

SOLICITATION NUMBER: SP0300-99-R8922

SUBSISTENCE SODA SOLICITATION

CAUTION NOTICE

1. THIS SUBSISTENCE SOLICITATION IS FOR FULL SERVICE BAG IN THE BOX (SODA) SUPPORT FOR ALL U.S. AIR FORCE (BASES), NUMEROUS ARMY, NAVY, AND MARINE CORPS BASES, AND VARIOUS NON-DEPARTMENT OF DEFENSE (DOD) INSTALLATION AND MILITARY HOSPITALS.
2. **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.**
3. THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS UNDER THIS SOLICITATION. OFFERORS DO NOT HAVE TO OFFER ON ALL LINE ITEMS, HOWEVER, OFFERS ON LINE ITEMS ARE ON AN "ALL OR NONE" BASIS, TO INCLUDE ALL INSTALLATIONS COVERED BY THE SOLICITATION. OFFERORS WHO DO NOT SUBMIT AN OFFER ON AN ALL OR NONE BASIS FOR A LINE ITEM MAY HAVE THEIR ENTIRE PROPOSAL REJECTED.
4. THIS SOLICITATION WILL BE FOR A FIRM-FIXED PRICE, INDEFINITE QUANTITY/INDEFINITE DELIVERY TYPE CONTRACT FOR A ONE (1) YEAR BASE PERIOD AND FOUR (4) ONE-YEAR OPTIONS. THE MAXIMUM CEILING WILL BE 150% OF THE ESTIMATED AWARD DOLLAR VALUE. IN THE EVENT OF EMERGENCIES/CONTINGENCIES, THE GOVERNMENT MAY UNILATERALLY EXECUTE A HIGHER CEILING. IN THE EVENT OF SURGES, THE CEILING WILL BE LIMITED TO 250% OF THE ESTIMATED AWARD DOLLAR VALUE. FOR MOBILIZATION THE CEILING WILL BE 250% OF THE ESTIMATED AWARD DOLLAR VALUE. (SEE SECTION ENTITLED "SUPPLIES OR SERVICES AND PRICES".) THE PERCENTAGES INDICATED ABOVE ALSO APPLY TO THE INDIVIDUAL OPTION PERIODS, IF INVOKED. THE MINIMUM ACCEPTABLE DOLLAR VALUE PERCENTAGE OF AWARD FOR THE BASE PERIOD AND ALL OPTION PERIODS MUST BE INCLUDED ALONG WITH THE OFFEROR'S PRICE. THE GOVERNMENT WILL RESERVE THE RIGHT TO NEGOTIATE THESE PERCENTAGES.

NOTE: FAILURE TO INDICATE ACCEPTANCE OF THE OPTION BY ANNOTATING THE OFFEROR'S FIRM FIXED OPTION PERIOD UNIT PRICE MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND COULD POSSIBLY RESULT IN REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL.

5. THIS PROCUREMENT IS UNRESTRICTED. THE ACQUISITION WILL BE A NEGOTIATED PROCUREMENT UTILIZING "BEST VALUE 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" ON PAGES AND THE GOVERNMENT WILL MAKE AN AWARD BASED ON THE OVERALL BEST VALUE TO THE GOVERNMENT. THE OVERALL BEST VALUE SOURCE SELECTION DECISION WILL CONSIDER THE RELATIVE TECHNICAL MERITS AMONG OFFERORS, AS WELL AS PRICE DIFFERENTIALS.

6. PROPOSALS MUST BE PREPARED AND SUBMITTED IN TWO VOLUMES: A TECHNICAL PROPOSAL AND A BUSINESS PROPOSAL. THE TECHNICAL PROPOSAL MUST BE DEVOID OF ALL REFERENCES TO COST OR PRICE. THE BUSINESS PROPOSAL CONSISTS OF THIS SOLICITATION DOCUMENT. SEE THE ADDENDUM TO CLAUSE 52.212-1 ON PAGES AND FOR DETAILED INFORMATION ON SUBMITTING YOUR OFFER.

7. A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD TO DISCUSS THIS SOLICITATION. ANY VENDOR WHO WISHES TO FURTHER CLARIFY OR DISCUSS THE REQUIREMENTS OF THIS SOLICITATION MAY CONTACT DIANE DISILVESTRO, CONTRACT SPECIALIST, @ (215) 737-7481, OR DIANE ORAPALLO, (215) 737-7571.

CAUTION NOTICE: SOLICITATION SP0300-99-R-89/2 (CONTINUED)

NOTICE

In order to continue doing business with any DoD Agency, regardless of whether it is via EC/EDI or not, you must be registered in the DoD Central Contractor Registration database. For registration information or assistance, visit the Central Contractors Registration Web site (<http://ccr.edi.disa.mil/>) or call 1-800-334-3414.

If contractors are not able to register electronically, you may also register through your VAN (Value Added Network) provider, with support from the Electronic Commerce Resource Centers (ECRCs) listed below, or with support from the Procurement Technical Assistance Centers (PTACs).

ECRC support for trading partners whose company name begins with the letters A-K, should contact:

**Palestine ECRC
2000 South Loop 256, Suite 11
Palestine, TX 75801
(903) 729-5570 or 1-888-CCR-2423
Fax (903) 729-7988**

ECRC support for trading partners whose company name begins with the letters L-Z, should contact:

**CCR Registration Assistance Center (CTC)
Johnstown ECRC
1450 Scalp Ave.
Johnstown, PA 15904
(814) 262-2325 or 1-888-CCR-2423
Fax (814) 266-2326**

**For contractors who only want to renew their CCR registration, the web site is:
<http://ccr.edi.disa.mil/>**

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

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1. Block 8 (continued)

Offer Due Date/Local Time: 10 Feb 00, Phila Time

2. Block 9 (continued)

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

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

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. 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.)

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ATTACHMENT 1 – EDI IMPLEMENTATION GUIDELINES
(SUSSTENCE TOTAL ORDERING AND RECEIPTING ELECTRONIC
SYSTEM)

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I. ITEMS/PRICING:

1. The offeror shall submit two (2) copies of their most recent and current product catalog listing. This will be indicative of your ability to source a diverse product line.
2. Pricing will be based on the following: Firm Fixed Unit Price
3. Definitions:

Unit Price – The total price charged to DSCP per unit for a product delivered to the Government.

II. AWARD DETAILS:

Any award made against this solicitation will result in an Indefinite Quantity/Indefinite Delivery Type Contract. MULTIPLE AWARDS WILL BE MADE FOR ALL CUSTOMERS LISTED 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 six month base period upon expiration of that term, for a total possible contract period of approximately 2 ½ 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. CUSTOMER SERVICE POLICY:

Contractor shall treat each of the ordering activities (U.S. Military bases as well as Non-DOD customers) covered under the contract as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

V. ADDITIONAL CUSTOMERS:

The Government reserves the right to add other military and federal agency customers located in the same geographic area covered by this solicitation at no additional cost. The customer(s) will be added based on a mutually agreed upon implementation plan. The transition period for implementation will be a minimum of 45 days and not more than 120 days. These potential customers cannot increase the dollar value of the contract by more than twenty-five percent (25%) in total. The capacity to add customers will not be evaluated prior to award.

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DISTRIBUTION AREA:

1. MILITARY INSTALLATIONS IN THE CONTINENTAL UNITED STATES:

Estimated total dollar value of this distribution area: \$562,500.00

Aberdeen Proving Ground MD

Altus AFB OK

Andrews AFB MD

Barksdale AFB LA

Beale AFB CA

Bolling AFB DC

Brooks AFB TX

Buckley AFB CO

Cannon AFB NM

Coast Guard Acty NY

Columbus AF MS

Davis Monthan AFB AL

Dover AFB DE

Dyess AFB TX

Edwards AFB CA

Eglin AFB FL

Ellsworth AFB SD

Ft. AP Hill VA

Ft. Bliss TX

Ft. Carson CO

Ft. Drum

Ft. Eustis/Monroe/Story

Ft. Hood TX

Ft. Meade MD

Ft. RedStone Arsenal

Ft. Richie/Ft. Detrick MD

Ft. Sam Houston TX

Ft. West Point NY

Good Fellow AFB TX

Grand Fork AFB ND

Hill AFB UT

Holloman AFB NM

Hurlburt Field FL

Keesler AFB MS

Kelly AFB- TX

Kirtland AFB NM

Lackland AFB TX

Langley AFB VA

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(Military Installations in the Continental U.S., continued)

Laughlin AFB TX
Little Rock AFB AR
Luke AFB AZ
MacDill AFB FL
Maxwell/Kirtland AFB NM
Maxwell/Gunter AFB AL
MC 29 Palms CA
MC Camp Pendleton CA
MC Paris Island SC
MCAS Miramar CA
McChord AFB WA
McConnell AFB KS
McGuire AFB NJ
MCRD San Diego CA
Minot AFB ND
Mntn Home AFB ID

Moody AFB GA
NAS Ft. Worth TX
NAS Lemoore CA
NAS Meridian MI
NAS N. Island San Diego CA
NAS Oceana VA
NAV NSGA Wntr Harbor ME
Naval Air Point Mugu CA
Naval Air Station Fallon NV
NAV Amphib, Little Creek VA
NAV Assault Craft Pendleton CA
NAV Cheatham Annex VA
NAV Dam Neck Flt Combat VA
Nav Kings Bay GA
NAV Port Hueneme CA
Nav Shipyard Norfolk VA
NAV Sub San Diego CA
Nav Wpn Yorktown VA
Nellis AFB NV
Offutt AFB NE
Patrick AFB FL
Peterson AFB CO
Pope AFB NC
Randolph AFB TX

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(Military Installations in the Continental U.S., continued)

- Robbins AFB GA
- Scott AFB IL
- Seymour Johnson AFB NC
- Shaw AFB SC
- Sheppard AFB TX
- Shriever AFB CO
- Tinker AFB OK
- Travis AFB CA
- Tyndall AFB FL
- USAF Academy CO
- U.S. Naval Home, Gulfport, MS
- Vandenberg AFB CA
- Warren AFB WY
- Whitman AFB MO
- Wright Patterson AFB OH

2. MILITARY INSTALLATIONS IN ALASKA:
Estimated Total Dollar Value of this Distribution Area: \$37,500

- Clear AFB, AK
- Eielson AFB, AK
- Elmendorf AFB, AK

3. MILITARY INSTALLATIONS IN HAWAII:
Estimated Total Dollar Value of this Distribution Area: \$37,500

- Air National Guard, Hickam AFB
- Barking Sands, Pearl Harbor
- CDC MCBH Kaneohe
- CDC West Hickam
- Hickam AFB
- Naval Brig, Pearl Harbor
- Naval Magazine, Lualualei
- Navcom East Pac, Wahiawa
- NSGA Kunia
- Pearl Harbor
- Schofield Army Base
- Tripler Army Base

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Estimated Total Dollar Value of this Distribution Area: \$37,500

4. MILITARY INSTALLATIONS IN GUAM:

Camp Covington, NMCB
CDC Anderson AFB
Commnav Marin NAS
Dept. of Education (DOE)
Navy Exchange, Santa Rita
Services Anderson AFB
Navy Exchange, Santa Rita
U.S. NCTAMS Westpac
U.S. Naval Hospital

5. NAVAL SHIPS AT PORTS IN THE CONTINENTAL UNITED STATES:

Estimated Total Dollar Value of this Distribution Area: \$37,500

NAV Dam Neck Fleet Combat
NAV Mayport Fisc 1
NAV Mayport Fisc 2

**6. NON DEPARTMENT OF DEFENSE (DOD) CUSTOMERS IN THE
CONTINENTAL UNITED STATES:**

Estimated Total Dollar Value of this Distribution Area: \$37,500

Federal Correctional Complex, Coleman, FL
Federal Correctional Institution, Marianna, FL
Job Corp., Grafton MA
U.S. Immigration, El Paso, TX

Section B

SUPPLIES OR SERVICES AND PRICES/COSTS

DESCRIPTION:

- 1) Beverage Base liquid carbonated Cola, Root Beer, etc., as required together with necessary CO2 cylinders for use in contractor furnished carbonated beverage dispensers,
- 2) Beverage Base concentrated Iced Tea, lemonade, etc. as required for use in contractor furnished post-mix dispensers.

Offered prices per line item must include not only the cost of the product but also the cost of furnishing dispensing equipment and CO2 cylinders and all related service costs.

NOTE: Changes to the assigned delivery days, shall be negotiated between the local bottler and the receiving activity.

Line Item 0001:

**Beverage Base, liquid, cherry cola, natural flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.297l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-412-5176**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Bag in Box Soda

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Line Item 0002:

Beverage Base, liquid, cherry, natural or imitation flavoring, or any combination thereof, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-383-3408

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Bag in Box Soda

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0003:

Beverage Base, liquid, cola, natural flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.927l)
bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9469

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Line Item 0004:

Beverage Base, liquid, flavored comparable to Dr. Pepper, natural or imitation flavoring, or any combination thereof, w/nutritive carbohydrate sweeteners, 5 gal. (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0005:

Beverage Base, liquid, ginger ale, natural or imitation flavoring, or any combination thereof, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9471

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0006:

Beverage Base, liquid, grape, natural or imitation flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9472

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Line Item 0007:

Beverage Base, liquid, lemon-lime, natural flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP. 8960-01-386-9474

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0008:

Beverage Base, liquid, orange, natural and imitation flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP. 8960-01-386-9475

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0009:

**Beverage Base, liquid, orange-lemon, natural or natural and imitation flavoring, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9476**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

Line Item 0010:

Beverage Base, liquid, root beer, natural or imitation flavoring, or any combination thereof, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9479

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

19-08-87

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0011:

**Beverage Base, liquid, strawberry, natural or imitation flavoring, or any combination thereof, w/nutritive carbohydrate sweeteners, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9477**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0012:

**Beverage Base, liquid, cola flavored, natural flavoring, low calorie, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-382-9199**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

Line Item 0012

Beverage Base, liquid, flavored comparable to Dr. Pepper, natural or imitation flavoring, or any combination thereof, low calorie, 5 gal (18.927 l) bag-in-box, for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9468

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line item 0014:

Beverage Base, liquid, lemon-lime flavor, natural flavoring, low calorie, 5 gal (18.927 l) bag-in-box,
for use w/carbonated beverage dispensers, ADCOP.
8960-01-386-9473

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

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4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0015:

**Beverage Base, fruit punch, w/nutritive carbohydrate sweeteners, concentrated, 3 gal (11.356 l)
bag-in-box, for use in a post-mix dispenser, ADCOP
8960-01-389-7129**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

**Solicitation No.: SP0300-99-R-8922
Bag in Box Soda**

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

Line Item 0016:

Beverage Base, ice tea, concentrated, sweetened or unsweetened, 3 gal (11.356 l) bag-in-box, for use in a post-mix dispenser, ADCOP 8960-01-389-7134

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0017:

Beverage Base, ice tea, concentrated, unsweetened, 3 gal (11.356 l) bag-in-box, for use in a post-mix dispenser, ADCOP
8960-01-406-3929

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0018:

**Beverage Base, lemonade, w/nutritive carbohydrate sweeteners, concentrated, 3 gal (11.356 l)
bag-in-box, for use in a post-mix dispenser, ADCOP
8960-01-406-3929**

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Line Item 0019:

Beverage Base, pink lemonade, w/nutritive carbohydrate sweeteners, concentrated, 3 gal (11.356
l) bag-in-box, for use in a post-mix dispenser, ADCOP
8960-01-406-3929

1. Military Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

Solicitation No.: SP0300-99-R-8922
Bag in Box Soda

2. Military Installations in Alaska:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

3. Military Installations in Hawaii:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

4. Military Installations in Guam:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

5. Naval Ships at Ports in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

6. Non-Department of Defense Installations in the Continental United States:

Unit Price: (Per Gallon)

Base Period _____
1st Option Period _____
2nd Option Period _____
3rd Option Period _____
4th Option Period _____

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DESCRIPTION/SPECIFICATIONS:

I. GENERAL INFORMATION:

The Defense Supply Center Philadelphia (DSCP) intends to enter into an Indefinite Quantity/Indefinite Delivery Type Contract for the supply of various carbonated beverages (soda) in bag-in-box containers, along with dispensing machines and CO2 containers.

II. DISPENSERS:

For Carbonated: The Contractor(s) shall furnish the type dispensers specified herein and all equipment, material, and labor required to furnish, install, maintain, and remove the same. The Contractor(s) shall furnish adequate instruction in the use of each system including connection and disconnection of the syrup and carbon dioxide (CO2) containers, to the dining facility personnel in each dining facility serviced under this contract. All dispensers shall have a minimum of five (5) outlets with one outlet being dedicated to water.

For Non-Carbonated: The Contractor shall furnish beverage dispensers which are continuously fed by an automatic proportioning pump and dispensing system. The Contractor shall furnish the type dispensers specified herein and all equipment, material, and labor, required to furnish adequate instruction in the use of each system, including connection and disconnection of syrup containers, to the dining facility personnel in each dining facility serviced under this contract. All dispensers shall have a minimum of two (2) outlets.

III. RESPONSIBILITY FOR CONTAINERS AND EQUIPMENT:

The Contractor(s) shall maintain all reusable containers and equipment in a sanitary condition and in good state of repair and working order. At the time of each delivery, the Contractor(s) shall remove from the premises of the Government all empty reusable containers, unless the Contracting Officer grants permission in writing for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of containers and equipment furnished by the Contractor(s).

Where dispenser is Government-furnished, the Contractor(s) shall furnish CO2 and maintenance and repair of the equipment, but not spare parts. The Contractor(s) will furnish a list of recommended spare parts for storage by the Government.

The estimated number of dispensers required for this contract will be a minimum of two(2) per dining facility.

IV. EMERGENCY SERVICE:

Emergency service shall be provided within twenty-four (24) hours after receipt of trouble call from the Government representative.

V. SITE VISITS:

Offerors are urged and expected to inspect installations to familiarize themselves with the locations of the delivery points and conditions under which deliveries will be required.

VI. ADCOP (COMMERCIAL) PRODUCT QUALIFICATION CLAUSE:

The product offered shall be regularly manufactured for sale in the commercial market with established commercial sales. Established commercial sales are defined as repetitive, not negligible in themselves, and sufficient to constitute a real commercial market for the item.

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Descriptions/Specifications above, for drink dispensers. This would primarily depend on individual customer preference and suitability of product.

2. Any equipment or material furnished for the purpose of dispensing these beverages shall remain the property of the contractor

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Nominal quantities, such as models, samples, prototypes, experimental units, and products sold on consignment are not considered meeting the requirement.

In order to establish commercial market acceptability of the item offered, an otherwise successful offeror, prior to award, may be required to provide the following sales data covering a one-year period prior to the date of issuance of this solicitation: NOTE: This information is not required to be submitted unless requested by the Contracting Officer).

- (1) **Catalog Identification:** For commercial products which must be slightly modified to conform to the solicitation item description requirement, the catalog identification and sales data of the most nearly equivalent items offered for sale commercially should be submitted.
- (2) **Sales categories and Period Covered:** Total sales volume may include sales to the general public (other than affiliates of the offeror) including sales to both retail and wholesale outlets and food service sales. Sales to state and local governments may also be included. The Contracting Officer may request evidence of these sales

Awards to those offerors offering under the market acceptability criteria will be made only if the test of the market acceptability as well as other applicable responsibility factors is met. Failure to supply information when requested to establish commercial market acceptability may result in a determination of nonresponsibility (i.e.: rejection of the offeror's proposal under this option).

By submission of an offer under the commercial market acceptability criteria, the offeror certifies that the product offered meets the salient characteristics of the item description contained in the solicitation. Additionally, the offeror certifies that the item conforms to the producer's own drawings, specifications, standards, and quality assurance practices, and is the same as the product offered for sale in the commercial market place in all respects except for those minor modifications which may have been required to conform with the solicitation's item description. The government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided under the provisions of the contract.

VII. **JUICE/DRINK DISPENSERS (When Applicable):**

1. For selected customer facilities, the Contractor shall furnish beverage dispensing machines and beverage products, as specified herein. All management, labor, transportation and supplies required to repair and maintain Contractor's equipment shall be the sole responsibility of the Contractor.
2. The Contractor shall furnish mechanically refrigerated dispensing machines suitable for use with the Contractor's bag-in-the-box juices and drinks. Sufficient machines/dispensing heads shall be supplied to accommodate the specific requirements of the dining facility in which they are installed.
3. The Contractor will provide a technically qualified service representative who will perform monthly maintenance and quality control inspection on each dispensing system. (More frequently if deemed necessary).
4. Any equipment or material furnished for the purpose of dispensing these beverages shall remain the property of the Contractor.

VIII. **SODA DISPENSERS (WHEN APPLICABLE):**

1. After Award, the Contractor may furnish dispensers and bases for carbonated soda beverages in a similar fashion to the requirement delineated in section entitled

CONTRACT CLAUSES**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 1999)**

(a) *Standard Industrial Classification (SIC) Code and Small Business Size Standard.* The SIC 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;
- (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 Offers.*

Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(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://www.dodssp.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 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 INSTRUCTIONS TO OFFERORS-
COMMERCIAL ITEMS (APR 1998)**

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

1. Paragraph (a). Delete all references to the "SIC Code".

2. Paragraph (b) Submission of offers.

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).

Faxed offers are not authorized for this solicitation.

3. Paragraph (b), Submission of offers, is expanded as follows:

(12) Proposal Preparation

(i) The proposal shall be submitted in two (2) parts.

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/SUGGESTED</u>
I	Technical (Written)	5
II	Business	2

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal (Oral and Written) shall contain no reference to cost or pricing data. 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.

(iii) 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**.

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

4. Paragraph (c) Period for acceptance of offers.

- Period of acceptance is 120 days.

5. 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 p.m. 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 of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (OCT 1999) ALTERNATE 1 (OCT 1998)**

(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 standard industrial classification code designated.

"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.

"Small disadvantaged business concern" means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

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

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

"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.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6050M).

(1) *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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.:

- Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of a Federal, state, or local government;
 Other. State basis. _____

(2) **Corporate Status.**

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
 Other corporate entity;
 Not a corporate entity:
 Sole proprietorship
 Partnership
 Hospital or extended care facility described in 26 CFR

501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) **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) **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.

(3) **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)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(4) *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.

(5) *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:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the 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):

Number of Employees

- 50 or fewer
- 51 - 100
- 101 - 250
- 251 - 500
- 501 - 750
- 751 - 1,000
- Over 1,000

Average Annual Gross Revenues

- \$1 million or less
- \$1,000,001 - \$2 million
- \$2,000,001 - \$3.5 million
- \$3,500,001 - \$5 million
- \$5,000,001 - \$10 million
- \$10,000,001-\$17 million
- Over \$17 million

(7) (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: _____.)

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) (The offeror shall check the category in which its ownership falls):

- Black American.
- Hispanic American.
- Native American
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall

Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

- _____ Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
_____ Individual/concern, other than one of the preceding.

(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--Trade Agreements--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.)

(g) *Buy American Act - North American Free Trade Agreement (NAFTA) Implementation 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.)

(h) *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.

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)
_____	_____
_____	_____
_____	_____

**52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(MAY 1999)****(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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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--

- (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.

(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

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

1. Paragraph (a), *Inspection/Acceptance*, is revised to add the following:
"Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer."

2. Paragraph (c), *Changes*, is deleted in its entirety and replaced with the following:

(c) *Changes*.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(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.

(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 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 (o), *Warranty*, is revised to add the following:

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

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product
- (ii) DSCP Contracting Officer
- (iii) DSCP Account Manager
- (iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

- (i) Reason for recall
- (ii) Level of recall, i.e. Type I, II or III
- (iii) Description of product
- (iv) Amount of product
- (v) List of customers that have received product
- (vi) Name and phone number of responsible person (Recall

Coordinator).

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer."

4. Paragraph (t), *Price Changes*, is added as follows:

(t) *Price Changes*.

(1) Definitions.

(i) **Unit Price** - The total price charged to DSCP per unit for a product delivered to the Government consists of two (2) components: delivered price and distribution price. This price shall not extend more than two (2) places past the decimal point.

(ii) **Delivered Price** - The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.

(ii) **Distribution Price** - The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. This distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs, transportation costs and any other expenses.

(2) Effective Period of Prices. Pricing will be at the time of order. These prices will be fixed until delivery, provided that the delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date. The offeror warrants that the current delivered prices do not include any allowance for possible future increases. The vendor may not submit its invoices to DFAS Columbus for payment until notified by the customer that all product has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and

conditions. (Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.)

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each item category of items, which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See the "EDI Implementation Guidelines" Attachment to this solicitation for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices which it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor's commercial business as well as suppliers' quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As a minimum, the Contracting Officer shall review the invoice in conjunction with the distribution price to verify the accuracy of the delivery order unit price (i.e. the unit price in effect in the contractor's electronic catalog at the time of delivery order placement).

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide

the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the following should be noted by the contractor:

Variable weight items (such as meat and poultry (roasts, turkey, etc.) and lump sum billing can not be receipted in decimals, e. g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) The contractor shall promptly refund or credit any overcharges discovered during this period. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to 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); and
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to 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).
- (ii) Alternate I to 52.219-5.
- (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).
- (ii) Alternate I of 52.219-23.
- (9) **52.219-25**, Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (Pub. L. 103-355, s 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).

(11) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).

(12) **52.222-26**, Equal Opportunity (E.O. 11246).

(13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

Paragraphs (16) through (18) are not applicable and have been deleted.

(19) **52.225-18**, European Union Sanction for End Products (E.O. 12849).

(20) **52.225-19**, European Union Sanction for Services (E.O. 12849).

Paragraph (21) is not applicable and has been deleted.

(22) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(23) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(24) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).

(25) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)

(26) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to 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.).

(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.).

(d) *Comptroller General Examination of Record.*

The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

**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 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 the Transportation of Supplies by Sea clause. If 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."

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999) DFARS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) 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).
- 252.247-7024** Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the contractor shall include the terms of the following clause, 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).

**52.212-9000 MANDATORY PROVISIONS COMMERCIAL ITEMS (JUN 1997)
DLAD**

The following DLAD provision applies:

52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision, on the initial protest; it is not a review of a contracting officer's decision on a protest 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.

**52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY
(MAR 1996)**

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA). The General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The

Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
703-998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
703-560-6800

52.211-9P38 PLACE OF PERFORMANCE (Mar 1999) DSCP

- (a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.215-6) information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.
- (b) No change in the places(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the Contracting Officer's written approval.
- (c) Any change in 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.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or 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.
- (b) 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

_____	_____
_____	_____
_____	_____

52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Phone Number: _____

FAX Number: _____

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.

52.215-9003 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.

52.217-9P12 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 one year.

(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.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) ALTERNATE I (MAY 1997) 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 the Supplies or Services and Prices Section 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.

**52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA)
PROGRAM (DEC 1997) DLAD**

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

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

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business

specialists (from the buying activity and/or the Defense Contract Management Command) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

**52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA)
PERFORMANCE (DEC 1997) DLAD**

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protégé based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMC component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protégé that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

52.219-16 Liquidated Damages--Subcontracting Plan (Jan 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts

covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (May 1999)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at FAR 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW, MS-334A-SIB
Washington, DC 20245.

The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g. acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

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

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

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry

Inspection Directory," published by the Meat and Poultry Inspection Program, AMS, USDA.

(3) The item, to be acceptable, shall, on delivery bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

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

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

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

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the US Public Health Service," Public Health Service Publication No. 229.

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

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

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

(i) Fruits, vegetables and juices thereof

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

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above). Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to Armed Forces procurement agencies for commissary store resale.

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

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

(b) Delivery Conveyances

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

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) 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 sub-units 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://ccr.edi.disa.mil>.

**INSTRUCTIONS, CONDITIONS AND OTHER
NOTICES TO OFFERORS**

This section has been designed to assist you in preparing complete business proposals. The technical and business proposals are essentially for evaluation purposes, however, the Government reserves the right to incorporate parts of an awardee's technical or business proposal, as necessary, into any resultant contracts, specifically those parts which differ from or exceed the solicitation requirements.

The technical proposal must demonstrate the offeror's ability to furnish product that meets the Government's minimum needs. The offeror must provide sufficient detail to ensure an understanding of the proposal by the evaluators. When the offeror intends to use a subcontractor/distributor, the offeror must supply all of the requested information. This includes the right to conduct site visits after receipt of proposals to verify and assess technical, quality, and delivery capabilities, etc. Performance risk assessment will be an integral part of the evaluation process, particularly in regards to technical evaluation factors.

The technical proposal is considered more important than price. Proposals will be evaluated for both technical merit and price reasonableness following the evaluation procedures in the section entitled "Evaluation Factors for Award" of this solicitation. Failure to provide the information requested may render the offeror's proposal unacceptable.

All factors and subfactors pertain to the requirements, terms, and conditions as cited in this solicitation, SP0300-99-R-8922. The Technical Proposal should address each factor and subfactor in the same order as presented on the following pages.

1. DELIVERY/DISTRIBUTION SYSTEM

The offeror shall specify the plant to destination transportation system to be utilized. The offeror shall provide a detailed plan for meeting the delivery schedule including truck/tractor-trailer/van scheduling, loading, and transporting to the destination.

2. EXPERIENCE/PAST PERFORMANCE

Experience

The offeror shall provide examples of its ability to prepare product for national shipment; coordinate with commercial and/or other Government customers. These descriptions shall include the extent of the experience of any partners, joint ventures, subcontractors, etc., who will be performing on this contract.

Past Performance

The offeror shall provide a list of Government contracts entered within the past two years. If the offeror has not had Government contracts, provide a list of its five highest dollar value commercial contracts for the past two years. The offeror shall provide a point of contact and telephone number, dollar value, date of contract, contract quantity, and period of performance for each listed contract.

For contracts cited above, state the frequency of deliveries and estimated quantities per delivery. Address nonconformances, delivery problems, deviations or returned product and how each situation was handled'.

3. QUALITY CONTROL/QUALITY ASSURANCE

Quality Control

The offeror shall describe its inspection procedures and code dating system, as well as that of any subcontractors/distributors. Information should include in-process and end item inspection procedures. The offeror shall describe controls for selection qualified suppliers and distributors, and procedures for maintaining quality control and surveillance over subcontractors, suppliers, and distributors to ensure receipt of items consistent with cost, schedule, and quality standards.

Identity of Product

Offeror shall describe the items offered in sufficient detail to determine the product's salient characteristics for comparison to those solicited in the schedule of items.

4. CUSTOMER SERVICE**a. Installation of Equipment**

The offeror shall describe their plan to install dispensing equipment at the various dining facilities. Equipment furnished for the purpose of dispensing carbonated beverages (soda) shall remain the property of the Contractor(s).

b. Maintenance of Equipment

The offeror shall outline maintenance plan to include workforce, scheduled preventive maintenance, etc., that will be effected to keep equipment operative. The offeror shall describe method of responding to emergency calls for repair of inoperable equipment. In an emergency, vendor will be required to repair or replace inoperable equipment within 24 hours of an emergency call from the dining facility manager or an authorized representative.

5. DLA MENTORING BUSINESS AGREEMENT (MBA)

The DLA Mentoring Business Agreement (MBA) is designed to provide developmental assistance to small business, small disadvantaged business, and women-owned businesses (SB/SDB/WOB) in return for value-added services and/or products.

The purpose of the DLA MBA program is to provide maximum opportunity to the small business community to participate in DLA's reengineered business processes in the awarding of contracts at either prime or subcontractor level. Under this program, a business relationship is established between the prime contractor (either a large or small business) acting as a mentor, and a small business, small disadvantaged business or women-owned business small business as the protégé. MBA's will provide for longer-term stability and opportunity for growth and it will encourage long-term business relationships which transcend performance under specific contracts. The program goal is not to create governmental dependent protégés but to enable these firms to become more viable in the commercial marketplace.

MBA's should consist of one or more arrangements between the offeror and a small business, small disadvantaged business or women-owned small business concern who participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful. Ideally, the protégé can bring to the relationship a distinctive proficiency or capability which supports the mentor's business objectives and produces mutually beneficial results. For example, the mentor firm may provide consulting services in business management disciplines while the protégé firm will bring the special expertise relative to its business niche to the business arrangement.

An MBA shall be a written agreement between the prime contractor and the small business, small disadvantaged business or women-owned small business involved. Mentors will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

a) Participants

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

Name, Address, and Plant Location for contract holder and potential small business, small disadvantaged business or women-owned small business participants.

Point of Contact, Job Title, and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

The number of people employed by the small business, small disadvantaged business or women-owned small business concerns.

b) Agreement Type

Describe the type of agreement between the contract holder and the small business, small disadvantaged business or women-owned small business concern. The agreement should state the benefits of the plan for both parties. DSCP will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreement(s) should clearly define the roles and responsibilities of each party. Plans that identify new business ventures, rather than expansion of existing agreements, are preferred.

The mentoring plan or agreement shall specifically identify the areas of developmental assistance (i.e., management/technical) that will be provided.

Provide a discussion of the areas chosen for mentoring.

Describes the scope of the plan (i.e., whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts.)

The offeror shall identify and describe the management control techniques that would be used to ensure that contract requirements are met. This should include their record-keeping and communication techniques and the methods to be used to control and track performance.

c) Program Objectives

Provide a chart indicating the milestones for program implementation.

Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- (1) An increase in the dollar value of subcontracts awarded to small business, small disadvantaged business or women-owned small business concerns under DOD contracts.
- (2) An improvement in the level of participation in DOD, other Federal agencies, and commercial opportunities.

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. This consists of all overhead, packaging, transportation, any projected expenses, CO2, maintenance and service fees, and anticipated profit.
- (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 period and each option period.
- (4) Offerors are to submit their most current commercial catalog listing with prices for these line items. If an offeror carries a variety of brands for the same line item product, the lowest priced item meeting the prescribed quality requirements shall be submitted for purposes of evaluation. The unit pricing must be consistent with the DOD item description. The unit prices given should correspond to the particular unit of issue for each item.

NOTE: All offered unit prices may be subject to verification prior to the award of these contracts.

Product Listing

The offeror shall submit two (2) copies of their complete current product and/or current commercial catalog listing with prices for the line items listed elsewhere in this solicitation. A copy of the commercial order guide could be used as a substitute provided the price of the item, item description, unit of issue, item number and any other applicable information is included.

**TECHNICAL PROPOSAL EVALUATION CRITERIA
(VOLUME I)**

A. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. As the technical merit and the evaluated cost or price become essentially equal, other factors as listed below may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

- (1) Small disadvantaged business concerns
- (2) Small business concerns which are also labor surplus area concerns
- (3) Other small business concerns
- (4) Other concerns which are also labor surplus concerns

B. Technical Evaluation Factors are listed in descending order of importance. Subfactors within a factor are of equal importance:

- (1) DELIVERY/DISTRIBUTION SYSTEM
- (2) EXPERIENCE/PAST PERFORMANCE/QUALITY ASSURANCE

Experience
Past Performance
- (3) Quality Control/Quality Assurance

Quality Control
Identity of Product
- (4) CUSTOMER SERVICE

Installation of Equipment
Maintenance of Equipment
- (5) DLA MENTORING BUSINESS AGREEMENT (MBA) PROGRAM

(1) DELIVERY/DISTRIBUTION SYSTEM

- a. **Delivery Experience:** Based on experience demonstrated by the offeror, the Government will determine the offeror's ability to successfully handle the loading and transporting of product for national delivery, as well as ability to coordinate with other commercial customers and knowledge of commercial systems. Government will evaluate experience and reliability of transportation system in conforming to stated delivery schedule to meet delivery times, including truck/tractor trailer/van scheduling, loading, and transporting to the destination.

(2) EXPERIENCE/PAST PERFORMANCE

- a. **Experience:** Offeror shall describe the extent of experience of their own corporate entity, or any partners, joint ventures, subcontractors, etc., who will be performing on this contract. The Government will use this information to determine if the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.
- b. **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. Evaluation of past performance and experience will be subjective based on an assessment of all relevant facts and circumstances.

(3) QUALITY CONTROL/QUALITY ASSURANCE

- a. **Quality Control:** The Government will evaluate the offeror's quality control plan, including its inventory rotation methods, code dating procedures, and systems for identification and correction of deficiencies and resolution of customer complaints. The Government will also evaluate the offeror's current Quality Control organization and chart. This evaluation will be used to determine the offeror's ability to ensure that quality product is furnished to the customers.

- b. Identity of Product: The Government will determine that the item description provided by the offeror is in sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items.

(4) CUSTOMER SERVICE

- a. Installation of Equipment: The Government will assess and evaluate the offeror's plan for installation of the dispensing equipment for carbonated beverages (soda).
- b. Maintenance of Equipment: The Government will assess and evaluate the offeror's maintenance plan for preventive maintenance and operative functioning of all machines.

(5) DLA MENTORING BUSINESS AGREEMENT (MBA) PROGRAM

The Government will evaluate the offeror's response in participating in the DLA Mentoring Business Agreement whereby SB/SDB and WOSB are afforded the opportunity, through the assistance of the prime contractor, to participate in the federal procurement process. This evaluation will be used to determine the offeror's willingness to assist SB/SDB and WOSB firms in receiving better market shares under the prime contractor contracts.

**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. However, the Government reserves the right to evaluate any and all prices submitted with this offer. 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.

2. PRODUCT LISTING

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the business proposal.

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