTH THE HUBZONE SMALL BUSINESS PRICE EVALUATION PREFERENCE AND THE SMALL DISADVANTAGE BUSINESS PRICE EVALUATION ADJUSTMENT. EACH APPLICABLE PRICE EVALUATION PREFERENCE OR ADJUSTMENT SHALL BE CALCULATED INDEPENDENTLY AGAINST AN OFFEROR'S BASE OFFER. THESE INDIVIDUAL PREFERENCE AND ADJUSTMENT AMOUNTS SHALL BOTH BE ADDED TO THE BASE OFFER TO ARRIVE AT THE TOTAL EVALUATED PRICE FOR THAT OFFER.**

Supplement to Attachment A

Contracted visits are not made in all States and Territories. The following ARE included under these contracts:

More information is available at the FNS Regional Office web page
<http://www.fns.usda.gov/cga/Contacts/FieldOffices/default.htm>

Mid-Atlantic Region

Delaware
District of Columbia
Maryland
New Jersey
Pennsylvania
Virginia
Virgin Islands
West Virginia

Midwest Region

Illinois
Indiana
Michigan
Minnesota
Ohio
Wisconsin

Mountain Plains Region

Colorado
Iowa
Kansas
Missouri
Nebraska

Northeast Region

Connecticut
Maine
Massachusetts
New York
New Hampshire
Rhode Island
Vermont

Southeast Region

Alabama
Florida
Georgia
Kentucky
Mississippi
North Carolina
South Carolina
Tennessee

Southwest Region

Arkansas
Louisiana
New Mexico
Oklahoma
Texas

Western Region

Arizona
California
Hawaii
Guam
Idaho
Oregon
Washington

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Mid-Atlantic Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	1,363		954	1,772	
Part B, Reauth Visits	<u>2,317</u>		<u>1,622</u>	<u>3,012</u>	
Total	3,680	920	2,576	4,782	5520
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	1,534		1,074	1,994	
Part B, Reauth Visits	<u>2,481</u>		<u>1,737</u>	<u>3,225</u>	
Total	4,015	1004	2,811	5,219	6023
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	1,534		1,074	1,994	
Part B, Reauth Visits	<u>2,382</u>		<u>1,667</u>	<u>3,097</u>	
Total	3,916	979	2,741	5,091	5874
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	1,534		1,074	1,994	
Part B, Reauth Visits	<u>2,462</u>		<u>1,723</u>	<u>3,201</u>	
Total	3,996	999	2,797	5,091	5993
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	1,534		1,074	1,994	
Part B, Reauth Visits	<u>2,462</u>		<u>1,723</u>	<u>3,201</u>	
Total	3,996	999	2,797	5,091	5993

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Mountain Plains Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	360		252	468	
Part B, Reauth Visits	<u>672</u>		<u>470</u>	<u>874</u>	
Total	1,032	256	722	1,342	1548
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	405		284	527	
Part B, Reauth Visits	<u>756</u>		<u>526</u>	<u>983</u>	
Total	1,161	290	810	1,510	1742
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	405		284	527	
Part B, Reauth Visits	<u>756</u>		<u>526</u>	<u>983</u>	
Total	1,161	290	810	1,510	1742
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	405		284	527	
Part B, Reauth Visits	<u>756</u>		<u>526</u>	<u>983</u>	
Total	1,161	290	810	1,510	1742
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	405		284	527	
Part B, Reauth Visits	<u>756</u>		<u>526</u>	<u>983</u>	
Total	1,161	290	810	1,510	1742

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Midwest Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	1,734		1,214	2,254	
Part B, Reauth Visits	<u>1,631</u>		<u>1,142</u>	<u>2,120</u>	
Total	3,365	841	2,356	4,374	5094
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	1,927		1,349	2,505	
Part B, Reauth Visits	<u>1,861</u>		<u>1,303</u>	<u>2,419</u>	
Total	3,788	948	2,652	4,924	5685
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	1,913		1,339	2,487	
Part B, Reauth Visits	<u>1,997</u>		<u>1,398</u>	<u>2,596</u>	
Total	3,910	978	2,737	5,083	5868
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	1,900		1,330	2,470	
Part B, Reauth Visits	<u>2,016</u>		<u>1,411</u>	<u>2,621</u>	
Total	3,916	969	2,741	5,091	5813
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	1,940		1,358	2,522	
Part B, Reauth Visits	<u>1,934</u>		<u>1,354</u>	<u>2,514</u>	
Total	3,874	968	2,712	5,036	5514

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Northeast Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	2,080		1,456	1,456	
Part B, Reauth Visits	<u>2,080</u>		<u>2,704</u>	<u>2,704</u>	
Total	4,160	1040	4,160	4,160	6242
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	2,340		1,638	3,042	
Part B, Reauth Visits	<u>2,340</u>		<u>1,638</u>	<u>3,042</u>	
Total	4,680	1171	3,276	6,084	7025
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	2,340		1,638	3,042	
Part B, Reauth Visits	<u>2,340</u>		<u>1,638</u>	<u>3,042</u>	
Total	4,680	1171	3,276	6,084	7025
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	2,340		1,638	3,042	
Part B, Reauth Visits	<u>2,340</u>		<u>1,638</u>	<u>3,042</u>	
Total	4,680	1171	3,276	6,084	7025
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	2,340		1,638	3,042	
Part B, Reauth Visits	<u>2,340</u>		<u>1,638</u>	<u>3,042</u>	
Total	4,680	1171	3,276	6,084	7025

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Southeast Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	2,769		1,938	3,600	
Part B, Reauth Visits	<u>2,980</u>		<u>2,086</u>	<u>3,874</u>	
Total	5,749	1437	4,024	7,474	8622
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	3,137		2,196	4,078	
Part B, Reauth Visits	<u>3,362</u>		<u>2,353</u>	<u>4,371</u>	
Total	6,499	1625	4,549	8,449	9749
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	3,114		2,180	4,048	
Part B, Reauth Visits	<u>3,362</u>		<u>2,353</u>	<u>4,371</u>	
Total	6,476	1619	4,533	8,419	9716
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	3,137		2,196	4,078	
Part B, Reauth Visits	<u>3,451</u>		<u>2,416</u>	<u>4,486</u>	
Total	6,588	1647	4,612	8,564	9884
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	3,114		2,180	4,048	
Part B, Reauth Visits	<u>3,362</u>		<u>2,353</u>	<u>4,371</u>	
Total	6,476	1619	4,533	8,419	9716

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Southwest Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	1,362		953	1,771	
Part B, Reauth Visits	<u>1,772</u>		<u>1,240</u>	<u>2,304</u>	
Total	3,134	783	2,193	4,075	4700
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	1,532		1,072	1,992	
Part B, Reauth Visits	<u>1,999</u>		<u>1,399</u>	<u>2,599</u>	
Total	3,531	881	2,471	4,591	5288
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	1,532		1,072	1,992	
Part B, Reauth Visits	<u>1,982</u>		<u>1,387</u>	<u>2,577</u>	
Total	3,514	881	2,459	4,569	5288
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	1,532		1,072	1,992	
Part B, Reauth Visits	<u>1,995</u>		<u>1,396</u>	<u>2,593</u>	
Total	3,527	881	2,468	4,585	5288
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	1,532		1,072	1,992	
Part B, Reauth Visits	<u>1,986</u>		<u>1,390</u>	<u>2,582</u>	
Total	3,518	881	2,462	4,574	5288

Attachment B

FOOD STAMP PROGRAM STORE VISIT CONTRACT

Annual Total Projections for the Western Region

<u>Contract Term/Visit Type</u>	<u>Estimated Visits</u>	<u>Minimum Total Visits</u>	<u>70 Percent Alternate</u>	<u>130 Percent Alternate</u>	<u>Maximum Total Visits</u>
Base Year (9/30/04-09/29/05)					
Part A, New Auth Visits	1,722		1,240	2,304	
Part B, Reauth Visits	<u>2,134</u>		<u>1,494</u>	<u>2,774</u>	
Total	3,856	964	2,734	5,078	5786
Option Year 1 (9/30/05-9/29/06)					
Part A, New Auth Visits	1,926		1,348	2,504	
Part B, Reauth Visits	<u>1,946</u>		<u>1,362</u>	<u>2,530</u>	
Total	3,872	968	2,710	5,034	5808
Option Year 2 (9/30/06-9/29/07)					
Part A, New Auth Visits	1,960		1,372	2,548	
Part B, Reauth Visits	<u>2,966</u>		<u>2,076</u>	<u>3,856</u>	
Total	4,926	1232	3,448	6,404	7391
Option Year 3 (9/30/07-9/29/08)					
Part A, New Auth Visits	1,901		1,331	2,471	
Part B, Reauth Visits	<u>4,350</u>		<u>3,045</u>	<u>5,655</u>	
Total	6,251	1563	4,376	8,126	9377
Optional Year 4 (9/30/08-9/29/09)					
Part A, New Auth Visits	1,976		1,383	2,569	
Part B, Reauth Visits	<u>3,500</u>		<u>2,450</u>	<u>4,550</u>	
Total	5,476	1369	3,833	7,119	8214

Attachment B

TOTAL VISIT ESTIMATES

	2005	2006	2007	2008	2009
MARO					
Caribbean	34	38	38	38	38
Charleston	560	630	630	630	630
Philadelphia	1000	1125	1125	1125	1125
Pittsburgh	296	333	333	333	333
Richmond	308	347	347	347	347
Towson	456	513	513	513	513
Trenton	1026	1030	931	1010	1010
TOTALS	3680	4015	3916	3995	3995
MPRO					
Des Moines	160	180	180	180	180
Denver	208	234	234	234	234
Kansas City	504	567	567	567	567
Nebraska	52	58	58	58	58
Wichita	160	180	180	180	180
TOTALS	1084	1219	1219	1219	1219
MWRO					
Madison	173	194	194	194	184
Indianapolis	324	365	365	365	365
Cleveland	228	257	257	302	257
Chicago	958	1022	1052	1052	1052
Springfield	176	209	383	340	383
Grand Rapids	336	369	360	351	351
Detroit	464	527	527	540	540
Cincinnati	198	243	203	155	155
Columbus	228	285	252	257	270
St. Paul	283	319	319	319	383
TOTALS	3396	3790	3912	3875	3676

	2005	2006	2007	2008	2009
NERO					
NY City	2460	2768	2768	2768	2768
NY Upstate	620	698	698	698	698
VT/NH	140	158	158	158	158
Connecticut	260	293	293	293	293
MA/RI	500	563	563	563	563
Maine	180	203	203	203	203
TOTALS	4160	4683	4683	4683	4683

SERO					
Alabama	560	630	630	630	630
Florida	1520	1710	1710	1710	1710
Georgia	720	810	810	810	810
Kentucky	680	698	698	698	698
Mississippi	392	540	518	630	518
N. Carolina	672	756	756	756	756
S. Carolina	532	599	599	599	599
Tennessee	672	756	756	756	756
TOTALS	5748	6499	6477	6589	6477

SWRO					
Austin	696	783	783	783	783
Baron Rouge	528	594	594	594	594
Dallas/NM	687	773	773	773	773
Houston	512	576	576	576	576
Little Rock	326	367	367	367	367
Oklahoma City	384	432	432	432	432
TOTALS	3133	3525	3525	3525	3525

	2005	2006	2007	2008	2009
WRO					
Arizona	198	175	222	344	277
California	2413	2392	3305	4577	3580
Guam	64	81	91	109	77
Hawaii	135	183	228	256	187
Idaho	58	59	59	49	75
Nevada	100	87	111	162	139
Oregon	415	413	419	346	531
Washington	474	482	493	409	609
TOTALS	3857	3872	4927	6251	5476

Survey Form for FNS or Authorized Agent Use Only

U.S. Department of Agriculture - Food and Nutrition Service

October 1999 - BRD/FSP

NOTE: MARK APPROPRIATE BOXES WITH AN "X" CENTERED IN THE BOX.

Field Office: _____ County: (store location) _____
 Visit Type: New Authorization Reauthorization Authorization Number → _____

GENERAL STORE INFORMATION

Store Name: Provided by FO: _____
 Posted: _____

Owner's Name: Provided by Field Office: _____
 Provided by Store Personnel: _____ Did not know

If new owner:—date new ownership began, or length/period of current ownership _____ Did not know

Address of Store: _____

City/State/Zip: _____

Location/Direction: (Confirm if provided by FO, or Complete, including note of cross streets): _____

Hours of Operation: Provided by FO: _____
 Posted, or Verbally Provided Indicate below "a.m." or "p.m." and days of operation, or
 "7days/week" (or write "Same" if same as above): _____

Circle the Language of the Letter of Introduction/Consent Form which was Provided to Store Personnel:

English Spanish Chinese Korean Vietnamese Arabic Russian Other _____

Not Provided—(Explain in Comments Section)

GENERAL STORE CHARACTERISTICS (Mark all that apply)

Description of Area: Urban Suburban Rural Other _____

Description of Location: Residential Commercial Industrial Other _____

Approximate distance from store to closest supermarket _____ Unknown/Did Not Observe

Placement of Store: Freestanding Shopping Center/Mall Food Market Stall/Booth
 Other _____

Signs of Excessive Trash/Vandalism Outside of Store: No Yes

Description of Customer Parking Access: Parking Lot Street Parking

Retail only, or Both Wholesale & Retail Sales—If Both Wholesale/Retail Sales, is there a separate entrance for
 retail sales customers: No Yes—If Yes, where?: Front Side Rear

Food Stamp Benefits Accepted Sign: No Yes Food Stamp Anti-fraud Sign: No Yes

Shopping Carts Available: No Yes Shopping Baskets Available: No Yes

Total Number of Cash Registers/Check-out Stations: _____
 (If none, only Adding Machines and/or Calculators?: No Yes)

Number of Point-of-Sale Devices: _____ Optical Scanners: No Yes

Type of Price Displays: Prices Displayed on Shelves Prices Marked on Individual Items Prices Not Displayed

Store Name: _____

DESCRIPTION OF STORE/TYPE OF BUSINESS (Mark only one)

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Med/Sm Grocer | <input type="checkbox"/> Supermarket | <input type="checkbox"/> Specialty Food (meat, fish, bakery) | <input type="checkbox"/> General Store |
| <input type="checkbox"/> Grocery/Gas Station | <input type="checkbox"/> Produce Stand | <input type="checkbox"/> Health/Natural Food Store | <input type="checkbox"/> Non-profit Food Co-op |
| <input type="checkbox"/> Grocery/Restaurant | <input type="checkbox"/> Multi Stall Farmers' Market | <input type="checkbox"/> Specialty Route (milk, bread, produce) | <input type="checkbox"/> Wholesaler Only |
| <input type="checkbox"/> Grocery/Bar | <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Other Route | <input type="checkbox"/> Drugstore |
| <input type="checkbox"/> Other (Specify) _____ | | | <input type="checkbox"/> Military Commissary |

FOOD SERVICE INFORMATION (Mark All That Apply)

- YES NO Hot Food Sold? (Take photo of hot food and menu or get copy of the menu, if available.)
- YES NO Hot or Cold Food Sold For On-Site Consumption? (If yes, mark type of seating and take photo.)
- Chairs/Tables Counter/Booth Seating Standup Tables Other _____
- YES NO Is food that is used to prepare eat in or take out stored with foods for home preparation?
- YES NO Is equipment provided for customers to heat food in store? (microwave, toaster, etc.)

If yes, take photos of food, microwaves, signage, etc., and mark an "X" on all that apply on the next line:

- Single serve pre pack type sandwiches Single serve soups/chili/other type food Single serve pre pack type burritos/wraps/similar foods

- YES NO Is there a Deli OR Prepared Food section? (If yes, mark all that apply):
- Prices posted for meats/cheeses sold by weight Prepared Salads Prepared/made-to-order sandwiches Other refrigerated foods (e.g., casseroles, chilled cooked chicken, etc.)

- YES NO Is there a Salad Bar?
- YES NO Fountain Beverages/Hot Beverages? YES NO USDA Donated Foods?
- YES NO Meat Seafood Specials or Bundles Sold? YES NO Salvage Goods?

If yes to meat/seafood specials or bundles sold, get copy of promotional flyer or take a photo.

NON-FOOD STOCK AND SERVICES (Mark all That Apply)

(In addition to the alcohol and gasoline photographs, take a photo of the most prevalent nonfood.)

- | | | | | | |
|--|--|---|--|--------------------------------------|--|
| <input checked="" type="checkbox"/> Beer | <input type="checkbox"/> Auto parts/supplies | <input type="checkbox"/> Lottery tickets | <input type="checkbox"/> Gift items | <input type="checkbox"/> Cookware | <input type="checkbox"/> Household cleaning supplies |
| <input type="checkbox"/> Wine | <input checked="" type="checkbox"/> Gasoline | <input type="checkbox"/> Paper products | <input type="checkbox"/> Magazines | <input type="checkbox"/> Clothing | <input type="checkbox"/> Hunting/fishing equipment |
| <input type="checkbox"/> Liquor | <input type="checkbox"/> Hardware | <input type="checkbox"/> Stationery | <input type="checkbox"/> Books | <input type="checkbox"/> Pet food | <input type="checkbox"/> Health/beauty aids |
| <input type="checkbox"/> Tobacco | <input type="checkbox"/> Furniture | <input type="checkbox"/> Floral/gardening | <input type="checkbox"/> Video | <input type="checkbox"/> Pharmacy | <input type="checkbox"/> Fax/copy service |
| <input type="checkbox"/> Money Orders | <input type="checkbox"/> Check Cashing | <input type="checkbox"/> Pagers/phones | <input type="checkbox"/> Passport photos | <input type="checkbox"/> Phone Cards | <input type="checkbox"/> Other _____ |

(Explain scope of problem in the comments section.)

STORE CONDITIONS (Mark all That Apply)

- Empty coolers Moldy Coolers Poor lighting Ice crystals on frozen food
- Empty Shelves Dusty cans/packages Foul odors Expired/Outdated Foods?
- Broken coolers Faded/missing labels Dirty/unsanitary Other _____

Comments: _____

Reviewer (Print Name): _____ Signature (Original in ink): _____

Site visit, or 1st attempt: Date ____/____/____ Arrival Time _____ am/pm (circle one)

(If applicable) Re-visit, or 2nd attempt: Date ____/____/____ Arrival Time _____ am/pm (circle one)

Attachment D

Checklist for FNS or Authorized Agent Use Only
 U.S. Department of Agriculture— Food and Nutrition
 Service April 2000— BRD/FSP

Store Name: _____

Authorization #: _____

Dairy Products	1-5 Units	6-20 Units	>20 Units	F/F/R
Butter/Margarine				
Cheese (hard, soft)/Cottage				
Ice Cream/Ice Milk				
Milk/Cream				
Sour Cream/Yogurt/Dips				
Infant Formula (Animal-Milk-Based)				
Fruits	1-5 Units	6-20 Units	> 20 Units	F/F/R
Juice (Fruit or Vegetable 100%)				
Apples				
Pears				
Apricots/Peaches/Nectarines/Mangoes/Plums/ Prunes/Mixed Fruit				
Bananas/Plantains/Pineapples/Papaya/Guava/ Dates/Figs/Coconut/Coconut Milk				
Berries (blue, black, Rasp, Cran, Straw, etc.) Cherries/Grapes/Kiwi				
Melons (watermelon, honey dew, cantaloupe, etc.)				
Citrus (oranges, tangerines, grapefruit, lemons, limes, etc.)				
Vegetables				
Asparagus/Artichokes/Broccoli/Cauliflower/Brussel Sprouts/Cabbage/Sauerkraut				
Beans/Bean Sprouts/Peas/Lentils/Nut Butters/ Soy Products				
Carrots/Parsnips/Turnips/Radishes/Beets/Mixed Vege- tables				
Celery/Onion/Leeks/Mushrooms				
Corn				
Greens/Lettuce (Boston, collards, iceberg, kale, green/ red leaf, mustard, romaine, spinach, Swiss chard, etc.)				
Peppers/Bell Peppers/Avocados				
Potatoes (white, sweet, yams)				
Squash (acorn, butternut, eggplant, spaghetti, yellow, zucchini, etc.) Okra/Cucumbers/Pumpkins				
Tomatoes/Tomato Sauce				
Soup/Stew (all types)				
Infant Fruit & Veg Juices/Soy-based Formulas				

Breads and Cereals	1-5 Units	6-20 Units	> 20 Units	F/F/R
Loaf Bread (sliced, unsliced) Rolls/Buns/ Bagels/English Muffins/Biscuits/Pizza/ Pot Pies/Tortillas/Pitas				
Cakes/Muffins/Pastry/Donuts/Pie Crusts/ Pancakes/Waffles				
Breakfast Cereals (hot/cold)				
Pasta				
Rice/Barley/Millet/Rye				
Corn Meal/Grits				
Flour/Cracked Wheat/Baking Mixes				
Grain Based Snacks: Cookies/Crackers/ Chips/Pretzels/Popcorn/Stuffing Mix/Croutons/ Bread Crumbs/Granola Bars/Rice Cakes				
Infant Cereal				

Meats, Poultry, Fish	1-5 Units	6-20 Units	>20 Units	F/F/R
Beef/veal				
Lamb/Mutton/Goat				
Pork (Ham, Bacon, Sausage, etc.)				
Chicken/Turkey/Duck/Goose/ Game Birds				
Deli/Lunch Meat/Hot Dogs				
Canned/Potted Meat (beef, pork, poultry)				
Eggs				
Fish-Finned (Catfish, Cod, Flounder, Haddock, Halibut, Herring, Mackerel, Perch, Salmon, Sardines, Scrod, Sole, Snapper, Swordfish, Trout, Tuna, Turbot, Whiting, etc.)				
Fish-Shell/Misc. (Clams, Crabs, Mussels, Oysters, Scallops, Shrimp, Squid, etc.)				
Infant Meats				

Reviewer (Print Name): _____

Signature (Original in ink): _____

Site visit, or 1st attempt: Date ____/____/____

Arrival Time _____ am/pm (circle one)

(If applicable) Re-visit, or 2nd attempt: Date ____/____/____

Arrival Time _____ am/pm (circle one)

**CALL ORDER COVER LETTER
USDA FOOD AND NUTRITION SERVICE**

**Pantego Field Office
500 E. Eighth St., Room 964
Pantego, Texas 13579-**

Phone 1239875555

Fax: 1239875556

To: ContractorsRus, Inc. - SWR-09
8254 E. Busy Place Frwy., #444
Catulpa, TX 78321-

Call Order 389

Number of 6

Contractor 5559231234

Type of REAUTH

Contract 02-026

Order 7/30/2002

Return Joe Blow

Due Date: 8/29/2002

Authorized _____
FO Representative

Contractor:

A copy of this Cover Sheet must be included when deliverables are submitted to the field office. The information is helpful, but is not required to be completed when submitting deliverables:

Date Returned to _____ **Submitted** _____

No. of Deliverables _____

(If less than the full number on this call order, please indicate which ones are included by noting below or on the attached list.)

Enclosure

USDA FOOD AND NUTRITION SERVICE

Pantego Field Office

Contractor: ContractorsRus, Inc. - SWR-09

Call Order: 389

Number of Stores: 6

Order Date: 7/30/2002

Line

Due Date: 8/29/2002

1 Authorization 5609593

Owner

Name: MADDY'S COUNTRY STORE

Address: 730 SEYDLER

UPHILL, TX 77888

Phone: (830) 672-0321

Mgr James Lewis

County SEYDLER

Days/Hours of

Information:

MON-SAT 7AM-9PM SUN

12-8PM

2 Authorization 4180127

Owner

Name: JIMENEZ FOOD MARKET

Address: 311 ST LAWRENCE STREET

UPHILL, TX 77888

Phone: (830) 672-3156

Mgr Myra Lopez

County SEYDLER

Days/Hours of

Information:

7a-6p Daily

3 Authorization 2615053

Owner

Name: TWIN CEDAR DRIVE IN

Address: 805 ST ANDREW

UPHILL, TX 77888

Phone: (830) 672-5631

Mgr Malik Tufailez

County SEYDLER

Days/Hours of

Information:

7A-11P DAILY

4 Authorization 2614898

Owner

Name: CORNER STOP

Address: 1304 ST LOUIS

UPHILL, TX 77888

Phone: (830) 672-1563

Mgr Malik Tufailez

County SEYDLER

Days/Hours of

Information:

6A-10P DAILY

USDA FOOD AND NUTRITION
Pantego Field Office

Contractor: ContractorsRus, Inc. - SWR-09

Call Order: 389

Number of Stores: 6

Order Date: 7/30/2002

Line

Due Date: 8/29/2002

5 Authorization 4180585

Owner

Name: QUINTERO'S STORE

Address: 115 HWY 97

DOWNUNDER, TX 88777

Phone: (218) 666-7777

Mgr Cuatro Quintero

County GEORGES

Days/Hours of

Information:

6:30a-7p Daily

6 Authorization 4002288

Owner

Name: EURESTE'S GROCERY

Address: 419 HWY 90 EAST

WALLABY, TX 87878

Phone: (812) 777-6666

Mgr Under Eureste

County DALLAS

Days/Hours of

Information:

7:30a-7p M-Sa; 7:30a-1p Su

Name of Contractor
Address and Phone Number

INVOICE#
FNS#
INVOICE DATE:03/03/04

ATTN: Name and title preparer

TO: USDA-FOOD & CONSUMER SVS.
ACCOUNTING DIV.
3101 PARK CENTER DR., ROOM 417
ALEXANDRIA, VA 22302

DUE UPON RECEIPT

CONTRACT# REGION

TOTAL INVOICE \$36,461.15

AUTHORIZED BY:

Name and title preparer

*ADDITIONAL CONTRACT REPORTING INFORMATION

	NEW	FE	TOTALS
1. TOTAL VISIT CURRENT INVOICE	193	170	363
2. TOTAL \$ LIQUIDATION DAMAGE			\$230
3. YTD INVOICED AMOUNT			\$146,777
4. EOM # OUTSTANDING VISITS	69	254	323
5. REMAINING FUNDS IN CONTRACT			\$110,253

Field Office	New and Reauth Visits	Liquidated Damages	Subtotal
Austin			
New Auths			
CO# 541	4 @ 103.85	0.00	415.40 ✓
CO# 543	12 @ 103.85	0.00	1246.20 ✓
CO# 545	6 @ 103.85	0.00	623.10 ✓
Subtotal	22	0.00	2284.70 ✓
Re Auths			
CO# 538	12 @ 97.93	0.00	1175.16 ✓
CO# 540	9 @ 97.93	0.00	881.37 ✓
CO# 542	11 @ 97.93	0.00	1077.23 ✓
Subtotal	32	0.00	3133.76 ✓
FO TOTAL	54	0.00	5418.46
Baton Rouge			
New Auths			
CO# 633	4 @ 103.85	0.00	415.40 ✓
CO# 634	8 @ 103.85	10.00	820.80 ✓
CO# 636	4 @ 103.85	0.00	415.40 ✓
CO# 637	5 @ 103.85	0.00	519.25 ✓
CO# 638	6 @ 103.85	0.00	623.10 ✓
CO# 639	6 @ 103.85	0.00	623.10 ✓
CO# 640	10 @ 103.85	10.00	1028.50 ✓
CO# 642	8 @ 103.85	40.00	790.80 ✓
CO# 644	4 @ 103.85	0.00	415.40 ✓
CO# 645	4 @ 103.85	0.00	415.40 ✓
CO# 646	11 @ 103.85	0.00	1142.35 ✓
CO# 647	4 @ 103.85	0.00	415.40 ✓
CO# 649	5 @ 103.85	40.00	479.25 ✓
Subtotal	79	100.00	8104.15 ✓

Re Auths

CO# 628	5 @ 97.93	0.00	489.65-
CO# 629	8 @ 97.93	0.00	783.44-
CO# 635	3 @ 97.93	0.00	293.79-
CO# 643	5 @ 97.93	0.00	489.65-
Subtotal	21	0.00	2056.53 ✓

FO TOTAL	100	100.00	10160.68
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Dallas

New Auths

CO# 672	12 @ 103.85	0.00	1246.20-
CO# 673	2 @ 103.85	0.00	207.70-
CO# 674	4 @ 103.85	0.00	415.40-
CO# 675	3 @ 103.85	0.00	311.55-
CO# 676	2 @ 103.85	0.00	207.70-
CO# 679	2 @ 103.85	0.00	207.70-
CO# 681	4 @ 103.85	0.00	415.40-
CO# 683	6 @ 103.85	10.00	613.10-
Subtotal	35	10.00	3624.75 ✓

Re Auths

CO# 669	21 @ 97.93	0.00	2056.53-
CO# 670	9 @ 97.93	0.00	881.37-
CO# 671	5 @ 97.93	40.00	449.65-
CO# 677	2 @ 97.93	0.00	195.86-
CO# 678	1 @ 97.93	0.00	97.93-
Subtotal	38	40.00	3681.34

FO TOTAL	73	50.00	7306.09
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Houston

New Auths

CO# 246	13 @ 103.85	60.00	1290.05-
Subtotal	13	60.00	1290.05

Re Auths

CO# 245	30 @ 97.93	10.00	2927.90-
Subtotal	30	10.00	2927.90

FO TOTAL	43	70.00	4217.95
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Little Rock

New Auths

CO# 218	8 @ 103.85	0.00	830.80-
CO# 220	7 @ 103.85	0.00	726.95-
Subtotal	15	0.00	1557.75 ✓

Glossary

Accessory food items: foods that are not considered staple foods. Accessory foods include such items as coffee, tea, cocoa, carbonated and non-carbonated drinks, candy, condiments, and spices.

Call order: the method by which FCS will communicate work assignments to the contractor. A call order may include from 1 to 30 stores, and will be sent to the contractor via fax or electronically. The call order will include a cover sheet and a listing of the store name, address, phone number, hours of operation, owner's name, and whether the store is to be reviewed with a due date for new authorization or reauthorization.

Co-located wholesaler/retailer: wholesale and retail business operating in the same facility.

Combination foods: staple foods that contain a combination of foods from more than one staple food group. These include such items as deli salads, TV dinners, pot-pies, frozen pizzas, and soups.

Commercial area: an area containing retail stores or service establishments, business offices, wholesale distributors, or hotels or motels.

Convenience store: a compact grocery store, usually under 3,000 square feet, offering selected fast-moving convenience products. Features long hours and easy access.

EBT (Electronic Benefit Transfer): an increasingly popular way of issuing food stamp benefits. The food stamp recipient gets a plastic debit card similar to a bank card and an account where benefits are posted each month. The recipient pays for groceries with the EBT card, and the EBT computer transfers funds into the retailer's bank account.

Field Office: a unit of the USDA, Food and Consumer Service (FCS). Each Field Office covers a geographic area, usually all or part of a state. Field Office staff have responsibility for determining the eligibility of retailers to participate in the Food Stamp Program, as well as responsibility for monitoring retailers already in the program.

Food and Consumer Service: the agency of the United States Department of Agriculture (USDA) that administers the Food Stamp Program and other USDA food assistance and nutrition programs.

Food Stamp Program (FSP): a national program that provides benefits to needy households for the purchase of food in retail food stores and other authorized locations.

General store: a retail store, usually located in a small community or rural area, with 50 percent or more of sales in standard food store items, which also sells a wide variety of other merchandise such as clothing, hardware, etc.

Grocery/bar: an establishment which includes a bar for the sale of alcoholic beverages combined with a grocery.

Grocery/gas station: a gas station combined with a retail grocery.

Grocery/restaurant: a combination grocery and public eating place.

Grocery store (small or medium): a retail store which carries a full line of food, including perishables such as meat, produce, and dairy products.

Health/natural food store: a store that sells foods generally free from additives and preservatives.

Ineligible items: refers to hot foods, items marketed to be heated or eaten in the store, items not intended for human consumption, and non-food items such as paper goods, soaps, liquor, beer, tobacco, and gasoline, which are ineligible to be purchased with food stamp benefits.

Industrial area: an area containing factories, utility plants, or heavy equipment service facilities.

Military commissary: a supermarket operated for military personnel and retirees which stocks equipment, provisions and food supplies.

Multi-stall farmers' market: a combination of stands which sell agricultural products, especially fresh fruits and vegetables.

New authorization: the process of applying for initial authorization to accept food stamps, whether for a new store or a new owner of an existing store.

Non-profit food buying co-op: a retail food store owned by a consumer cooperative and operated by the corporate management or members.

Optical scanner: a device that reads bar codes (also known as UPC codes) or other labels on merchandise. Most supermarkets and many grocery stores have scanners built into the counter under a glass plate next to the cash register. Can also be light-emitting scanning wands or guns, which can be handheld or attached to the side of the cash register.

Other combination store: a limited retail market with a representative stock of merchandise, of which 40 percent or more is non-food items.

Other food store: a store not meeting the other definitions, but whose primary commodity is food.

POS (point-of-sale) device: a small machine in a store's checkout area, available for customers to pay with credit cards or debit cards (also known as ATM or cash machine cards). A POS device has a number pad and a slot through which the payment card is swiped to be read. These machines may also be used for EBT (electronic benefit transfer) purchases.

Produce stand: a single stand that sells agricultural products, especially fresh fruits and vegetables.

Reauthorization: the re-application process which FSP-authorized stores must periodically undergo when requested to do so by FCS.

Residential area: an area containing single or multi-family housing. Residential areas may also contain schools, community centers, and houses of worship.

Retail route: a store on wheels, usually with established routes, customers, products, and billing cycles. Retail routes make relatively few one-time sales. They typically sell milk, bread, produce, or other staple foods, and are most common in rural areas.

Rolling store: a store on wheels which travels from place to place carrying a variety of merchandise. Operators depend primarily on sales to occasional customers, rather than on standing orders. They typically sell an assortment of milk, bread, produce, or other staple foods.

Rural area: part of a place with a low density of houses and businesses.

Specialty food store: a food store specializing in one particular category of food, such as baked goods, fish, meats, etc., or catering to a specific dietary preference. May also carry non-food items, or other food items, but such stock is incidental to the primary specialty food.

Staple foods: foods in the four major food groups: meat, poultry, and fish; breads and cereals; vegetables and fruits; and dairy products. Staple foods also include products that combine foods from two or more food groups, such as frozen lasagna.

Suburban area: part of a place with a moderate density of homes and businesses.

Supermarket: a complete, full-line, self-service grocery store.

Trafficking: the illegal practice of exchanging food stamp benefits for cash, usually at a discount, and redeeming them from the government at full price. Exchange of food stamp benefits for firearms, ammunition, explosives or controlled substances also constitutes trafficking. Both trafficking and the sale of ineligible items divert food stamp benefits from their intended purpose.

Unit: the standard measure of quantity in which a food is marketed and sold. For packaged goods, the package is the unit. For bulk inventory, the unit is the measure used for pricing (pounds, quarts, etc.).

Urban area: part of a place with a high density of houses and businesses.

Wholesaler: a firm whose only business is the sale of eligible food and/or other products at wholesale.