

# 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 Userid 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.

**See Clause 252.232-7003 Electronic Submission of Payment Requests.**

There will be little **change 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 **of** the customers under this solicitation. 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-DVXXX

Contract Number Under BSM  
SPM300-04-DVXXX

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 63
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SP030004RD016		6. SOLICITATION ISSUE DATE 03/01/2004
7. FOR SOLICITATION INFORMATION CALL: MARIA A. BURD			b. TELEPHONE NUMBER (No collect calls) 215-737-8054		8. OFFER DUE DATE/ LOCAL TIME 03/22/04
9. ISSUED BY DEFENSE SUPPLY SENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092  NOTE: MAIL/HAND CARRY/TRANSMIT OFFER  AS SPECIFIED ON PAGE 3			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: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	EFFECTIVE PERIOD 04JULY2004-09JULY2005  (12 MONTHS)  <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 _____ 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. _____ 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
			DEBBIE HOLMAN		

**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**" LOCATED AT THE END OF EACH GROUP
4. COMPLETE THE FOLLOWING CLAUSES:

52.212-3	PAGES <u>27</u> THRU <u>32</u>
252.212-7000	PAGE <u>40</u>
52.215-6	PAGE <u>46</u>
52.242-9P18	PAGE <u>47</u>
AUTHORIZED NEGOTIATORS	PAGE <u>48</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 37 of this solicitation.

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

**SUBMIT THE FOLLOWING:**

CAGE CODE: \_\_\_\_\_

DUNS #: \_\_\_\_\_

## CONTINUATION OF BLOCKS ON THE SF 1449

**Block 8 (Continued):**

Offer due date and local time is: March 22, 2004 at 3:00PM, Phila, PA local time

**Block 9 (Continued):**

All offers must be identified with the Solicitation Number and Opening/Closing Date and Time.

- Address **Mailed Offer** To:

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

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

Defense Supply Center Philadelphia  
Business Opportunities Office  
Bldg 36, 2nd Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

All hand-carried offers are to be delivered to the Business Opportunities 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 "hand-carries" the offer/modification/withdrawal to the Business Opportunities 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.

**BLOCK 10 (Continued)**

This acquisition is:

(1) UNRESTRICTED: All Firms May Offer Regardless Of Their Size

**ITEMS TO BE PROCURED:      MILK AND ICE CREAM PRODUCTS**

**REQUIREMENTS FOR:**

- GROUP I      Minot AFB, ND; Grand Forks AFB, ND (Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)
  
- GROUP II      Ellsworth AFB, SD (Dining Facilities; Child Development Center; Youth Activities Center)
  
- GROUP III      Offutt AFB, NE (Dining Facilities; Flight Kitchen, E.B. Hospital)

**EFFECTIVE PERIOD OF CONTRACT:**

July 04, 2004 thru July 09, 2005

**MINIMUM/MAXIMUM QUANTITIES:**

The quantities shown in the schedule represent the estimated quantities to be ordered over the delivery period. Offers will be evaluated based on the estimated quantities.

The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities. Actual quantities ordered may vary among the line items.

The contract minimum amount to be ordered under any contract is 25% of the total estimated contract dollar amount.

The maximum amount that can be ordered under the contract is 25% over the estimated contract dollar amount.

**NOTES:**

Offeror must furnish a copy of their current catalog, price list, wholesale price list etc, with their offer.

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

**GROUP I - MILK AND MILK PRODUCTS FOR  
MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, WHOLE</b>					
1.	Half Pint Product Code_____	1,500	1/2 Pt	_____	_____
2.	Half Gallon Product Code_____	5,450	1/2 Gl	_____	_____
<b>MILK, WHITE, LOWFAT <u>(1% MF)</u></b>					
3.	Half Pint Product Code_____	9,500	1/2 Pt	_____	_____
4.	Half Gallon Product Code_____	7,600	1/2 Gl	_____	_____
5.	Bulk, 3 To 7 Gal Co Specify Size Offered_____	500	Gl	_____	_____
	Specify Price Per Co_____				
	Product Code_____				
	See Page <u>20</u>				

GROUP I - MILK AND MILK PRODUCTS FOR  
**MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, REDUCED FAT</b>					
<b><u>(2% MF)</u></b>					
6.	Half Pint Product Code _____	45,000	1/2 Pt	_____	_____
7.	Half Gallon Product Code _____	3,500	1/2 Gl	_____	_____
<b>MILK, WHITE, SKIM (NONFAT)</b>					
8.	Half Pint Product Code _____	70,000	1/2 Pt	_____	_____
9.	Bulk, 3 To 7 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____ See Page <u>20</u>	100	Gl	_____	_____
<b>MILK, CHOCOLATE FLAVORED, NONFAT</b>					
10.	Half Pint Product Code _____	100,000	1/2 Pt	_____	_____

GROUP I - MILK AND MILK PRODUCTS FOR  
**MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities ; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, CHOCOLATE FLAVORED, REDUCED FAT 2%</b>					
11.	Half Gallon Product Code _____	2,500	1/2 GI	_____	_____
12.	Bulk, 3 To 7 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____ See Page <u>20</u>	1,500	GI	_____	_____
<b>MILK, STRAWBERRY FLAVORED, NON-FAT</b>					
13.	Half Pint Product Code _____	2,000	1/2 PT	_____	_____
<b>MILK, BANANA FLAVORED, NON-FAT</b>					
14.	Half Pint Product Code _____	2,000	1/2 PT	_____	_____

GROUP I - MILK AND MILK PRODUCTS FOR  
**MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
15.	1 OUNCE Product Code _____	10,000	Co	_____	_____
16.	Bulk, 4 Or 5 Lb Co Specify Size Offered _____ Specify Price Per Pkg _____ Product Code _____	1,500	Lb	_____	_____
<b>COTTAGE CHEESE, <u>LOWFAT</u>, SMALL OR LARGE CURD</b>					
17.	2 To 5 Lb Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	4,500	Lb	_____	_____
<b>YOGURT, <u>LOWFAT</u>, PLAIN, CHILLED</b>					
18.	Quart Product Code _____	50	Qt	_____	_____
<b>YOGURT, <u>LOWFAT</u> CHILLED <u>ASSORTED FLAVORS</u></b>					
19.	Half Pint Product Code _____	21,000	1/2 Pt	_____	_____

GROUP I - MILK AND MILK PRODUCTS FOR  
**MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b><u>YOGURT, NONFAT, CHILLED, ASSORTED FLAVORS</u></b>					
20.	6 Oz Container Product Code_____	30,000	Co	_____	_____
<b><u>JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHILLED</u></b>					
21.	6 Oz Container Product Code_____	3,500	Co	_____	_____
<b><u>DRINK, FRUIT FLAVORED, CHILLED, ASSORTED FLAVORS</u></b>					
22.	16 Oz Container Product Code_____	1,300	Co	_____	_____
<b><u>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, VANILLA</u></b>					
23.	Half Gallon Product Code_____	1,700	1/2 Gl	_____	_____

GROUP I - MILK AND MILK PRODUCTS FOR  
**MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>CHOCOLATE</u></b>					
24.	Half Gallon Product Code _____	1,720	1/2 Gl	_____	_____
<b>ICE CREAM, REGULAR, <u>VANILLA</u> 10% MF MIN</b>					
25.	Half Gallon Product Code _____	100	1/2 Gl	_____	_____
<b>ICE CREAM, REGULAR, <u>ASSORTED FLAVORS</u></b>					
26.	4 Fl Oz Cup Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____	1,200	Dz	_____	_____
<b><u>NOVELTIES</u></b>					
27.	<b>Ice Cream Sandwich</b> Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____	400	Dz	_____	_____

**Estimated Total Group I** \_\_\_\_\_

**GROUP I - MILK AND MILK PRODUCTS FOR  
MINOT AFB, ND; GRAND FORKS AFB, ND**

(Dining Facilities; Child Development Center; Youth Activities Center; School Age Program)

**FAX NUMBER WHERE ORDERS ARE TO BE SENT:** \_\_\_\_\_  
**TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:** \_\_\_\_\_  
**POINT OF CONTACT FOR PLACING ORDERS:** \_\_\_\_\_

**POINT OF CONTACT FOR INVOICES AND/OR PAYMENTS:** \_\_\_\_\_  
**TELEPHONE NUMBER FOR INVOICE/PAYMENT INQUIRIES:** \_\_\_\_\_

**GOVERNMENT QUALIFICATION:**

**“ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP.”**

**OFFEROR QUALIFICATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GROUP II - MILK AND MILK PRODUCTS FOR **ELLSWORTH AFB, SD**  
 (Dining Facilities; Child Development Center; Youth Activities Center)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, WHOLE</b>					
28.	Half Pint Product Code_____	5,000	1/2 Pt	_____	_____
29.	Half Gallon Product Code_____	3,000	1/2 Gl	_____	_____
<b>MILK, WHITE, LOWFAT (1% MF)</b>					
30.	Bulk, 3 To 7 Gal Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____ See Page <u>20</u>	200	Gl	_____	_____
<b>MILK, WHITE, REDUCED FAT (2% MF)</b>					
31.	Half Pint Product Code_____	3,000	1/2 Pt	_____	_____
32.	Half Gallon Product Code_____	2,340	1/2 Gl	_____	_____
<b>MILK, WHITE, SKIM (NONFAT)</b>					
33.	Half Pint Product Code_____	1,500	1/2 Pt	_____	_____

GROUP II - MILK AND MILK PRODUCTS FOR **ELLSWORTH AFB, SD**  
 (Dining Facilities; Child Development Center; Youth Activities Center)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, CHOCOLATE FLAVORED, REDUCED FAT (2%)</b>					
34.	Half Pint Product Code _____	3,500	1/2 Pt	_____	_____
35.	Bulk, 3 To 7 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____ See Page <u>20</u>	1,400	Gl	_____	_____
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
36.	Bulk, 4 Or 5 Lb Container Specify Size Offered _____ Specify Price Per Pkg _____ Product Code _____	500	Lb	_____	_____
<b>COTTAGE CHEESE, CREAMED, <u>LOWFAT</u>, SMALL OR LARGE CURD</b>					
37.	2 To 5 Lb Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	3,000	Lb	_____	_____

GROUP II - MILK AND MILK PRODUCTS FOR **ELLSWORTH AFB, SD**  
 (Dining Facilities; Child Development Center; Youth Activities Center)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>COTTAGE CHEESE, 1%</b>					
38.	12 OZ Container Product Code_____	1,000	CO	_____	_____
<b>YOGURT, <u>LOWFAT</u>, CHILLED ASSORTED FLAVORS</b>					
39.	Half Pint Product Code_____	15,000	1/2 Pt	_____	_____
<b>YOGURT, NONFAT, CHILLED ASSORTED FLAVORS</b>					
40.	6 OZ Product Code_____	2,000	CO	_____	_____
<b>JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHILLED</b>					
41.	6 Oz or 8 Oz Specify Size Offered_____ Product Code_____	42,500	Co	_____	_____

GROUP II - MILK AND MILK PRODUCTS FOR **ELLSWORTH AFB, SD**  
 (Dining Facilities; Child Development Center; Youth Activities Center)

ITEM NO.	<u>SUPPLIES/SERVICES</u>	EST <u>QTY</u>	<u>UNIT</u>	UNIT <u>PRICE</u>	<u>AMOUNT</u>
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**ICE MILK MIX, VANILLA,  
 FRESH, LIQUID, SOFT SERVE**

42.	Half Gallon Product Code _____	1,200	1/2 G1	_____	_____
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**ICE MILK MIX, CHOCOLATE  
 FRESH, LIQUID, SOFT SERVE**

43.	Half Gallon Product Code _____	900	1/2 G1	_____	_____
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**ICE CREAM, REGULAR, ASSORTED**

44.	Bulk, 3 to 5 Gal Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	100	G1	_____	_____
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**NOVELTIES**

45.	Popsicles Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____	400	Dz	_____	_____
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46.	Ice Cream Sandwich Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____	100	Dz	_____	_____
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**Estimated Total Group II** \_\_\_\_\_

**GROUP II - MILK AND MILK PRODUCTS FOR ELLSWORTH AFB, SD**  
(Dining Facilities; Child Development Center; Youth Activities Center)

**FAX NUMBER WHERE ORDERS ARE TO BE SENT:** \_\_\_\_\_  
**TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:** \_\_\_\_\_  
**POINT OF CONTACT FOR PLACING ORDERS:** \_\_\_\_\_

**POINT OF CONTACT FOR INVOICES AND/OR PAYMENTS:** \_\_\_\_\_  
**TELEPHONE NUMBER FOR INVOICE/PAYMENT INQUIRIES:** \_\_\_\_\_

**GOVERNMENT QUALIFICATION:**

**“ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP.”**

**OFFEROR QUALIFICATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GROUP III - MILK AND MILK PRODUCTS FOR  
**OFFUTT AFB, NE**  
 (DINING FACILITIES, FLIGHT KITCHEN, E.B. HOSPITAL)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, WHOLE</b>					
47.	Half Pint Product Code_____	3,000	1/2 Pt	_____	_____
<b>MILK, WHITE, LOWFAT (1% MF)</b>					
48.	Bulk, 3 To 7 Gal Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____ See Page <u>20</u>	5,000	Gl	_____	_____
<b>MILK, WHITE, REDUCED (2% MF)</b>					
49.	Half Pint Product Code_____	30,000	1/2 Pt	_____	_____
<b>MILK, WHITE, SKIM (NONFAT)</b>					
50.	Half Pint Product Code_____	20,000	1/2 Pt	_____	_____
<b>MILK, CHOCOLATE FLAVORED,  <u>REDUCED FAT (2%)</u></b>					
51.	Half Pint Product Code_____	25,000	1/2 Pt	_____	_____

GROUP III - MILK AND MILK PRODUCTS FOR  
**OFFUTT AFB, NE**  
 (Dining Facilities, Flight Kitchen, E.B. Hospital)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
52.	Pint Product Code_____	800	Pt	_____	_____
<b>COTTAGE CHEESE, <u>LOWFAT</u> SMALL OR LARGE CURD</b>					
53.	2 To 5 Lb Pkg Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	2,300	Lb	_____	_____
<b>YOGURT, <u>LOWFAT</u>, CHILLED, ASSORTED FLAVORS</b>					
54.	Half Pint Product Code_____	14,000	1/2 Pt	_____	_____
<b>ICE MILK MIX, <u>VANILLA</u> FRESH, LIQUID, SOFT SERVE</b>					
55.	Half Gallon Product Code_____	1,900	1/2 Gl	_____	_____
<b>ICE MILK MIX, <u>CHOCOLATE</u>, FRESH, LIQUID, SOFT SERVE</b>					
56.	Half Gallon Product Code_____	1,900	1/2 Gl	_____	_____

GROUP III - MILK AND MILK PRODUCTS FOR  
**OFFUTT AFB, NE**  
 (Dining Facilities, Flight Kitchen, E.B. Hospital)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>ICE CREAM, REGULAR, <u>ASSORTED FLAVORS</u></b>					
57.	<b>4 Fl Oz Cup</b> Specify Count Per Pkg____ Specify Price Per Pkg____ Product Code_____	300	Dz	_____	_____
<b>NOVELTIES, MIN 2 ½ FL OZ.</b>					
58.	<b>Ice Bar Confection</b> Specify Count Per Pkg____ Specify Price Per Pkg____ Product Code_____	450	Dz	_____	_____

**Estimated Total Group III**\_\_\_\_\_

**GROUP III - MILK AND MILK PRODUCTS FOR  
OFFUTT AFB, NE  
(Dining Facilities, Flight Kitchen, E.B. Hospital)**

**FAX NUMBER WHERE ORDERS ARE TO BE SENT:** \_\_\_\_\_  
**TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:** \_\_\_\_\_  
**POINT OF CONTACT FOR PLACING ORDERS:** \_\_\_\_\_

**POINT OF CONTACT FOR INVOICES AND/OR PAYMENTS:** \_\_\_\_\_  
**TELEPHONE NUMBER FOR INVOICE/PAYMENT INQUIRIES:** \_\_\_\_\_

**GOVERNMENT QUALIFICATION:**

**“ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR BY GROUP.”**

**OFFEROR QUALIFICATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:**

**A.** Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:

1. Milk, Whipping Cream (fresh), Cream (fresh), Eggnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization:

2. Half and Half (ultra-pasteurized) and Buttermilk must be delivered within 96 hours after pasteurization:

3. Whipping Cream (ultra-pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging:

4. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging, Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging, Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging:

5. Sour Cream must be delivered within 7 days after pasteurization:

6. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture:

7. Yogurt must not be older than 21 days from the date of pack.

8. Ice Cream must be delivered within 120 days after manufacturing and packaging except for Novelties, which will be delivered within 180 days after manufacturing and packaging.

**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), or coded dates. Contractors who do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. Copies of key-code listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

**\*\*ADDITIONAL ITEMS\*\***

The customers will be able to add additional milk and ice cream 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) cannot increase the dollar value of the contract by more than 25% in total.

**BULK MILK CONTAINERS**

The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder/keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder/keeper case or dispenser case at point of use.

DELIVERY SCHEDULE

A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.

All deliveries exclude national legal holidays unless otherwise indicated.

**GROUP I - MINOT AFB, ND**

FREQUENCY, LIMITATIONS & TIME OF DELIVERY Up to six (6) Deliveries Per Week, Monday and Saturday Between 5:00AM and 8:30AM

- |  |  |
|--|--|
| 1) Dakota Inn Dining Facility<br>317 Tanker Trail<br>Minot AFB, ND 58705           | 4) Child Development Center<br>215 Missile Drive - Bldg 166<br>Minot AFB, ND 58705 |
| 2) Fly By Inn Flight Kitchen<br>406 Fighter Road - Bldg 846<br>Minot AFB, ND 58705 | 5) School Age Program<br>17 Peacekeeper Drive - Bldg 286<br>Minot AFB, ND 58705    |
| 3) 91 OSS/Missile Rations<br>203 Tanker Trail<br>Minot AFB, ND 58705               |  |

**GROUP I - GRAND FORKS AFB, ND**

FREQUENCY, LIMITATIONS & TIME OF DELIVERY

- |  |   |
|--|---|
| 1) Airey Dining Facility<br>642 H Street - Bldg 315<br>Grand Forks AFB, ND 58205       | Three (3) Deliveries Per Week, Monday, Wednesday and Friday Between 6:00AM and 9:00AM |
| 2) Refueler Inn Flight Kitchen<br>806 B Street - Bldg 697<br>Grand Forks AFB, ND 58205 | Three (3) Deliveries Per Week, Monday, Wednesday and Friday Between 6:00AM and 9:00AM |
| 3) Child Development Center<br>1683 "J" Street Bldg 168<br>Grand Forks AFB, ND         | One (1) Day Per Week, Monday Between 7:00AM and 9:00AM                                |
| 4) Youth Center<br>1701 "J" Street Bldg 121<br>Grand Forks AFB, ND                     | One (1) Day Per Week, Monday Between 6:30AM and 8:30AM                                |

DELIVERY SCHEDULE CONT'D

**GROUP II - ELLSWORTH AFB, SD**

FREQUENCY, LIMITATIONS & TIME OF DELIVERY

- 1) Bandit Inn Dining Facility  
2567 Doolittle Drive, Bldg. 2106  
Ellsworth AFB, SD 57706      Three (3) Deliveries Per Week, Tuesday, Thursday  
and Saturday Between 6:00AM and 9:00AM
- 2) Flight Kitchen  
1820 Vandenburg Court  
Ellsworth AFB, SD 57706      Three (3) Deliveries Per Week, Tuesday, Thursday  
and Saturday Between 6:00AM and 9:00AM
- 3) Youth Center  
1679 Ellsworth St Bldg 7712  
Ellsworth AFB, SD 57706      Two (2) Deliveries Per Week, Tuesday and Thursday  
Between 6:00AM and 9:00AM
- 4) Child Development Center  
1314 Lemay Blvd  
Ellsworth AFB, SD 57706      Two (2) Deliveries Per Week, Monday and Thursday  
Between 6:00AM and 9:00AM

**GROUP III - OFFUTT AFB, NE (TROOP ISSUE)**

FREQUENCY, LIMITATIONS & TIME OF DELIVERY: Four (4) Days Per Week, Monday, Tuesday, Thursday And Friday Between 6:00am and 8:00am.

- 1) King Dining Facility  
110 Airmen Circle  
Bldg 324
- 2) Alert Dining Facility  
205 Looking Glass Ave  
Bldg 499
- 3) Flight Kitchen  
702 Lincoln Highway  
Bldg T78/464
- 4) E B Hospital  
2501 Capehart Rd

CONTRACT ADMINISTRATION DATA

MAIL INVOICES TO/PAYMENT WILL BE MADE BY:

DFAS - Columbus Center  
ATTN: DFAS-BVDPIS/CC  
P.O. Box 182317  
Columbus, OH 43218

## 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.

## 52.212-1 (continued)

**(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://dodssp.daps.mil>.

**52.212-1 (continued)**

(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 contact Dun and Bradstreet by calling 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://www.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.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 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).

(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) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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.

<b>52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)</b>
--

(a) Inspection/Acceptance.

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

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

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

(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.

52.212-4 (continued)

(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.

(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.

52.212-4 (continued)

**(q) Other Compliances.**

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

**(r) Compliance with Laws Unique to Government Contracts.**

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

**(s) Order of Precedence.**

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

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

**(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.

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are 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, (JUL 1995), with Alternate I (OCT 1995) (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) (15 U.S.C.2402)**
- (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) (15 U.S.A. 657a)**
- (4)(i) **52.219-5, Very Small Business Set-Aside (JUN 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).**
- (4)(ii) **Alternate I (MAR 1999) of 52.219-5.**
- (4)(iii) **Alternate II (JUN 2003) of 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**
- (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**
- (7) **52.219-8 Utilization of Small Business Concerns (OCT 2000)(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(d)(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) **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)(i) **Alternate I (JUNE 2003) of 52.219-23**
- (11) **52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status 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 (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).**
- (13) **52.222-3, Convict Labor (JUN 2003)(E.O. 11755).**

**52.212-5(continued)**

- \_\_\_ (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (SEPT 200) (E.O. 13126).
- X (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- X (17) **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 (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (19) **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).
- \_\_\_ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (20)(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.*
- \_\_\_ (24) **52.225-13**, Restriction on Certain Foreign Purchase (JUN 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)  
*Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.*
- \_\_\_ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 2307(f)).
- \_\_\_ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307 (f)).
- X (29) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).
- X (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- \_\_\_ (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Apprx 1241 and 10 U.S.C. 2631).
- \_\_\_ (33)(ii) **Alternate I** of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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) **52.222-41**, 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.).

**52.212-5 (continued)**

- \_\_\_ (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.).
- \_\_\_ (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 (OCT 2000) (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. Appx 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.

**ATTACHMENT TO 52.212-5****52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999).**

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

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only

end items manufactured or produced by HUBZone small business manufacturer concerns.

This paragraph

does not apply in connection with construction or service contracts.

**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 other 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)).

**252.227-7015** 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).

**252.243-7002** 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) (10 U.S.C. 2631).

**252.212-7001 (continued)**

\_\_\_ **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).

**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)).

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)**

- (a) *Definitions.* As used in this clause--
- (1) "Component" means any item supplied to the Government as part of an end product or of another component.
  - (2) "End product" means supplies delivered under a line item of this contract.
- (b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:
- (1) Food.
  - (2) Clothing.
  - (3) Tents, tarpaulins, or covers.
  - (4) Cotton and other natural fiber products.
  - (5) Woven silk or woven silk blends.
  - (6) Spun silk yarn for cartridge cloth.
  - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
  - (8) Canvas products.
  - (8) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
  - (9) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
  - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
  - (3) To foods that have been manufactured or processes in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any components if applicable) were grown or produced; ***except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;***
    - (i) Is not more than 10 percent of the total price of the end product; and
    - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
  - (4) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;
  - (5) To chemical warfare protective clothing produced in the countries listed in subsection [225.872-1](#) of the Defense FAR Supplement; or
  - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
    - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
      - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
      - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
      - (C) Upholstered seats (whether for household, office, or other use); and
      - (D) Parachutes (Federal Supply Class 1670); or
    - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

## ADDENDUM

The following changes are applicable to clause 52.212-1 *INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (Oct 2000)*

Paragraph (c) *Period of Acceptance of Offers*  
delete 30 calendar days and insert 132 calendar days.

Paragraph (d) *Product Samples*, is deleted in its entirety.

Paragraph (e) *Multiple Offers*, is deleted in its entirety.

Paragraph (h) *Multiple Awards*, is deleted in its entirety.

The following provisions are added to 52.212-1

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

(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 foregone 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.

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

Number

52.204-6 *DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN 1999*

252.204-7001 *COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS*

252.204-7004 *REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) DFARS*

52.215-5 *FACSIMILE PROPOSALS (OCT 1997)*

252.217-7018 *CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS delete paragraph (b)*

252.217-7019 *SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS*

52.219-6 *NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)\**

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

## ADDENDUM

The following additional provisions are set forth in FULL TEXT:

### 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

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

### 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.

### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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/logisticspolicy/procurementlinks2.htm>.

## ADDENDUM

**52.215-6 PLACE OF PERFORMANCE**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, es 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 us
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**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.

**52.216-18 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 JULY 04, 2004 through July 09, 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 duty authorized representative.

# ADDENDUM

## 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).

## 52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP (FOR PAYMENT MADE BY OTHER THAN EFT)

Offeror shall indicate below the address to which payment should be mailed, if such address is different form that shown by the offeror on page 1 of this solicitation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 July 09, 2005.

# ADDENDUM

## 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: \_\_\_\_\_

### ***52.215-9P07 STATE MINIMUM PRICE REGULATION DSCP***

Acquisitions financed by appropriated funds are made under authority of Chapter 137, Title 10 USC, and the Defense Federal Acquisition Regulation Supplement (DFARS). Pursuant to Paul vs. United States decided by the Supreme Court of the United States on 14 January 1963, state minimum distributor price regulations with respect to milk or milk products are not applicable to such acquisitions.

### **52.216-9P15 ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE DSCP**

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Skim Milk and Butterfat Fluid Milk Products classified as Class I Milk only (i.e., whole milk, fat-free milk, lowfat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

(c) Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal Milk Marketing Orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(Base Skim Milk Price for Class I times 0.965) plus (Advanced Butterfat Pricing Factor times 3.5)] in the Announcement of Advanced Prices and Pricing Factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, Dairy Programs. The Announcement is released on the Friday before the 23<sup>rd</sup> of the month unless the 23<sup>rd</sup> of the month falls on a Friday in which case, Friday the 23<sup>rd</sup> will be the release date.

**52.216-9P15 continued**

(e) Price adjustments shall be based on the following:

(1) The “base price” for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

- (i) the closing date for proposals, if no discussions are held, or
- (ii) the due date for final proposal revisions, if discussions are held.

The “base price” for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The “adjusting price” shall be the monthly price of the economic indicator released following the month used to determine the “base price”.

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the Subsistence Total Order Receipt Electronic System (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Announcement of Advanced Prices and Pricing Factors applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

- (1) Compute adjusting price.
- (2) Compute base price.
- (3) Compute change from base price.
- (4) Convert the price change to price per gallon.
- (5) Compute price change for other units other than a gallon.
- (6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).
- (7) Compute adjusted contract unit price(s).

The following sample price computation is an Illustration for a contract awarded in January. Therefore, the base price is the Class I price for January and the adjusting price is the Class I price for February.

### ADDENDUM

(1) Adjusting Price		
Base Skim Milk Price for Class I	\$7.72 CWT X 0.965	\$ 7.4498
Advanced Butterfat Pricing Factor	\$0.9302 LB X 3.5	<u>\$ 3.2557</u>
Class I Price		<u>\$10.7055</u>
(2) Base Price		
Base Skim Milk Price for Class I	\$7.72 CWT X 0.965	\$ 7.4498
Advanced Butterfat Pricing Factor	\$0.9854 LB X 3.5	<u>\$ 3.4489</u>
Class I Price		<u>\$10.8987</u>
(3) Change from Base Price per CWT		
		(\$0.1932)
(4) Price change per gallon		
Line (3) divide by 11.63 gallons/cwt		(\$0.0166)
(5) Price change per half gallon		
Price change per quart		(\$0.0083)
Price change per pint		(\$0.0042)
Price change per half pint		(\$0.0021)
Price change per half pint		(\$0.0010)
(6) Price adjustment per gallon		
Price adjustment per half gallon		(\$0.02)
Price adjustment per half gallon		(\$0.01)
Price change per quart		\$0.00
Price change per pint		\$0.00
Price change per half pint		\$0.00
(7) Adjusted contract unit price		
Item per gallon (Current Unit Price -		
\$0.02)		
Item per half gallon (Current Unit Price		
- \$0.01)		
Item per quart (No adjustment)		
Item per pint (No adjustment)		
Item per half pint (No adjustment)		

(h) Revised prices will become effective on the 1<sup>st</sup> Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by contract modifications. Adjustments will be implemented by the government as follows:

- (1) The adjusted contract unit price(s) for the following month will be input in STORES,
- (2) A facsimile transmission will be sent to contractors who do not have electronic access, and
- (3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet at <http://www.dscp.dla.mil/subs/milk-epa/milk-epa.htm>.

## ADDENDUM

### 52.216-9P15 continued

(j) Any pricing actions pursuant to the “changes” clause or other provisions of the contract will be priced as though there were no provision for economic price adjustment.

(k) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, either party may cancel the contract effective 60 days after receipt of written notice of the cancellation. In the event a written notice of cancellation is given, the price of the contract prior to the notice of cancellation will be applied from receipt of the notice until the date of cancellation. There is no percentage limit on downward adjustments under this clause.

(l) In the event, publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(m) Any dispute arising under this clause is subject to the “disputes” clause of the contract.

### **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 reprocure 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 reprocurement 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.

### **52.217-9P04 SPECIAL PROVISIONS FOR BULK MILK DISPENSING EQUIPMENT DSCP**

(a) *General.* Regulations require that the cost to the Government for bulk milk dispensing equipment must be identified and paid for from a different fund than the milk itself. Accordingly, unit and extended prices on each offered item requiring the furnishing of bulk milk dispensing equipment will be broken down and will state separately (1) the charge for the milk itself, and (2) the charge for the bulk milk dispensing equipment called for by that item. The dispensing equipment charge will include the cost of furnishing, installing, servicing, maintaining and removing such equipment. Evaluation of offers will be based on the total charge for each such item. By submission of this offer, the offeror certifies that the separate charges entered for such items represent the true and accurate charges for the milk and bulk milk dispensing equipment, and that the price offered for milk does not include any cost on account of bulk milk dispensing equipment. Dispensing equipment charge will be the per-gallon rate for equipment and services.

(b) *Invoices.* Invoices covering items requiring the furnishing of bulk milk dispensing equipment must show separately for each such item the charge for the milk product furnished and the applicable charge for the bulk milk dispensing equipment.

(c) *Computations.* (Applicable only in contracts which contemplate the use of both government-furnished and contractor-furnished dispensers.)

## ADDENDUM

### 52.217-9P04 Continued

(1) Basic. To the extent both government-furnished and contractor-furnished equipment is to be used in the dispensing of bulk milk required under this contract, the following dispenser charge procedures shall apply. In each case, the Government shall give written notice to the contractor stating which of the consumption points will employ contractor-furnished dispensers exclusively. Such points shall be called "Contractor Dispenser Points".

(2) Central Deliveries. Where bulk milk is delivered to a central delivery point for redistribution by the Government both to Contractor Dispenser Points and to other consumption points, data shall be furnished by such central delivery point to the contractor stating the gallonage issued during the invoice period to Contractor-Dispenser Points. Such data shall be the basis of invoicing dispenser charges.

(3) Direct Deliveries. Where bulk milk is delivered to Contractor Dispenser Points directly by contractor, delivery receipt data applicable to such points shall be that basis of such invoicing.

(4) Mixed-Equipment Points. Where bulk milk is delivered either directly or through a central delivery point to any consumption point where any or all of the dispensers are furnished by the Government, no dispenser charges shall be applicable to, such milk, except as provided below. Contractor shall not be required to furnish dispensers at any consumption point where any Government dispensers are located, except as provided below.

(5) Urgency Exception. Where urgent requirements, as determined by the ordering officer, necessitate the use of both government and contractor-furnished dispensers at the same consumption point, the minimum number of contractor-furnished dispensers shall be ordered in writing only and supplied to such point. In such case, dispenser charges (per line item) shall apply to that proportion of the bulk milk delivered to such point which corresponds to the proportion of contractor-furnished dispenser spigots to the total number of spigots at such point. (For example: If half the number of spigots used in dispensing chocolate milk at that point are contractor-furnished, half of the chocolate milk gallonage there shall be subject to the dispenser charge).

### 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 sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the

"Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing is no longer sanitarily 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.

(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.

## ADDENDUM

### 52.246-9P31 Continued

(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.

**ADDENDUM**

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

**252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004) DFARS****(a) *Definitions.***

As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Commonly accepted commercial marks” means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use that can be used to uniquely identify DoD items that are purchased from commercial industries that use the unique identification equivalents. Some examples are: EAN.UCC Global Individual Asset Identifier, health care capital assets labeled with the Health Industry Bar Code Standard, and the Automotive Industry Action Group B-2 Vehicle Identification Number Bar Code Label Standard.

“Enterprise” means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

“Government’s acquisition cost” means—

(1) For fixed-price contracts, the unit price identified at contract award, updated by any contract modifications; and

(2) For cost-type contracts, the Contractor’s fully burdened actual cost that has been accumulated, plus a proportionate amount of fee for each item at the time the item is delivered.

“Issuing agency code” means a code that designates the registration (or controlling) authority.

“Item” means a single article or unit formed by a grouping of component or constituent parts required to be delivered in accordance with the terms and conditions of this contract. Under this contract, an item is any article produced, stocked, stored, issued, or used; or any product, including systems, materiel, parts, subassemblies, sets, or accessories.

“Machine-readable” means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

“Registration (or controlling) authority” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC/EAN International (EAN) Company

**252.211-7003 (Continued)**

Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Number).

“Serial number within the enterprise identifier” or “unique serial number” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part number” or “serial number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part number” means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

“Unique item identifier” means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multifaceted business applications and users.

**(b) *Unique Item Identification.***

(1) The Contractor shall provide unique item identification marking, or a DoD recognized unique identification equivalent (if one is not already marked), for—

- (i) All items delivered under this contract for which the Government’s acquisition cost is \$5,000 or more; and
- (ii) The following items to be delivered under this contract:

<u>Contract Line Item</u>	<u>Description</u>
_____	_____
_____	_____
_____	_____
_____	_____

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data Elements.

(i) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(ii) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

**252.211-7003 (Continued)**

(iii) The issuing agency code shall be derived from the data qualifier for the enterprise identifier.

(iv) The issuing agency code shall not be placed on the item.

(4) Data Syntax and Semantics.

The Contractor shall—

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (Dis) (Format 06).

(B) Application Identifiers (Ais) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution “DD” format for use until the final solution is approved by ISO JTC1/SC 31. (Note: The DoD collaborative solution is described in Appendix D of the DoD guide to Uniquely Identifying Tangible Items, available at <http://www.acq.osd.mil/uid>.)

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.

(5) Marking Items.

Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (b)(1) of this clause in accordance with the standard practice of MIL-STD-130K, Identification Marking of U.S. Military Property.

(c) Commonly Accepted Commercial Marks.

The Contractor shall provide commonly accepted commercial marking for items delivered under this contract that are not required to have unique identification or a DoD-recognized unique identification equivalent under paragraph (b) of this clause.

(d) Item Records.

Records of all items delivered to the Government shall include, at a minimum, the following information:

(1) Description.

(2) Unique item identifier concatenated or other approved item identifier.

(3) Quantity shipped.

(4) Unit of measure.

(5) Acquisition cost.

(6) Ship-to code.

(7) Shipment date.

(8) Enterprise identifier.

(9) Serial number.

(10) Original part number.

(e) Valuation.

The Contractor shall report the Government’s acquisition cost of items delivered under this contract as follows:

(1) Except as specified in paragraph (e)(3)(ii) of this clause, the Contractor shall report the Government’s acquisition cost of items under separately priced contract line item numbers, subline item numbers, or informational subline item numbers.

**252.211-7003 (Continued)**

(2) When information subline items are used only for identification of the Government's acquisition cost, they will be clearly identified as such and shall not be used as a basis for payment.

(3) The Contractor shall normally report the Government's acquisition cost for items under cost-type contracts to the Contracting Officer at the time of delivery, but in no event later than the close of the Contractor's fiscal period during which the delivery was made.

(i) When a unique item identifier is required, the Contractor shall report the actual cost that has been accumulated for each item identified in paragraph (b) of this clause and set forth in a contract line item or subline item.

(ii) When a commonly accepted commercial mark is required, the Contractor shall report the actual cost that has been accumulated for each item, whether or not listed in paragraph (b) of this clause. In many cases, such items will have been combined under a single contract line item or subline item.

(f) *Subcontracts.*

The Contractor shall include the requirements of this clause in all subcontracts that will result in delivery of items under this contract.

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause 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/logisticspolicy/procurementlinks2.htm>.

## **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.**

**DEFENSE APPROPRIATIONS ACT**

A. All items supplied under the contract awarded, as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. 2533a) and the provisions of Clause 252.225-7012 (April 2002). These references require that all items supplied under the contract be manufactured or processed in the United States or its possessions.

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food products supplied to the military, which are paid for by appropriated funds, must be manufactured or processed in the United States or its possessions. This would not apply to commissary resale items or for the acquisition of those specific items listed as follows:

- |  |                            |
|--|----------------------------|
| Bananas  | Beef, corned, canned       |
| Beef Extract   | Brazil Nuts, unroasted     |
| Capers   | Cashew Nuts                |
| Castor Beans and Oil   | Chestnuts                  |
| Chicle   | Cocoa Beans                |
| Coffee, raw or green bean  | Oranges, mandarin, canned  |
| Spices and herbs, in bulk  | Tapioca, flour and cassava |
| Tea, in bulk   | Thyme oil                  |
| Olive Oil  | Sugars, raw                |
| Vanilla beans  |                            |
| Olives (green), pitted or unpitted or stuffed in bulk  |                            |
| Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms. |                            |

C. For additional information, please consult the DoD FAR Supplement at 225.70 “Appropriations Act Restrictions” and/or contact the Contracting Officer.

D. Vendor must identify any offered food items that are not domestic when submitting offer. Lack of identification of non-domestic item is Offeror’s certification of compliance.