

SPM300-04-R-0314

CAUTION NOTICE

IMPORTANT INVOICING AND SYSTEM CHANGES

The Defense Logistics Agency is currently undergoing a Business System Modernization (BSM) initiative. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. Defense Supply Center Philadelphia (DSCP), Subsistence is migrating toward more and more use of the electronic mediums available to conduct business with you as our business partners. Market Ready contracts with DSCP's Central Region are going under the new BSM system.

This BSM initiative will change the way you currently invoice. BSM conforms to a strict adherence of detailed line item payment in concert with the order. As a condition of contract award, suppliers will be required to process electronic invoices via one of four methods. An electronic invoicing system will enable expeditious payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available.

One of the below methods must be used as paper invoices are no longer a viable option:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.
2. There are companies available for a fee that will turn your flat files into EDI Invoices (810 transactions).
3. A web based solution is the Defense Finance and Accounting Service (DFAS) implemented Web Invoicing System (WinS). WinS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to <http://ecweb.dfas.mil/notes.html>. This requires creating an invoice line by line on the web and the invoice would flow electronically to DFAS.
4. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system will be found on the DSCP web page for subsistence, <http://www.dscp.dla.mil/subs/>. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DSCP account manager, who will work at resolving the differences, however the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DSCP Account Manager or Buyer.

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See Clause 252.232-7003 Electronic Submission of Payment Requests.

There will be little change for you in the way you receive and deliver orders to our customers. If you receive faxed orders there may be a slight delay in getting them as they are transferred from the STORES ordering and receipt system to our new operating (BSM) system using SAP. The changes with BSM will affect all the customers under this solicitation except Batesville Job Corps Center and Shreveport Job Corps Center. The biggest change for all participants will be the Contract Number itself. Under BSM, contracts will no longer have the SP0300 number indicating the Subsistence directorate. The contract number will now begin with SPM300. This change must be reflected in all transactions, but most importantly on the invoices. As an example:

Current Contract Number
SP0300-04-DWVXXX

Contract Number Under BSM
SPM300-04-DWXXX

SPM300-04-R-0314

CAUTION NOTICE

ALL ITEMS SUPPLIED UNDER THE CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION MUST COMPLY WITH THE BERRY AMENDMENT (10 UNITED STATES CODE SECTION 2241, NOTE 1) AND THE PROVISIONS OF (252.225-12). THESE REFERENCES REQUIRE THAT ALL ITEMS SUPPLIED UNDER THE CONTRACT MUST BE MANUFACTURED OR PROCESSED IN THE UNITED STATES.

SPM300-04-R-0314

NOTICE TO OUR VALUED SUPPLIERS

THE FOLLOWING ATTACHED FORMS REQUIRE INFORMATION TO BE FURNISHED BY EACH OFFEROR.

ANY QUESTIONS MAY BE DIRECTED TO THE CONTRACT SPECIALIST AT THE TELEPHONE NUMBER SHOWN ON PAGE 1, BLOCK 7.

1. COMPLETE PAGE 1, BLOCKS 17a, 30a, b, c
2. COMPLETE ALL "SCHEDULE" SHEETS (OFFERED PRICES)
3. COMPLETE "**OFFEROR QUALIFICATIONS" AND ORDERING AND PAYMENT/INVOICE POINTS OF CONTACT AND TELEPHONE NUMBERS** LOCATED AT THE END OF EACH GROUP
4. COMPLETE THE FOLLOWING CLAUSES:

52.212-3	PAGES <u>47</u> THRU <u>53</u>
252.212-7000	PAGE <u>62</u>
52.215-6	PAGE <u>66</u>
AUTHORIZED NEGOTIATORS	PAGE <u>68</u>

NOTE: The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100." The Clause is located on page 60 of this solicitation.

NOTE: All offerors are required to submit a **Wholesale Price List** with their offer.

SUBMIT THE FOLLOWING:

CAGE CODE: _____ DUNS #: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 70
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-04-R-0314		6. SOLICITATION ISSUE DATE 07/30/2004
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA SADGWAR/CONTRACT SPEC.		b. TELEPHONE NUMBER (No collect calls) 215-737-4684	8. OFFER DUE DATE/ LOCAL TIME 08/23/04 3:00 pm
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 NOTE: Mail/Handcarry/Transmit offer as specified on Page 2.		CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311812 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BREAD AND BAKERY PRODUCTS PERIOD: 31 OCT 2004 - 05 NOV 2005 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>SPM3004R0314</u> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			RAYMOND W. POPLAS		

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued):

Offer due date and local time is: August 23, 2004 at 3:00 p.m.

Block 9 (Continued):

- Address **Mailed Offer** To:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

- Deliver **Handcarried Offer**, Including Delivery By Commercial Carrier, To:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg 36, Second Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "handcarries" the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals 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

- Send **Facsimile Offer** To: (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized.

ITEMS TO BE PROCURED: BREAD & BAKERY PRODUCTS

REQUIREMENTS FOR:

GROUP I SHIPS AT INGALLS AND ANY VISITING SHIPS IN PASCAGOULA, MS AND MOBILE, AL (TROOP ISSUE); KEESLER AFB, MS AND NCBC GULFPORT, MS (TROOP ISSUE)
GROUP II COLUMBUS AFB, MS (TROOP ISSUE)
GROUP III NAS MERIDIAN, MS (TROOP ISSUE)
GROUP IV BATESVILLE JOB CORPS CENTER, MS
GROUP V BARKSDALE AFB, LA (TROOP)
GROUP VI SHREVEPORT JOB CORPS CENTER, LA
GROUP VII FT. POLK, LA (TROOP)
GROUP VIII NAVAL SUPPORT ACTIVITY (NSA), NAVAL AIR STATION (NAS), NEW ORLEANS, LA; AND US NAVY SHIPS @ PORT OF NEW ORLEANS & AVONDALE SHIPYARD, LA (TROOP ISSUE)

EFFECTIVE PERIOD OF THE CONTRACT:

31 OCT 04 - 05 NOV 05 (12 MONTHS)

MINIMUM/MAXIMUM QUANTITIES: SEE CLAUSE 52.216-22 INDEFINITE QUANTITY

THE QUANTITIES SHOWN IN THE "SCHEDULE" REPRESENT THE QUANTITIES ESTIMATED TO BE ORDERED OVER THE DELIVERY PERIOD. OFFERS WILL BE EVALUATED BASED ON THE ESTIMATED QUANTITIES.

THE CONTRACT MINIMUM AMOUNT TO BE ORDERED UNDER ANY CONTRACT(S) IS 25% OF THE TOTAL ESTIMATED CONTRACT DOLLAR AMOUNT.

THE MAXIMUM AMOUNT WHICH CAN BE ORDERED UNDER THE CONTRACT IS 25% OVER THE ESTIMATED CONTRACT DOLLAR AMOUNT.

NOTE: OFFEROR MUST FURNISH A COPY OF THEIR CURRENT WHOLESALE PRICE LIST, CATALOG, SCHEDULE OR OTHER FORMS CONTAINING COMMERCIAL PRICING INFORMATION CROSS-REFERENCED TO THE ITEMS OFFERED UNDER THIS SOLICITATION.

NOTE: UNIFORM PRICING IS REQUESTED - I.E. SAME PRICE FOR SAME ITEM IS REQUESTED AMONG THE GROUPS.

REMINDER: ALL UNIT PRICES MUST BE ROUNDED TO TWO DECIMAL PLACES.

GROUP I - SHIPS AT INGALLS SHIPYARD, AND ANY VISITING SHIPS IN PASCAGOULA, MS AND MOBILE, AL (TROOP ISSUE); KEESLER AFB, MS; AND NAVAL CONSTRUCTION BATTALION CTR, GULFPORT, MS (TROOP ISSUE)

<u>ITEMS</u>	<u>EST TOTAL</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>QUANTITY</u>				
WHITE SANDWICH BREAD, PAN BAKED, FRESH					
1. 16 - 24 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	21,000	LB	_____	_____	\$ _____
WHITE SANDWICH BREAD, PAN BAKED, FRESH					
TEXAS TOAST					
2. 16 - 24 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	17,000	LB	_____	_____	\$ _____
PART WHOLE WHEAT, ROUND TOP BREAD, PAN BAKED, FRESH,					
3. MIN 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	3,600	LB	_____	_____	\$ _____
100% WHOLE WHEAT SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH					
4. MIN 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY SANDWICH OR ROUND TOP _____ SPECIFY PRODUCT CODE _____	6,000	LB	_____	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
RYE SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH				
5. MIN 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY SANDWICH OR ROUND TOP _____ SPECIFY PRODUCT CODE _____	1,000	LB	_____	\$ _____
RAISIN SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH				
6. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY SANDWICH OR ROUND TOP _____ SPECIFY PRODUCT CODE _____	1,100	LB	_____	\$ _____
FRENCH BREAD, HEARTH BAKED, SLICED, WITHOUT SEEDS, FRESH				
7. 16 - 20 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	200	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH				
8. 6 OR 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,500	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>QUANTITY</u>	<u>UNIT</u>			
WHITE HOT DOG ROLLS, PAN BAKED, FRESH					
9. 16 - 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	2,500	LB	_____		\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH					
10. 6 OR 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	3,500	LB	_____		\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH					
11. 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	20,000	LB	_____		\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH					
12. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	2,500	LB	_____		\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH, NO SEEDS				
MIN 5" DIAMETER				
13. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,500	LB	_____	\$ _____
WHITE DINNER ROLLS, PAN BAKED, FRESH				
14. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,000	LB	_____	\$ _____
WHITE DINNER ROLLS, PAN BAKED, SMALL, FRESH				
15. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,500	LB	_____	\$ _____
WHEAT DINNER ROLLS, PAN BAKED, SMALL, FRESH				
16. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,500	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
BROWN & SERVE ROLLS, FRESH				
17. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	16,000	LB	_____	\$ _____
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH				
18. MIN 18 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY ROLLS (SUB, TORP, GRND, HOAG) _____ SPECIFY PRODUCT CODE _____	5,200	LB	_____	\$ _____
ENGLISH MUFFINS, FRESH				
19. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,500	LB	_____	\$ _____
BAGELS, ASSORTED, FRESH				
20. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY FLAVORS _____ SPECIFY PRODUCT CODES _____	6,400	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
ROLLS, VARIETY SPECIALTIES, FRESH, SEEDED, 7" "PO BOY"				
21. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,500	LB	_____	\$ _____
PLAIN KAISER ROLLS, FRESH				
22. MIN 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	6,500	LB	_____	\$ _____
WHEAT KAISER ROLLS, FRESH				
23. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,200	LB	_____	\$ _____
6" FRENCH HOAGIE ROLLS, FRESH				
24. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____

TORTILLAS, FLOUR, FRESH

25. MIN 10 PER PKG
 SPECIFY COUNT PER PKG _____ 300 LB _____ \$ _____
 SPECIFY NET WGT PER PKG _____
 SPECIFY PRICE PER PKG _____
 SPECIFY PRODUCT CODE _____

ESTIMATED TOTAL GROUP I: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR ORDERING, INVOICING AND PAYMENT PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP II - COLUMBUS AFB, MS (TROOP ISSUE)

<u>ITEMS</u>	<u>EST TOTAL</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>QUANTITY</u>				
WHITE SANDWICH BREAD, PAN BAKED, FRESH					
26. MIN 20 OZ LOAF	400	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY PRODUCT CODE _____					
WHITE SANDWICH BREAD, PAN BAKED, FRESH,					
TEXAS TOAST					
27. MIN 16 OZ LOAF	400	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY PRODUCT CODE _____					
100% WHOLE WHEAT SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH					
28. MIN 16 OZ LOAF	400	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY SANDWICH OR ROUND TOP _____					
SPECIFY PRODUCT CODE _____					
RAISIN SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH SLICED					
29. MIN 16 OZ LOAF	200	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY SANDWICH OR ROUND TOP _____					
SPECIFY PRODUCT CODE _____					

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
RYE SANDWICH BREAD, PAN BAKED, FRESH				
30. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____
FRENCH OR ITALIAN BREAD, HEARTH BAKED, FRESH SLICED				
31. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (FRCH, ITLN) _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH				
32. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH				
33. 8 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	700	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH, NO SEEDS				
MIN 5" DIAMETER				
34. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____
WHEAT HAMBURGER ROLLS, PAN BAKED, FRESH, NO SEEDS				
35. 8 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH				
36. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY ROLL (SUB, TORP, GRND, HOAGE) _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____
SUBMARINE ROLLS, HEARTH BAKED, FRESH, MIN 7" SLICED				
37. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
BROWN & SERVE ROLLS, FRESH, NO SEEDS				
38. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	500	LB	_____	\$ _____
WHOLE WHEAT DINNER ROLLS PAN BAKED, FRESH				
39. 12 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____
BAGELS, ASSORTED, FRESH				
40. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY FLAVORS _____ SPECIFY PRODUCT CODES _____	50	LB	_____	\$ _____

ESTIMATED TOTAL GROUP II: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR ORDERING, INVOICING AND PAYMENT PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP III - NAS MERIDIAN, MS (TROOP ISSUE)

<u>ITEMS</u>	<u>EST TOTAL</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>QUANTITY</u>				
WHITE SANDWICH BREAD, PAN BAKED, FRESH					
41. MIN 20 OZ LOAF	1,500	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY PRODUCT CODE _____					
WHITE SANDWICH BREAD, PAN BAKED, FRESH, TEXAS TOAST					
42. MIN 16 OZ LOAF	1,500	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY PRODUCT CODE _____					
PART WHOLE WHEAT SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH					
43. MIN 16 OZ LOAF	100	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY SANDWICH OR ROUND TOP _____					
SPECIFY PRODUCT CODE _____					
100% WHOLE WHEAT SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH					
44. MIN 16 OZ LOAF	50	LB	_____		\$ _____
SPECIFY LOAF OFFERED _____					
SPECIFY PRICE PER PKG _____					
SPECIFY SANDWICH OR ROUND TOP _____					
SPECIFY PRODUCT CODE _____					

<u>ITEMS</u>	<u>EST TOTAL</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>QUANTITY</u>				
RAISIN SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH, SLICED					
45. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY SANDWICH OR ROUND TOP _____ SPECIFY PRODUCT CODE _____	500	LB	_____	_____	\$ _____
RYE SANDWICH BREAD, PAN BAKED, FRESH					
46. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	_____	\$ _____
FRENCH OR ITALIAN BREAD, HEARTH BAKED, FRESH SLICED					
47. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (FRCH, ITLN) _____ SPECIFY PRODUCT CODE _____	1,200	LB	_____	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH					
48. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,800	LB	_____	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
<p>WHITE HAMBURGER ROLLS, PAN BAKED, FRESH</p>				
<p>49. MIN 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	4,000	LB	_____	\$ _____
<p>WHITE HAMBURGER ROLLS, PAN BAKED, FRESH, NO SEEDS</p>				
<p>MIN 5" DIAMETER</p>				
<p>50. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	50	LB	_____	\$ _____
<p>HOAGIE ROLLS, FRESH</p>				
<p>51. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	50	LB	_____	\$ _____
<p>SUBMARINE ROLLS, HEARTH BAKED, FRESH, MIN 7" SLICED</p>				
<p>52. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	700	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
BROWN & SERVE ROLLS, FRESH, NO SEEDS				
53. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____

WHOLE WHEAT DINNER ROLLS PAN BAKED, FRESH				
54. 12 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____

ESTIMATED TOTAL GROUP III: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR **ORDERING, INVOICING AND PAYMENT** PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP IV - BATESVILLE JOB CORPS CENTER, MS

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
WHITE SANDWICH BREAD, PAN BAKED, FRESH				
55. MIN 20 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,600	LB	_____	\$ _____
100% WHOLE WHEAT, ROUND TOP BREAD, PAN BAKED, FRESH, NO SEEDS				
56. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	300	LB	_____	\$ _____
FRENCH BREAD, HEARTH BAKED, SLICED, WITHOUT SEEDS, FRESH				
57. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	700	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH NO SEEDS				
58. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	500	LB	_____	\$ _____

<u>ITEMS</u>	<u>EST TOTAL</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH				
59. MIN 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,200	LB	_____	\$ _____
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH				
60. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY ROLL (SUB, TORP, GRND, HOAG) _____ SPECIFY PRODUCT CODE _____	3,500	LB	_____	\$ _____
BROWN & SERVE ROLLS, FRESH, NO SEEDS				
61. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	2,000	LB	_____	\$ _____
CAKE, FRESH, SNACK, ASSORTED, (MIN 2 OZ)				
62. MIN 1 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY FLAVORS _____ SPECIFY PRODUCT CODES _____	1,500	LB	_____	\$ _____

ESTIMATED TOTAL GROUP IV: \$ _____

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP V - BARKSDALE AFB, LA (TROOP)

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
WHITE ROUND TOP BREAD, PAN BAKED, FRESH THIN SLICED				
63. 22 - 24 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	4,500	LB	_____	\$ _____
TEXAS TOAST				
64. 20 - 24 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,500	LB	_____	\$ _____
100% WHOLE WHEAT ROUND TOP OR SANDWICH BREAD, PAN BAKED, FRESH				
65. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY ROUND TOP OR SANDWICH _____ SPECIFY PRODUCT CODE _____	1,600	LB	_____	\$ _____
RAISIN SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH, SLICED				
66. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY SANDWICH OR ROUND TOP _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>WHITE HOT DOG ROLLS, PAN BAKED, FRESH</p>				
<p>67. 12 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	1,000	LB	_____	\$ _____
<p>WHITE HAMBURGER ROLLS, PAN BAKED, FRESH</p>				
<p>68. 12 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	7,500	LB	_____	\$ _____
<p>WHEAT HAMBURGER ROLLS, PAN BAKED, FRESH, NO SEEDS</p>				
<p>69. MIN 8 PER PKG SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____</p>	400	LB	_____	\$ _____
<p>SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH</p>				
<p>70. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (SUB, TOR, GRD, HOAG) OF ROLL _____ SPECIFY PRODUCT CODE _____</p>	800	LB	_____	\$ _____

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
STEAK BUN (PAN BAKED), FRESH				
71. 6 - 8 PER PKG	800	LB	_____	\$ _____
SPECIFY COUNT PER PKG _____				
SPECIFY NET WGT PER PKG _____				
SPECIFY PRICE PER PKG _____				
SPECIFY PRODUCT CODE _____				

WHITE DINNER ROLLS PAN BAKED, FRESH				
72. 12 PER PKG	2,000	LB	_____	\$ _____
SPECIFY NET WGT PER PKG _____				
SPECIFY PRICE PER PKG _____				
SPECIFY PRODUCT CODE _____				

ESTIMATED TOTAL GROUP V: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR ORDERING, INVOICING AND PAYMENT PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP VI - SHREVEPORT JCC, LA

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
WHITE ROUND TOP BREAD, PAN BAKED, FRESH (THIN SLICED)				
73. MIN 24 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	25,000	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH				
74. 6 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,000	LB	_____	\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH				
75. 6 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	5,000	LB	_____	\$ _____

ESTIMATED TOTAL GROUP VI: \$ _____

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP VII - FT. POLK, LA (TROOP & HOSPITAL)

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
WHITE SANDWICH BREAD, PAN BAKED, FRESH				
76. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	75,000	LB	_____	\$ _____
TEXAS TOAST				
77. 16 - 24 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	9,000	LB	_____	\$ _____
PART WHOLE WHEAT SANDWICH BREAD, PAN BAKED, FRESH				
78. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	46,000	LB	_____	\$ _____
RAISIN ROUND TOP OR SANDWICH BREAD, PAN BAKED, FRESH				
79. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE ROUND TOP OR SANDWICH _____ SPECIFY PRODUCT CODE _____	300	LB	_____	\$ _____
RYE ROUND TOP BREAD, PAN BAKED, FRESH				
80. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	600	LB	_____	\$ _____

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
FRENCH/ITALIAN BREAD, HEARTH BAKED, FRESH (TWIN PK ACCEPTABLE)				
81. 10 - 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	1,200	LB	_____	\$ _____
ENGLISH MUFFINS, FRESH				
82. 6 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	50	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH				
83. MIN 8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	3,600	LB	_____	\$ _____
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH				
84. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	6,000	LB	_____	\$ _____
WHITE HAMBURGER ROLLS, 5 INCH, PAN BAKED, FRESH				
85. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	35,000	LB	_____	\$ _____

ITEMS	EST TOTAL QUANTITY	UNIT UNIT PRICE	AMOUNT
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH			
862. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (SUB, TOR, GRD, HOAG) OF ROLL _____ SPECIFY PRODUCT CODE _____	1,500	LB	\$ _____
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, WHOLE WHEAT, FRESH			
87. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (SUB, TOR, GRD, HOAG) OF ROLL _____ SPECIFY PRODUCT CODE _____	600	LB	\$ _____
BROWN AND SERVE ROLLS, FRESH			
88. 6 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	800	LB	\$ _____
WHITE DINNER ROLLS, PAN BAKED, FRESH			
89. MIN 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	2,500	LB	\$ _____

ESTIMATED TOTAL GROUP VII: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR **ORDERING, INVOICING AND PAYMENT** PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR **ORDERING**: _____

PHONE NUMBER: _____

FAX NUMBER: _____

POINT(S) OF CONTACT FOR **INVOICING AND PAYMENT**: _____

PHONE NUMBER: _____

FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

GROUP VIII: NAVAL SUPPORT ACTIVITY (NSA) NEW ORLEANS, LA; NAVAL AIR STATION (NAS), NEW ORLEANS, LA; US NAVY SHIPS @ PORT OF NEW ORLEANS & AVONDALE SHIPYARD, LA

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
WHITE SANDWICH BREAD, PAN BAKED, FRESH				
90. MIN 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	500	LB	_____	\$ _____
91. TEXAS TOAST, FRESH				
MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	100	LB	_____	\$ _____
100% WHOLE WHEAT SANDWICH OR ROUND TOP BREAD, PAN BAKED, FRESH				
92. MIN 16 OZ LOAF SPECIFY LOAF OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY ROUND TOP OR SANDWICH _____ SPECIFY PRODUCT CODE _____	2,000	LB	_____	\$ _____
WHITE HOT DOG ROLLS, PAN BAKED, FRESH				
93. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	200	LB	_____	\$ _____

ITEMS	EST TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
WHITE HAMBURGER ROLLS, PAN BAKED, FRESH				
94. MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY PRODUCT CODE _____	700	LB	_____	\$ _____
SUBMARINE, TORPEDO, GRINDER OR HOAGIE ROLLS, FRESH				
95. MIN 6 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____ SPECIFY TYPE (SUB, TOR, GRD, HOAG) OF ROLL _____ SPECIFY PRODUCT CODE _____	300	LB	_____	\$ _____

ESTIMATED TOTAL GROUP VIII: \$ _____

NOTE: ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH STORES. FOR ORDERING, INVOICING AND PAYMENT PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP."

OFFEROR QUALIFICATION:

FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:

A. Fresh bakery products shall conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered 24 hours after baking (except following a non-bake day, 48 hours).
2. Brown & Serve Rolls, must be delivered 36 hours after production:
3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

PACKAGING, PACKING AND LABELING:

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

B. All items must be identified with readable dates (open code dates), coded dates, or with color coded twist ties. Contractors who do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. Copies of key/color codes listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

NOTE: Contractors shall deliver bakery products on racks, as well as provide racks and stands for each delivery point, as required.

****ADDITIONAL ITEMS****

The troop customers will be able to add additional bakery items to this contract after the date of award. The price of the item must be determined by the contracting officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract. In any case, these items *may not* increase the original dollar value of the contract by more than 25%.

****ADDITIONAL CUSTOMERS****

Additional DOD and non-DOD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan. The additional customer (s) can not increase the dollar value of the contract by more than 25% in total.

GROUP I - NCBC GULFPORT, MS (TROOP ISSUE)

DELIVER TO:

COLMER GALLEY, BLDG 367 (CODE 530)
NAVAL CONSTRUCTION BATTALION CTR
5200 SECOND STREET
MADE
GULFPORT, MS 39501-5001
POC: Lt. Shawn Norwood (228) 871-2474

FREQUENCY:

TWO (2) DELIVERIES PER WEEK (TUES AND THURS), EXCLUDING SUNDAYS AND NATIONAL LEGAL HOLIDAYS. DELIVERIES WILL BE MADE BETWEEN 7:00 AM AND 2:00 PM.

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINTS.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

GROUP I - SHIPS DOCKED AT INGALLS, PASCAGOULA, MS AND SHIPS DOCKED IN MOBILE, AL (TROOP ISSUE)

DELIVER TO:

DELIVER TO VISITING VESSELS OF US NAVY DOCKED AT INGALLS SHIPYARD, PASCAGOULA, MS AND SHIPS DOCKED IN BE MOBILE, AL, 7611 LAKE ROAD SOUTH
POC: Gary Miller (228) 761-2247

FREQUENCY:

DELIVER MON THRU SAT, EXCLUDING WEDNESDAYS, SUNDAYS AND NATIONAL LEGAL HOLIDAYS. DELIVERIES WILL BE MADE BETWEEN 6:30 AM AND 2:00 PM.

NOTE: THE CONTRACTOR WILL BE REQUIRED TO MAKE DELIVERY AS SPECIFIED BY THE COMMANDING OFFICER OF THE VESSEL CONCERNED WITH THE OPERATING SCHEDULE OF THE VESSEL.

LIMITATION: BREAD WILL BE TRUCK TAIL-GATE DELIVERED; HOWEVER, THE CONTRACTOR WILL ASSURE THAT SUPPLIES ARE GIVEN TO NAVY REPRESENTATIVES AND ARE NOT LEFT ON THE WHARF.

NOTE: THE PRODUCTS DELIVERED TO THE SHIPS SHALL BE DELIVERED IN NON-RETURNABLE DISPOSABLE CARDBOARD CARTONS WITH SUFFICIENT STRENGTH FOR STACKING.

GROUP I - SHIPS DOCKED AT INGALLS, PASCAGOULA, MS AND SHIPS DOCKED IN MOBILE, AL (TROOP ISSUE)

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLE WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

GROUP I - KEESLER AFB, TX (TROOP ISSUE)

DELIVER TO:

KEESLER AFB HOSPITAL
81 MDTS/SGQD
301 FISHER STREET
POC: TSgt Butler (228) 377-6232

FREQUENCY:

MON, WED, FRI,
6:00-9:00 AM

MAGNOLIA, BLDG 7409
800 FALCON STREET

MON, TUES, THURS, FRI, SAT;
NLT 10:00 AM

AZELEA, BLDG 7409
611 PARADE LANE

MON, TUES, THURS, FRI, SAT;
NLT 10:00 AM

LIVE OAK, BLDG 2001
505 "E" STREET

MON, TUES, THURS, FRI, SAT;
NLT 10:00 AM

PECAN, BLDG 4812
409 "M" STREET

MON, TUES, THURS, FRI, SAT;
NLT 10:00 AM

CHILD DEVELOPMENT CENTER
BLDG 0308, "J" STREET
POC: Dee Wichman (228) 377-8311

MON THRU FRI;
BETWEEN 7:00 AM AND 10:00 AM

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLE WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

GROUP II - COLUMBUS AFB, MS (TROOP ISSUE)

DELIVER TO:

CARDINAL INN, BLDG 560
397 SEVENTH STREET
COLUMBUS AFB, MS 39710

FREQUENCY:

FOUR (4) DELIVERIES PER WEEK,
(MON, TUES, THURS, FRI), EXCLUDING
SUNDAYS AND NATIONAL LEGAL HOLIDAYS.
DELIVERIES WILL BE MADE BETWEEN 6:00 AM
AND 9:00 AM

CHILD DEVELOPMENT CENTER
555 SIMLER BLVD, BLDG 100
COLUMBUS AFB, MS 39710

ONE (1) DELIVERY PER WEEK (MON),
EXCLUDING SUNDAY AND NATIONAL LEGAL
HOLIDAYS. DELIVERIES WILL BE MADE
BETWEEN 7:00 AM AND 10:00 AM.

YOUTH CENTER
386 C STREET, BLDG 348
COLUMBUS AFB, MS 39710-6010
MADE

ONE (1) DELIVERIES PER WEEK (MONDAY)
EXCLUDING SUNDAYS AND NATIONAL
LEGAL HOLIDAYS. DELIVERIES WILL BE
MADE
BY 10:30 AM.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINTS.

GROUP III - NAS MERIDIAN, MS (TROOP ISSUE)

DELIVER TO:

ROY M. WHEAT GALLEY, BLDG 207
207 FULLER ROAD
NAVAL AIR STATION
MERIDIAN, MS 39309-5003

FREQUENCY:

THREE (3) DELIVERIES PER WEEK,
(MON, WED & FRI), EXCLUDING
SUNDAYS AND NATIONAL LEGAL HOLIDAYS.
DELIVERIES WILL BE MADE BEFORE 10:00
AM.

NOTE: CONTRACTOR **MUST** STOP AT
COMMISARY FOR FOOD INSPECTOR.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY
INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE
PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINTS.

GROUP IV - BATESVILLE JOB CORPS CENTER, MS

DELIVER TO:

BATESVILLE JOB CORPS CENTER
BLDG #2 (CAFETERIA)
821 HWY 51 SOUTH
BATESVILLE, MS 38606

FREQUENCY:

FIVE (5) DELIVERIES PER WEEK,
(MON, TUES, THURS, FRI, SAT),
EXCLUDING SUNDAYS AND NATIONAL LEGAL
HOLIDAYS. DELIVERIES WILL BE MADE
BETWEEN 6:00 AM AND 11:00 AM.

POC: Janet Keys (662) 563-4656 x221

INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:

ATTN.: ACCOUNTS PAYABLE
BATESVILLE JOB CORPS CENTER
821 HWY 51 SOUTH
BATESVILLE, MS 38606
POC: INA BIBBS
(601) 563-4656, X214

DELIVERY SCHEDULE

GROUP V - BARKSDALE AFB, LA (TROOP)

DELIVERY: FIVE (5) DAYS PER WEEK, MONDAY, TUESDAY, THURSDAY, FRIDAY & SATURDAY (FOOD SERVICE) AND TWO (2) PER WEEK, MONDAY & THURSDAY (CDC).
TO BUILDING 4631 (RED RIVER DINING FACILITY, 331 CURTIS RD)
6402 (INFLIGHT KITCHEN, 105 LINDBURGH AVE)
CHILD DEVELOPMENT CENTER (CDC, 424 KENNEY AVE)

BEFORE 9:00 AM. NO DELIVERIES REQUIRED ON SUNDAYS OR ON NATIONAL LEGAL HOLIDAYS.

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE DESTINATION INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

GROUP VI - SHREVEPORT JOB CORPS CENTER, LA

DELIVERY: TWO (2) PER WEEK, TUESDAY & THURSDAY.
TO: 100 ARKANSAS AVE. BETWEEN 8:15AM AND 9:15AM. NO DELIVERIES
REQUIRED ON SUNDAYS OR ON NATIONAL LEGAL HOLIDAYS.
POC: ED FAIR (318) 227-9331 EXT. 192

INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:

SHREVEPORT JOB CORPS CENTER
ATTN: ACCOUNTS PAYABLE
2815 LILLIAN STREET
SHREVEPORT, LA 71109
P.O.C.: DIANA KING (318) 227-9331 EXT. 138

DELIVERY SCHEDULE**GROUP VII - FT. POLK, LA (TROOP)**

DELIVERY: FIVE (5) DAYS PER WEEK, MONDAY, TUESDAY, THURSDAY, FRIDAY & SATURDAY. BETWEEN 6:00 AM AND 2:00 PM (7:00-1:00 AM FOR THE HOSPITAL) TO: BUILDING 4366, ARMY COMMUNITY HOSPITAL (BLDG. 285), AND APPROXIMATELY TEN (10) DINING FACILITIES (BLDG NUMBERS AS SPECIFIED BY THE TROOP ISSUE SUBSISTENCE OFFICER). DURING THE SUMMER TRAINING PERIOD, THERE WILL BE ADDITIONAL DELIVERY POINTS AND APPROXIMATELY FIVE (5) DINING FACILITIES AS NEEDED. NO DELIVERIES ARE REQUIRED ON SUNDAYS, WEDNESDAYS OR NATIONAL LEGAL HOLIDAYS.

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE DESTINATION INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

BREAD WILL BE TRUCK TAIL-GATE DELIVERED FROM WHICH RECEIVING INSTALLATION PERSONNEL WILL UNLOAD AND PLACE IN DINING FACILITIES.

EMPTY DELIVERY CARTONS ARE TO BE PICKED UP EACH DELIVERY DAY BY THE CONTRACTOR.

NOTE: DELIVERY TICKETS WILL BE DELIVERED TO TISA ADMIN/ACCT SECTION BLDG. 4374, WITHIN 48 HOURS AFTER DELIVERY.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

GROUP VIII: NAVAL SUPPORT ACTIVITY (NSA) LA; NAVAL AIR STATION (NAS), N.ORLEANS, LA; & US NAVY SHIPS @ PORT OF N.ORLEANS & AVONDALE SHIPYARD, LA

TIME AND PLACE OF DELIVERY:

LOCATION:

**TIME FREQUENCY & LIMITATIONS
BETWEEN THE HOURS OF:**

U.S. NAVAL AIR STATION J.R.B. SUPPLY (GALLEY) BLDG. 23, OLSON STREET NEW ORLEANS, LA 70143-5000	0800 AND 0900	ONE (1) DELIVERY PER WEEK (THURSDAYS)
U.S. NAVY VISITING VESSELS DOCKED AT EAST & WEST BANKS OF MISSISSIPPI RIVER (PORT OF NEW ORLEANS)	0500 AND 1600	FIVE (5) DELIVERIES PER WEEK WHEN SHIPS ARE IN PORT. MONDAY - SATURDAY.
SHIPS VISITING AVONDALE SHIPYARD 5100 RIVER ROAD GATE 5 NEW ORLEANS, LA 70058	0500 AND 1600	FIVE (5) DELIVERIES PER WEEK WHEN SHIPS ARE IN PORT. MONDAY - SATURDAY
NAVAL SUPPORT ACTIVITY GALLEY, BLDG. 707 2300 GENERAL MEYER AVE. NEW ORLEANS, LA 70142	800 AND 1500	FOUR (4) DELIVERIES PER WEEK. MON., TUES, THURS & FRI.

NOTE: NO DELIVERIES ON SUNDAY OR NATIONAL LEGAL HOLIDAYS.

INSPECTION REQUIREMENTS:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE DESTINATION INSPECTION POINT AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

PAYMENT WILL BE MADE BY:

DEFENSE FINANCE & ACCOUNTING SERVICES
POC: HATTIE ANGEL/614-693-1030

VENDOR PAYMENT INQUIRY SYSTEM

ACCESS AT: <http://www.dfas.mil/money/Vendor/index.htm>

CONTRACT CLAUSES

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)**(a) *North American Industry Classification System (NAICS) Code and Small Business Size Standard.***

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

(b) *Submission of Offers.*

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

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

(d) *Product Samples.*

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

(e) *Multiple Offers.*

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

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

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

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

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

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

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

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

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

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

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

52.212-1 (continued)

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

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

(h) Multiple Awards.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may call 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration.

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing.

If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**The following paragraphs of 52.212-1 are amended as indicated below:****1. Paragraph (b), Submission of Offers.**

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

b. Faxed offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

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

Period of acceptance is 68 days.

3. Paragraph (d), Product Samples, is deleted in its entirety.**4. Paragraph (e), Multiple Offers.****5. Paragraph (h), Multiple Awards.**

The Government intends to make one award.

The following provisions are added to 52.212-1

6. Paragraph (k), Rounding Off of Offer and Award Prices. Prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offer containing a price of more than two decimal places shall be rounded off to two decimal places.

7. Paragraph (l), Evaluation of Offers

(a) Offers for less than the total estimated quantity of any single line item will not be considered.

(b) Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.

(c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s), arrangements may be made to obtain such item(s) from other approved sources.

(d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government, unless offers are specifically qualified. However, in addition to these factors, low offer on the individual items from offerors who fail to offer on all items may be forgone by the Government if acceptance (1) would prevent the Government from obtaining all of its needs for all items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2004) ALTERNATE 1 (APR 2002)

(a) Definitions. As used in this provision:

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.212-3 (continued)

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

(3) Taxpayer Identification Number (TIN).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

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

(5) Common Parent.

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

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

(1) Small Business Concern.

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

(2) Veteran-Owned Small Business Concern.

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

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

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

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

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

52.212-3 (continued)

(4) Small Disadvantaged Business Concern.

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

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

(5) Women-Owned Small Business Concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

Offeror represents as follows:

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

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

(Check one of the following):

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

52.212-3 (continued)

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

(i) General.

The offeror represents that either--

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

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

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

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

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

(10) HUB Zone Small Business Concern.

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

The offeror represents as part of its offer that--

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

52.212-3 (continued)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

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

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

52.212-3 (continued)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

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

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

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

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

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

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (APR 2003) DFARS**

(a) Definitions.

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

(b) Evaluation.

The Government—

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

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

(c) Certifications and Identification of Country of Origin.

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

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

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

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

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

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

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

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)
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(a) Inspection/Acceptance.

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

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

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

52.212-4 (continued)

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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.

(1) Items Accepted.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment.

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT).

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

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.

(5) Overpayments.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.212-4 (continued)**(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 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.

52.212-4 (continued)

(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.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

<p style="text-align: center;">ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS</p>

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

2. Paragraph (t), Central Contractor Registration(CCR).

Add the following:

(5) Definitions.

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

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

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

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

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

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

“Registered in the CCR Database” means that—

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

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

(c) The Government has validated all mandatory data fields and has marked the records

“Active”.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004) DEVIATION

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) **Alternate I** (MAR 1999) to 52.219-5.
- (4)(iii) **Alternate II** (JUN 2003) to 52.219-5.
- (5)(i) **52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15U.S.C. 644).
- (5)(ii) **Alternate I** (OCT 1995) of 52.219-6.
- (5)(iii) **Alternate II** (MAR 2004) of 52.219-6.
- (6)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003)(15 U.S.C 644).
- (6)(ii) **Alternate I** (OCT 1995) of 52.219-7.
- (6)(iii) **Alternate II** (MAR 2004) of 52.219-7.
- (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (a) (4)).
- (8)(ii) **Alternate I** (OCT 2001) of 52.219-9
- (8)(iii) **Alternate II** (OCT 2001) of 52.219-9
- (9) **52.219-14**, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (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).
- (10)(ii) **Alternate I** (JUNE 2003) of 52.219-23.
- (11) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- (12) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- (14) **52.222-3**, Convict Labor (JUN 2003)(E.O. 11755).
- (15) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

52.212-5 (continued)

- X (16) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (17) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246).
- X (18) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- X (19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- ___ (21)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (21)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (21) through (23) are not applicable and have been deleted.
- X (25) **52.225-13**, Restrictions on Certain Foreign Purchases (DEC 2003)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- Paragraphs (26) and (27) are not applicable to DoD acquisitions and have been deleted.*
- ___ (28) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 2307 (f)).
- ___ (29) **52.232-30**, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 225(f). 10 U.S.C. 2307 (f)).
- X (30) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (31) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (32) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (33) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ___ (34)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241).
- ___ (34)(ii) **Alternate I** (APR 1984) of 52.247-64.

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

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

52.212-5 (continued)

- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (iv) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause -- --

- (i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);
- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);
- (v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) 46 U.S.C. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 1995) DFARS****(a) Definitions.**

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) DFARS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534 (a)(3)).
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- 252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003** Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

252.212-7001 (continued)

- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III)(MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

ATTACHMENT TO 252.212-7001

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

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

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

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

“Contingency Operation” means a military operation that—

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

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

The following ADDITIONAL CLAUSES are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

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

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

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

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

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

52.215-6 PLACE OF PERFORMANCE

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

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

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business Size Status
----------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------	------	----------------------

52.211-9P38 PLACE OF PERFORMANCE DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-6) information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

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

52.216.1 TYPE OF CONTRACT

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation. For Dairy contracts award of a firm fixed price with Economic Price Adjustment, Indefinite Quantity contract.

52.216-18 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 November 2004 through 05 November 2005** EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are permitted and will be promptly confirmed in writing by the authorized ordering officer or the duly authorized representative.

52.216-9P06 ORDER LIMITATIONS DSCP

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

52.216-22 INDEFINITE QUANTITY

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 05 NOV 2005.

AUTHORIZED NEGOTIATORS

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: _____

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) DSCP

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

52.246-9P31 SANITARY CONDITIONS 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 sanitarly 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 Sanitarly Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarly approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

52.246-9P31 Continued

(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) 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 U.S. Public Health Service," Public Health Service Publication No. 229.

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

(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 approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

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

(4) Subsistence items, other than those exempt from listing in the U.S. Army Health Services 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 "Termination For Cause" 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. 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.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm>.

The following provisions/clauses when checked are incorporated by reference:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
<u>Number</u>		
<input checked="" type="checkbox"/> 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003)
<input checked="" type="checkbox"/> 252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999) DFARS
<input checked="" type="checkbox"/> 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2003) DFARS
<input checked="" type="checkbox"/> 52.215-5	FACSIMILE PROPOSALS	(OCT 1997)
<input checked="" type="checkbox"/> 252.217-7018	CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS	(DEC 1991) DFARS delete paragraph (b)
<input checked="" type="checkbox"/> 252.217-7019	SANITARY CONDITIONS	(DEC 1991) ALTERNATE 1 (DEC 1991) DFARS
<input type="checkbox"/> 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.	(JUN 2003)*
<input checked="" type="checkbox"/> 52.247-34	F.O.B. DESTINATION	(NOV 1991)

*Clause 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, paragraph (c), line 3 delete only and insert 50% or more