

**SUBSISTENCE FROZEN POTATO SOLICITATION
SOLICITATION NO. SP0300-00-R-8908**

.....
CAUTION NOTICE
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1. **OFFERORS ARE CAUTIONED TO TAKE EXTREME CARE WHEN PREPARING PROPOSALS IN RESPONSE TO THIS SOLICITATION. ALL TERMS AND CONDITIONS SHOULD BE REVIEWED CAREFULLY. SPECIFIC DELIVERY LOCATIONS ARE LISTED IN THIS SOLICITATION.**
2. **THIS PROCUREMENT IS UNRESTRICTED. THE ACQUISITION WILL BE A NEGOTIATED PROCUREMENT UTILIZING "TRADE-OFF" SOURCE SELECTION PROCEDURES. AWARD WILL BE BASED ON FACTORS OTHER THAN COST OR PRICE ALONE. EVALUATION FACTORS FOR AWARD AND SELECTION PROCEDURES ARE CONTAINED IN FAR CLAUSE 52.212-1, "EVALUATION - COMMERCIAL ITEMS". THE GOVERNMENT WILL MAKE AN AWARD BASED ON THE OVERALL BEST VALUE TO THE GOVERNMENT CONSIDERING TECHNICAL MERITS AND PRICE.**
3. **THIS PROCUREMENT WILL UTILIZE THE "REVERSE AUCTION" BIDDING TECHNIQUE, ALSO REFERRED TO AS A "DYNAMIC PRICING EVENT". FOR ADDITIONAL INFORMATION ON REVERSE AUCTION, REFER TO THE "INFORMATION TO OFFERORS" PORTION OF THIS SOLICITATION.**
4. **ANY VENDOR WHO WISHES TO FURTHER CLARIFY OR DISCUSS THE REQUIREMENTS OF THIS SOLICITATION MAY CONTACT DIANE DISILVESTRO, CONTRACT SPECIALIST, @ (215) 737-7481, OR DENNIS STROLLE, (215) 737-5349.**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER Various	PAGE# OF 2 61	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0300-00-R8908	6. SOLICITATION ISSUE DATE 01 JUNE 2001		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DIANE DISILVESTRO		b. TELEPHONE NUMBER (No collect calls) (215) 737- 7401 39	8. OFFER DUE DATE/ LOCAL TIME 17 JULY 2001	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILA 700 ROBBINS AVE. PHILADELPHIA 19111 DSCP-HFC BLDG 6, DIR. OF SUBSISTENCE		CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE DELIVERY SCHEDULE		CODE	16. ADMINISTERED BY SAME AS BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS-CO-SEPS P.O. BOX 182317 COLUMBUS, OH 43218-6260		CODE S33150	
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is an Indefinite Quantity/Indefinite Delivery solicitation for Frozen Potato Support to Prime Vendors worldwide under contract with DSCP					
<i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			28. AWARD OF CONTRACT: REFERENCE <u>2</u> OFFER <u>DATED</u> YOUR OFFER ON SOLICITATION (BLOCK <u>1</u>), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DENNIS STROLLE		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32a. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 90000-0136
Expires: 09/30/98

30861

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS -- SF 1449
(CONTINUATION SHEET)****1. Block 8 (continued)**

Offer Due Date/Local Time: Thursday, 17 July 2001, 3:00 PM EST

2. Block 9 (continued)

Mailed offers should be sent to: Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667
Attn: D. DiSilvestro, DSCP-HFC

Handcarried offers, including delivery by commercial carrier, should be delivered to: Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092
Attn: D. DiSilvestro, DSCP-HFC

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

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

3. Block 17a: Offeror's assigned DUNS Number: _____
(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

******PREPROPOSAL CONFERENCE******

SOLICITATION NUMBER SP0300-00-R-8908

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED. IF YOU PLAN TO ATTEND, PLEASE SEND A FAX WITH THE FOLLOWING INFORMATION:

- (1) NAME OF FIRM
- (2) NAME AND TITLE OF REPRESENTATIVE WHO WILL ATTEND
- (3) ADDRESS OF FIRM
- (4) PHONE AND FAX NUMBER
- (5) SIZE OF BUSINESS

ANY VENDOR WHO WISHES TO SUBMIT QUESTIONS OR SUGGEST TOPICS TO BE COVERED AT THE CONFERENCE MAY DO SO, AS LONG AS THEY ARE RECEIVED NO LESS THAN THREE (3) DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO DIANE DISILVESTRO AT 215-737-7868.

LOCATION: DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
BLDG 6 - SUBSISTENCE LARGE CONFERENCE ROOM #6B313
PHILADELPHIA, PA 19111-5092

DATE: Wednesday, 27 June 2001

TIME: 9:00 THROUGH 12:00 PM

ALL VISITORS MUST CHECK IN AT THE SECURITY DESK IN BLDG. #109 AT THE MAIN GATE TO RECEIVE VISITORS' PASSES. AFTER YOU HAVE CHECKED IN, YOU CAN THEN PROCEED TO BUILDING 6, SECTION B, SUBSISTENCE LARGE CONFERENCE ROOM, #6B313.

I. ITEMS/PRICING:

1. Pricing will be based on the following: Firm Fixed Unit Price.
2. Definition: Unit Price: - The total price charged to DSCP per unit for a product delivered to the Prime Vendors.

II. AWARD DETAILS:

Any award made against this solicitation will result in an Indefinite Quantity/Indefinite Delivery Type Contract. **THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS UNDER THIS SOLICITATION.**

III. OPTIONS:

This acquisition contains four (4) one year option periods. Acceptance of these options by the offeror is mandatory. These option terms will follow the one-year base period upon expiration of that term, for a total possible contract period of approximately 5 years. Exercise of options by the Government is covered in DSCP Clause 52.217-9P12 in section entitled "Contract Clauses". Unit prices must be submitted for each option year as well as for the base period.

IV. ADDITIONAL DELIVERY POINTS:

The Government reserves the right to add other Prime Vendors located in the same geographic areas covered by this solicitation at no additional cost. The Prime Vendor(s) will be added based upon a mutually agreed upon implementation plan. The transition period for implementation will be a minimum of 45 days and not more than 120 days. The capacity to add delivery points will not be evaluated prior to award.

Schedule of Supplies/Services
AWARD SCENARIO ONE
(Blocks 19-24)

Note: Unit prices submitted on this page are to be based on the assumption that MORE THAN ONE award will be made for delivery to all prime vendor locations. All quantities are estimated.

**0001: NSN: 8915-01-E13-0001 VEG., POTATOES, FRENCH FRIES, FRZ.,
Min. US Grade A, 3/8 in. thick, institutional size co**

Quantity: (est.)	6,000,000 Lb.
Unit price: (Per Pound)	_____
Base Period	_____

**0002: NSN: 8915-01-E13-0002 VEG., POTATOES, FRENCH FRIES,
SHOE STRING, FRZ. Min. US Grade A, 1/4 inch thick, institutional size co**

Quantity: (est.)	1,750,000 Lb.
Unit price: (Per Pound)	_____
Base Period	_____

**0003: NSN: 8915-01-E13-0003 VEG., POTATOES, FRENCH FRIES,
CRINKLE-CUT FROZEN, Min. US Grade A, 1/2 in. thick, institutional size co.**

Quantity: (est.)	1,750,000 Lb.
Unit price: (Per Pound)	_____
Base Period	_____

**0004: NSN: 8915-01-E13-0004 VEG., POTATOES, HASH BROWNS,
FROZEN, Patties, Min US Grade A, 3 oz. ea., IQF, institutional size co.**

Quantity: (est.)	2,500,000 lbs.
Unit price: (Per Pound)	_____
Base Period	_____

0005 8915-01-E13-0005 VEG, POTATOES, WHITE, FZN, frozen, diced,
Min US Grade A, 3/8 inch cubes, IQF, institutional size co.

Quantity: (est.)	700,000 lbs.
Unit price: (Per Pound)	
Base Period	_____

Total Estimated Solicitation Quantity: 12,700,000 Lb.

*Schedule of Supplies/Services
AWARD SCENARIO TWO
(Blocks 19-24)*

*Note: Unit prices submitted on this page are to be based on the assumption that a SINGLE award will be made for delivery to all prime vendor locations.
All quantities are estimated.*

**0001: NSN: 8915-01-E13-0001 VEG., POTATOES, FRENCH FRIES, FRZ.,
Min. US Grade A, 3/8 in. thick, institutional size container**

Quantity: (est.) 6,000,000 Lb.
Unit price: (Per Pound) _____
Base Period _____

**0002: NSN: 8915-01-E13-0002 VEG., POTATOES, FRENCH FRIES,
SHOE STRING, FRZ. Min. US Grade A, 1/4 inch thick, institutional size co**

Quantity: (est.) 1,750,000 Lb.
Unit price: (Per Pound) _____
Base Period _____

**0003: NSN: 8915-01-E13-0003 VEG., POTATOES, FRENCH FRIES,
CRINKLE-CUT FROZEN, Min. US Grade A, 1/2 in. thick, institutional size co.**

Quantity: (est.) 1,750,000 Lb.
Unit price: (Per Pound) _____
Base Period _____

**0004: NSN: 8915-01-E13-0004 VEG., POTATOES, HASH BROWNS,
FROZEN, Patties, Min US Grade A, 3 oz. ea., IQF, institutional size co.**

Quantity: (est.) 2,500,000 lbs.
Unit price: (Per Pound) _____
Base Period _____

**0005 8915-01-E13-0005 VEG, POTATOES, WHITE, FZN, frozen, diced,
Min US Grade A, 3/8 inch cubes, IQF, institutional size container.**

Quantity: (est.) 700,000 lbs.
Unit price: (Per Pound)
Base Period _____

Total Estimated Solicitation Quantity: 12,700,000 Lb.

Schedule of Supplies/Services
OPTION PRICING

Option Pricing Criteria: Offerors are required to submit a percentage that will serve as a cap on any price increases for Option years one through four. This cap will be used for comparative price evaluation purposes. During the life of any resultant contract, actual Option unit prices will be calculated using offered Option prices combined with the cap offered below. In no instance shall this cap exceed 5% of the offered unit price.

Note: Failure to offer on the Option Years may result in rejection of the entire offer.

Schedule of Supplies/Services
Option Years

	Percent Cap
Option Year One	_____
Option Year Two	_____
Option Year Three	_____
Option Year Four	_____

PRODUCT QUALITY

Unless otherwise specified, Frozen Potatoes shall be in accordance with the U.S. Standards for Grades. Frozen, French Fried Potatoes, Hash Brown Potatoes and Potatoes, White, diced must be processed in 100% vegetable oil.

Frozen French Fried Potatoes: There shall be no off flavors present in finished product due to sunburn, rot, rancid oils, etc. Carmelization due to over-frying is not permitted. There is zero tolerance for extraneous vegetable matter and/or foreign materials.

Potatoes, Hash Browns, Patties and Potatoes, White, Diced: There shall be no off flavors present in finished product, which would reflect rawness, bitterness, or chemical flavors. Portions must show shred texture, with edges that are somewhat rough, showing the presence of shreds. The internal texture of Potatoes, Hash Browns, Patties and Potatoes, White, diced shall indicate product was cooked adequately to prevent raw flavor, while not being over-cooked to have a soft or mushy texture. Portions shall be individually quick-frozen and packaged to reduce breakage in shipment.

DATE OF PACK/SHELF LIFE/ FRESHNESS REQUIREMENTS

Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life.

All products delivered will have an "open coded" "Date of Pack" (DOP) and an open coded "Use by Date" "Sell by Date" or similar markings indicating the end of the guaranteed freshness date.

Prime Vendors are expected to deliver the freshest product possible to their customers, which should be taken into consideration when supplying this product to them. Additionally, there are specific shelf life requirements for Prime Vendors in Europe, the Pacific and Ships/Afloat.

Europe: The Prime Vendors will be expected to provide the freshest product possible, but at a minimum, will have at least 75% of the expected original manufacturer's shelf life remaining at time of receipt. For annual pack items, products will be from the latest seasonal pack available.

Pacific: (Japan, Korea, Guam and Okinawa) - The Prime Vendors will be expected to provide the freshest product possible, but at a minimum, will have at least 50% of the expected original manufacturer's shelf life remaining at time of receipt.

Ships/Afloat: The Prime Vendors will be expected to provide the freshest product possible, but at a minimum, will have 12 months of expected original manufacturer's shelf-life remaining for product having a manufacturer's shelf-life of 16 months or greater and 9 months remaining shelf-life is required for product with a shelf-life of 12 to 16 months, and for product having less than 12 months at least 75% of the manufacturer's original shelf-life is required.

PACKAGING, PACKING, MARKING AND LABELING

All packaging and packing shall be in accordance with good commercial practice. Commercial cartons will be used for all boxed items. These cartons must be of construction sufficient to protect the product throughout shipping, transportation, and handling of the product to arrive at the ultimate destination in good condition. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

For Naval Afloat customer's and Pacific customer's product must be packed in a snug fitting case with no more than ½ inch headspace. Case weights should not exceed 60 pounds. Case weights for high volume items should not be less than 40 pounds.

Labeling shall be in accordance with commercial labeling laws complying with the Federal Food, drug and Cosmetic Act and promulgated there under.

To assure the receiving activity may properly handle and store product, standard commercial precautionary markings such as KEEP FROZEN, shall be used on the shipping boxes when appropriate.

NOTE: Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. (The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting). Frozen items will be stored and delivered at 0 degrees Fahrenheit or less. Evidence of thawing and refreezing shall be cause for rejection.

PLANT SANITATION

Product delivered shall originate from an establishment, which has been inspected under the guidance of the United States Department of Agriculture (USDA). Evidence of unsanitary conditions that may have been in existence at time of processing shall be cause for rejection.

DISTRIBUTION AREAS UNDER THIS SOLICITATION:

The Prime Vendor delivery points under this solicitation are divided into regions throughout the country. Specific Regions and corresponding Prime Vendors are listed below. Note: Actual Prime Vendor locations may change prior to award and during the life of resultant contract.

CENTRAL REGION PRIME VENDORS:

(Estimated percentage of Frozen Potato items used: 12% of total solicitation quantity.)

ALLIANT FOOD SERVICE
502 S. CARTY STREET
P.O. BOX 770
SALEM, MO 65505-0770

ALLIANT FOOD SERVICE
2200 COMMERCIAL STREET
LITTLE ROCK, AR 72208

LA BATT FOOD SERVICE
4500 INDUSTRY PARK DRIVE, P.O. BOX 2140
SAN ANTONIO, TX 78297

LA BATT FOOD SERVICE
5600 2ND STREET
SAN ANTONIO, TX 78297

THE MERCHANTS CO. RD SVC DISTRIBUTOR
1100 EDWARDS STREET, P.O. BOX 1351
HATTIESBURG, MS

NORTHEAST REGION PRIME VENDORS:

(Estimated percentage of Frozen Potato items used: 11 % of total solicitation quantity.)

ATLANTIC FOOD SERVICES
13000 LIVINGSTON ROAD
MANASSAS, VA 22110

CONTINENTAL FOODS, INC.
2730 WILMARCO AVENUE
BALTIMORE, MD 21223

DOUGHTIES FOODS
2410 WESLEY STREET
PORTSMOUTH, VA 23707

BETTER BRANDS, INC.
ONE MARKET PLACE
WINDSOR, CT 06095

NORTHEAST REGION PRIME VENDORS: (CONTINUED)

GORDON FOOD SERVICE
333 50TH STREET
GRAND RAPIDS, MI 49548

MULTI-UNIT CHAIN DISTRIBUTORS SVCS., INC.
GWINETT PLACE BUSINESS PARK
3741 VENTURE DRIVE
DULUTH, GA 30136

POCONO PRODUCTS CO., INC.
RT 191 & CHIPPERFIELD DRIVE
STROUDSBURG, PA 18360

REINHART FOOD SERVICE
9950 SOUTH REINHART DR.
P.O. BOX 395
OAK CREEK, WI 53154-0395

NORTHWEST REGION PRIME VENDORS:
(Estimated percentage of Frozen Potato items used: 3 % of total solicitation quantity.)

REINHART INSTITUTIONAL FOODS
702 WEST FAIRVIEW ROAD
P.O. BOX 1088
MARSHALL, MN 56258

GFG FOOD SERVICE, INC.
4601 32ND AVENUE SOUTH
GRAND FORKS, ND 58201

SUNSHINE DAIRY
W. 2011 MAXWELL
SPOKANE, WA 99201

SYSCO FOOD SERVICE OF SEATTLE
P.O. BOX 97054
KENT WA, 98064

Y. HATA & COMPANY LTD.
285 SAND ISLAND ACCESS ROAD
HONOLULU, HI 96819

FLEMING COMPANIES, INC.
91-315 HANUA STREET HAWAII DIVISION
KAPOLEI, HAWAII 96707

NORTHWEST REGION PRIME VENDORS: ANCHORAGE AREA

SYSCO FOOD SERVICE OF SEATTLE, INC.
22820 54TH AVENUE SOUTH
KENT WASHINGTON 98032

FOOD SERVICES OF AMERICA, INC.
10420 OLIVE LANE
ANCHORAGE, AK 99515

NORTHWEST REGION PRIME VENDORS: MONTANA AREA

FOOD SERVICES OF AMERICA
802 PARKWAY LANE
BILLINGS, MONTANA 59101

NORTHWEST REGION PRIME VENDORS: IDAHO AREA

FOOD SERVICES OF AMERICA
1495 N. HICKORY AVENUE
MERIDAN, IDAHO 83642

SOUTHEAST REGION PRIME VENDORS: KENTUCKY/TENNESSEE AREA
(Estimated percentage of Frozen Potato items used: 20 % of total solicitation quantity.)

INSTITUTIONAL DISTRIBUTORS, INC.
P.O. BOX 520 HWY 25 NORTH
EAST BERNSTADT, KY 40729-0520

SOUTHEAST REGION PRIME VENDORS:

PYA MONARCH INC./LEXINGTON/WALTERBORO
120 LONGS POND ROAD
LEXINGTON, SC 29072

LANKFORD SYSCO
43329 COSTEN ROAD
POCOMOKE, MD 21851

PYA MONARCH – GEORGIA
5501 FULTON INDUSTRIAL BLVD.
ATLANTA, GA 30336

MUTUAL WHOLESALE COMPANY
330 N. INGRAHAM AVENUE P.O. BOX 330
LAKELAND, FL 33802

SYSCO FOOD SERVICES – JACKSONVILLE
1501 LEWIS INDUSTRIAL DRIVE
JACKSONVILLE, FL 32254

SOUTHEAST REGION PRIME VENDORS: ALABAMA/FLORIDA PANHANDLE:

PYA MONARCH/MONTGOMERY
2850 SELMA HIGHWAY
MONTGOMERY, AL 36108

SOUTHEAST REGION PRIME VENDORS: HONDURAS: AUTECH

SYSCO FOOD SERVICES OF CENTRAL FLORIDA
200 WEST STORY ROAD
OCOE, FLORIDA 34761

SOUTHEAST REGION PRIME VENDORS: PUERTO RICO

PROVISIONES LEGRAND, INC.
MERCADO CENTRAL, EDIFICIO C
ZONA PORTUARIA, PUERTO NUEVO, PR 00920

SOUTHWEST REGION PRIME VENDORS:

(Estimated percentage of Frozen Potato items used: 8 % of total solicitation quantity.)

ALLIANT FOOD SERVICE
5600 2ND STREET NORTH WEST
ALBUQUERQUE, NEW MEXICO 87107

ALLIANT FOOD SERVICE
4650 WEST BUXKEYE ROAD
PHOENIX, AZ 85043

ALLIANT FOOD SERVICE
P.O. BOX 160280 BLDG. Y-16 FREEPORT CENTER
CLEARFIELD, UTAH 84016

JOSEPH WEBB FOODS, INC.
1201 PARK CENTER DRIVE P.O. BOX 1749
VISTA, CALIFORNIA 92085

SMART AND FINAL FOOD DIST.
4343 FREMONT STREET
STOCKTON, CALIFORNIA 92915

SHAMROCK FOODS, COMPANY
2540 N. 29TH AVENUE
PHOENIX, AZ 85009

SHAMROCK FOODS, COMPANY
5199 IVY STREET
COMMERCE CITY, CO 80022

SYSCO FOOD SERVICE OF SAN FRANCISCO, INC.
5900 STEWART AVENUE P.O. BOX 697
FREMONT, CALIFORNIA 94543

NAVY SHIP SUPPORT

(All Ships Support: Estimated percentage of Frozen Potato items used: 14 % of total solicitation quantity.)

EAST:

MDV/NASH FINCH
1133 KINGWOOD DRIVE
NORFOLK, VA 23502

PYA MONARCH, INCORPORATED
1124 DIAMOND SPRINGS ROAD
VIRGINIA BEACH, VA 23501

WEST

RYKOFF SEXTON, INC. US SERVICE - LOS ANGELES DIV.
15155 NORTHAM STREET
LA MIRADA, CALIFORNIA 90638

SYSCO FOOD SERVICES OF SEATTLE
22820 54TH AVENUE SOUTH
KENT, WASHINGTON 98064-9754

LA BATT FOOD SERVICE
4500 INDUSTRY PARK DRIVE
SAN ANTONIO, TX 78297

**52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(MAY 2001)****(a) Inspection/Acceptance.**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

52.212-4 (continued)

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.212-4 (continued)

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

1. Paragraph (a), Inspection/Acceptance, is revised to add the following: "Inspection and acceptance of products will be performed at destination. The authorized receiving official for each Prime Vendor is responsible for signing for and accepting products when they are delivered.
2. Paragraph (c) Changes, is deleted in its entirety and replaced with the following: "Changes.
 - (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
 - (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing or packing;
 - (ii) place, manner, or time of delivery.
 - (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

Addendum to 52.212-4 (Cont'd)

- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before the final payment of the contract.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the contractor from proceeding with the contract."

3. Paragraph (g), Invoice

Delete in its entirety and substitute the following: Invoices shall be submitted IAW Standard Commercial Practices for the frozen potato industry.

4. Paragraph (i) Payments

Delete in its entirety and substitute the following: Payment shall be made for items accepted by the Prime Vendor for subsequent delivery to customers authorized under the Subsistence Prime Vendor contracts in place at time of award of this solicitation and for the duration of this contract period. Payments will be made based on Standard Commercial Practices. All product supplied by awardee(s) to the Prime Vendors will be paid for by the Prime Vendors directly to the awardee(s).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2000) (DEVIATION)

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

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) Alternate I to 52.219-5.
- (4)(iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (8)(ii) Alternate I of 52.219-23.

52.212-5 (Cont'd)

- ___ (9) **52.219-25**, Small Disadvantaged Business Participation Program—
Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ___ (10) **52.219-26**, Small Disadvantaged Business Participation Program—
Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (12) **52.222-26**, Equal Opportunity (E.O. 11246).
- X (13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ___ (16)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (16)(ii) **Alternate I of 52.223-9** (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (17) through (19) are not applicable and have been deleted.
- ___ (20) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (21) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (22) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- X (23) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
- X (24) **52.232-34**, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (26) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (27)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (27)(ii) **Alternate I of 52.247-64**.

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

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DOD Class Deviation Number 2000-00006).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___ (6) **52.222-50**, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was

52.212-5 (Cont'd)

awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required

(f) by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);

and

(5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000) DFARS

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000** Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)(15 U.S.C. 637).
- 252.225-7001** Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- 252.225-7012** Preference for Certain Domestic Commodities.
- 252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021** Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (_ Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002** Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (_ Alternate I) (_ Alternate II) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (10U.S.C. 2241 note).
- 252.247-7023** Transportation of Supplies by Sea (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (10U.S.C. 2631).

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

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

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

ADDENDUM

The following **ADDITIONAL CLAUSES** are set forth in **FULL TEXT**:

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)**DFARS****(a) Definitions.**

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

ADDENDUM - ADDITIONAL CLAUSES (FULL TEXT)

The following **ADDITIONAL CLAUSES** are set forth in **FULL TEXT**:

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
DFARS****(a) Definitions.**

As used in this clause--

- (1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.
- (2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (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;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to sub-paragraphs (a)(1) through (a)(3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to sub-paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION (OCT 1996) DLAD

(a) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposed a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions.

(b) Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) - DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as

applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

52.215-9006 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) - DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (JUL 1998) DSCP

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

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

(c) The contracting officer may extend the term of this contract for four (4) additional one (1) year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed 5 Years from Date of Award.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY CONTRACT (JAN 1992) DSCP

The effective period of this contract is from Date of Award through one year thereafter.

ADDENDUM - ADDITIONAL CLAUSES (INCORPORATED BY REFERENCE)

The following **ADDITIONAL CLAUSES** are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.219-16	Liquidated Damages -- Subcontracting Plan	JAN 1999

STATEMENT OF WORK

The purpose of this solicitation is for the Food Service Commodity Business Unit of the Directorate of Subsistence of the Defense Supply Center Philadelphia (DSCP) to establish one or more long term Indefinite Quantity Type Contracts with potato suppliers to provide selected frozen potato items to the Subsistence Prime Vendor Program. All Prime Vendors, both CONUS and Overseas will be required to use these firms as their suppliers of frozen potatoes, however no overseas deliveries will be required.

The contracts will be for one (1) base year and four (4) option years. Award will be made to responsible offerors providing the best overall value to the Government for the five (5) year period. Base year prices and option year prices will be firm fixed for a period of one (1) year. Option year prices will be adjusted by use of an Economic Price Adjustment against an index specified by the Government and applied to offered unit prices for option years. The contracts will each contain a guaranteed minimum of 5% of the total estimated dollar value of the contracts and a maximum of 150% of the estimated dollar values of the contracts.

The price will include delivery to various Prime Vendors' warehouses. The specific locations of these warehouses are identified in the Schedule of this solicitation. If necessary, the contracts will be modified to allow for the addition or deletion of Prime Vendors as a result of changes in the program. The contract prices per pound are on a FOB Destination basis. Final delivered price to customers, exclusive of the DSCP surcharge, will be the contract price plus the Prime Vendor distribution fee.

Payment by the Government will not apply to these contracts. The contracts will merely identify the manufacturers of certain types of frozen potatoes that Subsistence Prime Vendors under contract to DSCP must use. Prime Vendors will place orders with the potato manufacturers in any manner agreeable to both parties. The manufacturers will invoice the Prime Vendors and the Prime Vendors will be required to pay the manufacturers in accordance with recognized commercial practices.

Although the Government will not make payments, it will perform all of the other traditional administrative functions pertaining to the production and delivery of the product. Any act or lack of action by the manufacturers that causes a Prime Vendor to fail to make the required deliveries to DSCP customers could eventually lead to termination of the contract.

52.212-1 INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS (OCT 2000)**(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.**

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

(b) Submission of Offers.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

52.212-1 (Cont'd)

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

(c) Period for Acceptance of Offers.

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

(d) Product Samples.

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

(e) Multiple Offers.

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

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

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

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

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

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

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

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

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

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

52.212-1 (Cont'd)

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

(g) Contract Award (not applicable to Invitation for Bids).

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

(h) Multiple Awards.

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

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

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

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

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

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

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

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

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

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

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

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices

52.212-1 (Cont'd)

for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO 52.212-1 INSTRUCTION TO OFFERORS – COMMERCIAL

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

I. Paragraph (b) Submission of Offers.

(a) See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

X Faxed offers are NOT authorized for this solicitation.

(b) Proposal Preparation

(1) The Business Proposal must be submitted in writing (typed). The Technical Proposal information required to be submitted in writing must be prepared separately and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical (Written)	5
II	Business	2

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

Volume I, Technical Proposal

The following applies to the written portion of the Technical Proposal.

See Submission Requirements, Technical Proposal, Volume I

- (A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled **Submission Requirements** may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, subfactor, element or sub-element.
- (B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.
- (C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled **Technical Proposal Evaluation Criteria** to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the technical proposal must provide, as a minimum, the information requested in the section entitled **Submission Requirements**.

(3) Volume II, Business Proposal

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

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

(4) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on Page 3 of the solicitation, or as amended, if applicable.

(5) A **SIGNED** and **COMPLETED SOLICITATION** in its entirety, as well as any amendments, must accompany the technical and business proposals. *Make sure all clauses that require a response are completed.*

2. Paragraph (c) Period for Acceptance of Offers.

X Period of acceptance is 45 days.

3. Paragraph (e) Multiple Offers.

X Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h) Multiple Awards.

X The Government intends to make more than one award.

Offers may be submitted for quantities less than those specified.

5. Add the following new paragraph (k):

(k) Reverse Auction: It is the Government's intention to utilize **on-line reverse auctioning** as its means of conducting price negotiations under this solicitation. In addition to *FAR 52.212-1, Instructions to Offerors—Commercial Items* the following applies to the solicitation:

Offeror will submit an initial proposal based on the terms and conditions of the solicitation, including price. Alternate proposals will not be considered in regards to how the Government will conduct price negotiations.

After initial proposals have been reviewed and the Contracting Officer establishes the competitive range, offerors determined to be in the competitive range will be contacted by the Contracting Officer or his/her representative and provided with information concerning the on-line reverse auction process. The offerors will be informed of the contractor who will provide the on-line reverse auction services and details on how the on-line reverse auction will work. Up to 6 weeks will be allotted between when the offerors are notified that they were selected to participate in the on-line reverse auction and the actual on-line auction. The actual length of this period, which is allotted for training in the service provider's reverse auctioning system, will depend on the number of offerors determined to be in the competitive range.

Prior to start of the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning their technical proposals and any instances of unbalanced pricing contained in their initial proposals. Issues involving the technical proposals and/or unbalanced pricing will be resolved prior to the start of the on-line reverse auction.

Completion of the on-line reverse auction will constitute the completion of discussions.

For purposes of FAR 52.203-2, Certificate of Independent Price Determination subparagraph (c), the submission of a proposal by the offeror shall be considered a statement by the offeror certifying that the

only known disclosure of the offeror's prices occurred during the online reverse auction and that the disclosure was not made for the purposes of restricting competition.

(6) Paragraph (f), **Late Offers** is changed to read as follows:

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

- It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
- It was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 PM at the place of mailing two working days prior to the date specified for receipt of proposals;
- There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
- It is the only proposal received.

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

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

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

TECHNICAL PROPOSAL (VOLUME I)

SUBMISSION REQUIREMENTS

FACTOR 1 - DISTRIBUTION SYSTEM

The offeror shall describe the plant to destination distribution and delivery system they plan to utilize for this contract. The offeror shall provide a detailed plan for meeting the delivery requirements including truck/van scheduling, loading, and system for determining delivery routes. The offeror shall also describe their ability to coordinate with other commercial entities.

FACTOR 2 - EXPERIENCE/PAST PERFORMANCE

The offeror shall provide a list of comparable contracts entered into within the past two years. The offeror shall provide a list of its five highest dollar value commercial contracts for the past two years, including a point of contact and telephone number, dollar value, date, quantity and period of performance for each listed contract. The offeror shall also describe any comparable experience supplying any government contractors, such as food service distributors, with items of comparable quality as required by this requirement. For the contracts listed above, state the frequency of deliveries and estimated quantities per delivery.

FACTOR 3 - SOCIOECONOMIC CONSIDERATIONS

Under socioeconomic considerations (and subsequent management reports), offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No indirect costs for equipment or services are to be included.

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Hub Zone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed extent of SB, SDB, WOSB and HZSB concerns participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract will be provided by a SB, SDB, WOSB, HZSB manufacturer or distributor. A goal for the Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms and 5% from SDB firms.

1. The offeror shall describe the proposed extent of SB, SDB, WOSB, and HZSB participation in the performance of the contract at the contractor and subcontractor level. In addition, firms shall also state whether they are a large or small business manufacturer. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.
2. The preferred format for submission of socioeconomic data is as follows. Separate subcontracting goals must be submitted for each proposed contract.

	<u>DOLLAR</u>	<u>PERCENT</u>
1. Total Contract Price	_____	_____
2. Total to be subcontracted:	_____	_____
a. To Large Business	_____	_____
b. To Small Business	_____	_____

- | | | |
|------------------|-------|-------|
| 1. To SDB | _____ | _____ |
| 2. To WOSB | _____ | _____ |
| 3. To HZSB | _____ | _____ |
| 4. To other SB's | _____ | _____ |

Note:

When calculating socioeconomic goals, for socioeconomic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent that may have supplied the product to the distributor.

If the offeror is a Small, Small Disadvantaged, Women-Owned Small or Hub Zone Small Business, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition.

Offerors who are Small Business will receive additional credit under this factor for evaluation purposes.

Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women-Owned Small, and Hub Zone Small Businesses will be part of past performance evaluation.

3. Organizational Efforts

- a. The offeror shall discuss the efforts it will make to ensure that SB, SDB, WOSB, HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
- b. The offeror shall discuss its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, and HZSB firms to compete for contracts or supplier selection.
- c. *The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to Small, Small Disadvantaged, Women-Owned and Hub Zone Small Business concerns.*
- d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
- e. The offeror is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business and Hub Zone Small Business concerns.

Note:

Large business offerors are required to submit the Small, Small Disadvantaged Women-Owned Small, Hub Zone Small Business subcontracting plan information as required by Clause 52.219-9 "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and

indirect, associated with this proposal. If an individual contract subcontracting plan is submitted, the plan must contain separate Small, Small Disadvantaged, Women-Owned Small and Hub Zone Small business subcontracting percentages and dollar levels for the base year as well as each option year.

FACTOR 4 - JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT

1. Provide a description of the efforts your company will make to assure that Javits-Wagner-O-Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.
3. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.
4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the contracting officer as part of your monthly socio-economic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses.)

BUSINESS PROPOSAL**(SUBMISSION REQUIREMENTS – VOLUME II)****1. PRICING**

A. Firms shall offer a firm fixed unit price for each line item as indicated in the Supplies/Services section.

- (1) The unit price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price.
- (2) Unit prices shall be based on the unit of issue on which each product is priced.
- (3) Firms shall offer a firm fixed unit price for base contract.

**BUSINESS PROPOSAL EVALUATION CRITERIA
(VOLUME II)**

1. PRICING

The Government will evaluate each offeror's unit prices. The unit prices will be compared and evaluated between offerors for the lowest prices overall for all line items listed in the schedule of items. Only offerors found to be in the competitive range will be invited to participate in the Dynamic Pricing Event as set forth on the following page. However, the Government reserves the right to evaluate any and all prices submitted with this offer under all award scenarios for each line item. An evaluation of total unit price will be made using the items in the schedule where pricing information was required for submission to obtain the overall aggregate cost to the Government. Offerors are reminded that the Requirement Quantity stated in the listing represents only the estimated annual quantity. Pricing will be evaluated for all option years.

**THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL ASPECTS
OF THE OFFEROR'S PROPOSAL.**

1.0 Price – Dynamic Pricing Event

Price revisions will be submitted during a competitive, anonymous, on-line reverse auction (Dynamic Pricing Event). The Dynamic Pricing Event will be conducted on _____. Notwithstanding FAR 52.215-5, Offerors will submit revised pricing only through the online mechanism supplied by EDS/eBreviate. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.

1.1 Prior to the Dynamic Pricing Event

Offerors shall submit initial price proposals to DSCP in accordance with the established procedures and guidelines. EDS/eBreviate and/or personnel from DSCP will contact each offeror and provide training for the Dynamic Pricing Event (DPE). Additional information and instructions are provided in Attachment A.

1.2 During the Dynamic Pricing Event

Electronic offers shall be submitted by Offerors during the DPE period. Offerors, however, are not required to revise their initial pricing proposal during the DPE. This DPE shall constitute discussions with the offeror. The DPE will be conducted for a time period of _____ minutes/hours. If an offer is submitted within the last _____ minutes of the time period, the time period shall be extended for an additional _____ minutes beyond the time of that offer (provided the offer was the lowest offer received). The time period shall be extended for additional _____ minute periods (up to an unlimited number of _____ minute extension periods) if a lower offer is submitted within the last _____ minutes. The end of the last _____ minutes, during which revised offers are permitted as addressed in this paragraph, shall be considered the close of discussions. The final price revision during the DPE will be considered the Offeror's Final Price Submission. The Contracting Officer reserves the right to award upon initial price proposals, and may elect not to conduct a DPE.

1.3 After the Dynamic Pricing Event

No price revisions will be accepted after the close of the DPE, unless discussions are held and final proposal revisions are requested in accordance with FAR 15.307.

1.4 Agreement by the Offerors

Submission of a proposal in response to the solicitation will be considered consent to participate in the Dynamic Pricing Event and to reveal their prices in anonymity during the DPE. By participating in the DPE, offerors agree that the only knowing disclosure by the offeror of its price to any other offeror will be during the DPE. The offeror further agrees that disclosure by the offeror of its prices during the DPE shall not be for the purposes of restricting competition.

Attachment A

Information for Submitting Revised Pricing for Dynamic Pricing Events

1. **EDS/eBreviate Interaction with Offeror:** Any and all Offeror interaction with EDS/eBreviate is for the sole purpose of facilitating the Dynamic Pricing Event (DPE) and shall not be considered discussion with the Offeror within the meaning for FAR Part 15.
 - a. EDS/eBreviate will (1) contact each offeror identified by the Contracting Officer to participate in the Dynamic Pricing Event (DPE), and (2) explain the process to such offerors.
 - b. In order for an Offeror to participate in the Dynamic Pricing Event (DPE), such offeror must agree with the terms and conditions of the entire solicitation, including this Attachment. Submission of a proposal in response to the solicitation will be considered such agreement by the Offeror.
 - c. Each offeror is an independent contractor with respect to EDS/eBreviate. Each offeror agrees to release EDS/eBreviate from any liability with respect to the DPE or the conduct of any participant in the DPE, regardless of whether such liability arises under contract, tort, or any other theory.
 - d. Offerors shall keep confidential the passwords and other confidential materials provided by EDS/eBreviate and/or DSCP, and all pricing provided by another party. Offerors shall keep their own pricing in confidence until after contract award.
 - e. Any offeror experiencing difficulties during a DPE must notify EDS/eBreviate immediately. EDS/eBreviate will provide a telephonic "Help Desk" number at the time of training. "Difficulties" include any event or problem which interferes with the Offeror's ability to participate in the DPE and may include, but is not limited to: data entry errors, software problems, or hardware problems. If the Contracting Officer judges that any offeror has been disadvantaged by a problem, the Contracting Officer may, but is not required to, reopen the DPE.
 - f. In the event of a failure of the offerors ISP connection, network connection, PC, or any other hardware or software problem that cannot be resolved, a surrogate bidder can and will be provided by EDS/eBreviate to assist offerors in submitting bids. Surrogate bidding can also be pre-scheduled with EDS/eBreviate for those offerors not having the minimum software/hardware requirements described below. Surrogate bidding includes telephonic submission of bids from the offeror to EDS/eBreviate personnel for further entry into the on-line DPE. EDS/eBreviate personnel will also keep offerors apprised of the leading bid and the status of the DPE.

2. **Dynamic Pricing Event Connection:** The Offeror shall be provided the opportunity to connect to the EDS/eBreviate website via Internet connection. Offerors shall be responsible for (1) providing their own personal computers, and (2) connection of such personal computers to the telecommunications service used for each DPE via the offeror's Internet Service Provider (ISP).

Technology Requirements

Technology	Recommended Requirement	Minimum Requirement
PC Processor	Pentium II level PC, with greater than 150 MHz processor	If using Internet Explorer 4.0: — A 486 with a 66 Mhz processor and 12 MB of RAM If using Netscape 4.7: — Pentium PC, 16 MB of

		RAM
Browser	Netscape 4.7 or Internet Explorer 4.0 or higher (IE4.0 preferred) ¹ (Important: see note in this section on Browser settings)	Netscape 4.7 or Internet Explorer 4.0 or higher ¹ (Important: see note in this section on Browser settings)
Internet Connection Speed	38,000 bps	24,800 baud
Monitor Resolution	1024 x 768	680 X 480

¹ Current versions of Netscape or Microsoft Internet Explorer are available free on the Internet from Netscape's and Microsoft's websites.

Hints:



For improved internet connection speed, use a corporate T1 connection

Security

eBreviate has taken significant steps to ensure the security and privacy of the data you submit to the system. The Auction system is hosted on a firewall-protected server located at one of the leading Internet Service Providers, who also hosts many servers for Yahoo!®.

SSL Encryption is used to secure the data entered by the bidders. The auction web-site will be hosted on a secure web server (https) using 128 bit encryption. A digital certificate is used to identify the secure web site hosting the auctions. This ensures that the bidders' bids are indeed being sent to the correct, certified web site.

Browser settings

It is important that your Internet browser be set to access the most recent information from the auction system (to temporarily remove "caching"). To ensure this, please check that your browser is set to update information at every visit to a screen.

Instructions for Internet Explorer:

- Go to 'View' on the Internet Browser menu bar (or "Tools" in IE 5.0) and select 'Internet Options.'
- In the 'General' tab, click on the 'Settings' button in the 'Temporary Internet files' section.
- Select 'Every visit to the page' and click 'OK.'
- You may need to restart your computer to initialize the new settings.

Instructions for Netscape:

- Go to 'Edit' on the Browser menu bar at the top of the screen and select 'Preferences.'
- Click on the + sign next to Advanced.
- Click on Cache.
- Click on the radio button 'Every time.'
- You may need to restart your computer to initialize the new settings.

Are you a Corporate Network User whose company has restrictive Internet policies?

When first installed, all Browsers are set to allow JavaScript to be used and Cookies to be accepted. In some corporations with severe security restrictions, they turn this off. If you are unsure, or have had troubles using the eBreviate offerings, check your Browser settings by following the simple instructions below:

Instructions for Internet Explorer 5:

- JavaScript and cookies – Check if Enabled:

1. Go to the security features
 - Click on the "Tools" button on the Browser Menu
 - Click on Internet Options, then the Security tab, then and the Custom Level button.
2. Scroll to the "Scripting" section
 - Under Active scripting, choose "Enable" next to "Allow paste operations via script"
 - Also choose "Enable" next to "Scripting of Java applets"
3. Scroll to the "Cookies" section
 - Choose "Enable" next to "Allow cookies that are stored on your computer"
 - Also choose "Enable" next to "Allow per session cookies (not stored)"
 - Click OK button.

Instructions for Internet Explorer 4.x:

- JavaScript and cookies – Check if Enabled:
1. On the Browser Headings, click "View"
 - Click on "Internet Options"
 - Click the "Security" tab
 - Click the "Advanced" button
 2. Scroll to the "Security" section
 - Under "Cookies," select "Always accept cookies."
 - Click OK button.

Instructions for Netscape Navigator 4.7:

- Click Edit, and then click on Preferences.
- Click the Advanced option.
- Under the Cookies section click on the "Accept all cookies" option.
- Click OK button.

3. Training:

- a. EDS/eBreviate will train designated employees of each offeror in telephonic training sessions using "test auctions" and hard copy supplier User Manuals to familiarize the offerors' employees with the online auctioning system.
 - b. An employee of an offeror who successfully completes the training provided by EDS/eBreviate pursuant to Paragraph 3.a shall be designated as a "trained offeror." Only trained offerors may participate in a DPE. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a "trained offeror." The Contracting Officer also reserves the right to take away the "trained offeror" designation from any trained offeror who fails to abide by the terms and conditions of the RFP, including this Attachment.
4. **Conduct of the DPE:** For the preparation and conduct of each DPE, EDS/eBreviate will provide staff to handle all DPE related activities as follows:
- a. Load all relevant DPE and technical parameters provided by DSCP/Agency into the online auctioning system;
 - b. Ensure that only invited Trained Offerors and designated DSCP personnel have access to appropriate DPE information;
 - c. Authenticate the identities of all Trained Offerors and designated DSCP/Agency personnel involved in the DPE and maintain password security within the online auctioning system;
 - d. Maintain a designated location and designated personnel to call with questions or technical problems before, during, or within a reasonable time after the DPE;
 - e. Establish and maintain a secure web-based online auctioning system;
 - f. Respond in a timely manner to Trained Offerors issues with software or connectivity;
 - g. Conduct procedures for ensuring that Trained Offerors are prepared and present on the day of the DPE.
 - h. Communicate any changes or adjustments to all Trained Offerors; and
 - i. Respond to Trained Offerors problems that might prevent participation.

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. DISTRIBUTION SYSTEM
2. EXPERIENCE/PAST PERFORMANCE
3. SOCIOECONOMIC CONSIDERATIONS
4. JAVITS-WAGNER-O'DAY ACT (JWOD)

The four factors are listed in descending order of importance and when combined, are more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

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

Factors 1 and 2 are considered Technical Factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Factors 3 and 4 are considered Business Factors and will be evaluated in accordance with the Business Evaluation Process outlined below. Cost or price will also be evaluated in accordance with the Business Evaluation Process.

TECHNICAL FACTORS EVALUATION CRITERIA:**FACTOR 1 - DISTRIBUTION SYSTEM**

Based on experience demonstrated by the offeror, the Government will determine the offeror's ability to successfully handle the distribution of product for delivery throughout the nation. The Government will evaluate experience and reliability of the transportation system to determine the offeror's proposed distribution system in terms of experience and reliability, as well as the feasibility of supporting a project of this magnitude. The Government will also evaluate the offeror's ability to coordinate with other commercial businesses

FACTOR 2 - EXPERIENCE/PAST PERFORMANCE

The Government will assess the offeror's experience in furnishing the same or similar items during the previous two years and the offeror's commitment to the timely delivery of quality products as evidenced by the offeror's record of past performance for the same time period. The assessment will be based on information obtained from the offeror's proposal, Government Agencies, and may also include information obtained from the offeror's commercial customers.

BUSINESS FACTORS EVALUATION CRITERIA:**FACTOR 3 - SOCIOECONOMIC CONSIDERATIONS**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and

variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors.

(Refer to 52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) for additional information.)

FACTOR 4 - JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor. (Refer to 52.215-9005 JAVITS-WAGNER-O'DAY (JWOD) ACT ENTITY SUPPORT (DEC 1997) for additional information.)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2001) ALTERNATE I (OCT 2000) ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have

income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

52.212-3 (continued)

- Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

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

(5) Common Parent.

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

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small Business Concern.

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

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph

(c)(1) of this provision.]

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

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

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

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

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph

(c)(1) of this provision.]

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

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph

(c)(1) of this provision.]

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

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

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

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

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

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

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

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

52.212-3 (continued)

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

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

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

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

Offeror represents as follows:

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

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

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) General.

The offeror represents that either--

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

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

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

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

52.212-3 (continued)

- 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.

(11) HUBZone Small Business Concern.

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

The offeror represents as part of its offer that--

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(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.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous Contracts and Compliance.

The offeror represents that--

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

(ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(f) Buy American Act--Balance of Payments Program Certificate.

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

52.212-3 (continued)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.
(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

[This language at paragraph (h) is stayed indefinitely. Please use paragraph (i) below.]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).
(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and
- (4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—
 - (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

[The language at paragraph (h) is stayed indefinitely. Please use paragraph (i) below.]

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).
The Offeror certifies, to the best of its knowledge and belief, that--

- (1) The Offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

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

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification.

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

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

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

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS**

(a) Definitions.

“Domestic end product,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

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

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

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

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 1995) DFARS

(a) *Definitions.*

As used in this clause--

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

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

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

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

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

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

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

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

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

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

ADDENDUM

The following **ADDITIONAL PROVISIONS** are set forth in **FULL TEXT**:

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

ATTACHMENT TO 52.212-3

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) DFARS

(a) *Definitions.*

“Domestic end product,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that—

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

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

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

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 1995) DFARS

(a) *Definitions.*

As used in this clause—

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

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

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

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

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

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

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

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

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

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

ADDENDUM - ADDITIONAL PROVISIONS (FULL TEXT)

The following **ADDITIONAL PROVISIONS** are set forth in **FULL TEXT**:

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(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.procregs.hq.dla.mil/icps.htm>.

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) - DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) - DLAD

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of

performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

52.217-9P13 EVALUATION OF OPTIONS – SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

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

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

ADDENDUM

THE FOLLOWING ADDITIONAL PROVISION IS SET FORTH IN FULL TEXT AND MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

PLACE OF PERFORMANCE

(a) The offeror must stipulate information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

(b) No change in the places(s) of performance shall be permitted between the opening/closing date of the offer and the award except where time permits and then only upon receipt of the Contracting Officer's written approval.

(c) Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.

(d) The offeror 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 as indicated in this proposal or quotation.

(e) If the offeror checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than
Offeror or Quoter