



**CONTINUATION OF BLOCKS ON THE SF 1449**

**Block 8 (Continued):**

Offer due date and local time is: 07 May 2002  
3:00 PM, Philadelphia, PA, local time.

**Block 9 (Continued):**

Address Mailed Offer to: Defense Logistics Agency  
Defense Supply Center Philadelphia  
P.O. 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, 2<sup>nd</sup> Floor, Wing E  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Business Opportunities Office normal business hours are 8:00 AM to 5:00 PM, Monday through Friday except for legal federal holidays as set forth in 5 USC 6103. Hand carried offers are to be delivered to the Business Opportunities Office during normal business hours.

Offerors responding to this solicitation via 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 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.

Facsimile Offers are authorized, but the original solicitation must be completed, signed and mailed in its entirety to DSCP. Send facsimile offer to 215-737-9300 through 9303.

Block 10 (Continued): This acquisition is (1) UNRESTRICTED: All firms may offer regardless of business size.

**INSTRUCTIONS**

**ITEMS TO BE PROCURED:** Bread and Bakery Products

**REQUIREMENTS FOR:** Ft. McCoy, Sparta, Wisconsin

**EFFECTIVE PERIOD OF CONTRACT:** 04 August 2002 through 02 August 2003

**GOVERNMENT QUALIFICATIONS:**

ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR.

**MINIMUM/MAXIMUM QUANTITIES:**

The quantities shown in the schedule represent estimated order quantities for the contract delivery period. Offers will be evaluated based on the estimated quantities. The estimated total dollar value of resulting contract will be calculated based on the aggregate unit prices for all items at the estimated quantities per group. Actual quantities ordered may vary among the line items.

The contract minimum amount to be ordered under any resulting contract(s) is 25% of the total estimated contract dollar amount of each individual contract.

The contract maximum amount to be ordered under any resulting contract(s) is 50% over the total estimated contract dollar amount of each individual contract.

**SUBMISSION REQUIREMENTS:**

1. Submitted offers must include the following:
  - i) Entire solicitation completed and signed.
  - ii) Offeror's current commercial catalog, price list, wholesale price list
  - iii) All offered prices
  - iv) Must identify all exceptions and deviations to any of the terms and conditions of the solicitation (includes items, package sizes, delivery schedule and clauses)
  
2. Facsimile offers are acceptable. The facsimile offer must include:
  - i) Page 1 of solicitation completed and signed.
  - ii) Offeror's current commercial catalog, price list, wholesale price list
  - iii) All offered prices
  - iv) Must identify all exceptions and deviations to any of the terms and conditions of the solicitation (including items, package sizes, delivery schedule and clauses)
  - v) Hardcopy of offer must be submitted in accordance with #1 of **SUBMISSION REQUIREMENTS.**

**If repeated telephone calls to DSCP go unanswered, DSCP could be closed due to hazardous weather conditions, or other unusual circumstances. The DSCP Hotline, 215-737-DSCP (3727), is available for information regarding operational status.**

Award under this commercial item solicitation may be based on initial offers received. Offerors are advised to submit initial offers accordingly.

At time of award successful offeror will provide offeror's coding system to DSCP Contract Specialist for distribution to customers. (see page 7).

**ADDITIONAL ITEMS:** Customers will be able to request additional items to be added to the awarded contract and resulting catalog. Prior to items being added to the catalog, prices must be evaluated by Contract Specialist and price reasonableness determined by Contracting Officer. Contract Modifications will not be required to add items. Established contract maximum cannot be exceeded.

**ADDITIONAL CUSTOMERS:** Additional Department of Defense and Non-Department of Defense customers located in the same distribution area as the successful contractor can be incorporated into existing contract, based on a mutually agreed upon implementation plan. Established contract maximum cannot be exceeded.

**Offeror's assigned DUNS Number:**\_\_\_\_\_.

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

**The following clauses require completion:**

|                        |                  |
|------------------------|------------------|
| Clause 52.212-3        | Pages 16 thru 21 |
| Clause 252.212-7000    | Page 29          |
| Clause 52.215-6        | Page 34          |
| Clause 52.242-9P18     | Page 35          |
| Authorized Negotiators | Page 36          |

**ORDERING AND INVOICING:**

As a requirement of this solicitation, the DSCP automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that MUST be mirrored on the vendor's invoice.

The following five elements MUST be annotated on the invoice. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice:

Contract Number – i.e., SP0300-00-D-V000

Call Number – Julian Date of the Purchase Order

Lead Contract Line Item Number (CLIN) – First item on the purchase order

Purchase Order Number

Required Delivery Date (RDD) – Date of Delivery

The information may have to be hand written on the invoice. Please ensure the information is correct and legible.

| ITEM NUMBER: | ITEM DESCRIPTION:   | ESTIMATED QUANTITY: | UNIT: | UNIT PRICE: | ESTIMATED UNIT TOTAL: |
|--------------|---|---------------------|-------|-------------|-----------------------|
| 1            | Bread, White, Fresh, Sliced, Pan Baked, Sandwich, Enriched, 16 to 32 oz loaf<br><br>Net Weight/Loaf: _____<br>Price per Loaf: _____<br>Product Code: _____                                      | 5,900               | LBS   | _____       | _____                 |
| 2            | Bread, Whole Wheat, Fresh, Sliced, Pan Baked, Sandwich, 16 to 24 oz loaf:<br><br>Net Weight/Loaf: _____<br>Price per Loaf: _____<br>Product Code: _____   | 2,100               | LBS   | _____       | _____                 |
| 3            | Bread, Rye, Fresh, Sandwich, Sliced, Pan Baked, 16 to 24 oz loaf:<br><br>Net Weight/Loaf: _____<br>Price per Loaf: _____<br>Product Code: _____   | 2,000               | LBS   | _____       | _____                 |
| 4            | Rolls, Hamburger, Fresh, Sliced, White, Pan Baked, 6 to 24 per pkg:<br><br>Count per Package: _____<br>Net Weight/Package: _____<br>Price per Package: _____<br>Product Code: _____             | 3,000               | LBS   | _____       | _____                 |
| 5            | Rolls, Frankfurter, Fresh, Sliced, White, Pan Baked, Enriched, 8 to 24 per pkg:<br><br>Count per Package: _____<br>Net Weight/Package: _____<br>Price per Package: _____<br>Product Code: _____ | 1,700               | LBS   | _____       | _____                 |

| ITEM NUMBER: | ITEM DESCRIPTION:  | ESTIMATED QUANTITY: | UNIT: | UNIT PRICE: | ESTIMATED UNIT TOTAL: |
|--------------|--|---------------------|-------|-------------|-----------------------|
| 6            | Rolls, Dinner, Fresh, White, Pan Baked, 8 to 16 per pkg:<br><br>Count per Package:_____<br>Net Weight/Package:_____<br>Price per Package:_____<br>Product Code:_____ | 800                 | LBS   | _____       | _____                 |
| 7            | Sweet Rolls, Cinnamon, Fresh, 8 per pkg:<br><br>Count per Package:_____<br>Net Weight/Package:_____<br>Price per Package:_____<br>Product Code:_____                 | 325                 | LBS   | _____       | _____                 |
| 8            | Sweet Rolls, Cinnamon, Fresh, 6 per pkg:<br><br>Count per Package:_____<br>Net Weight/Package:_____<br>Price per Package:_____<br>Product Code:_____                 | 200                 | LBS   | _____       | _____                 |
| 9            | Danish Pastry, Variety Pack, Fresh, 6 to 12 per pkg:<br><br>Count per Package:_____<br>Net Weight/Package:_____<br>Price per Package:_____<br>Product Code:_____     | 300                 | LBS   | _____       | _____                 |
| 10           | Danish Pastry, Bear Claws, Fresh, 6 to 12 per pkg:<br><br>Count per Package:_____<br>Net Weight/Package:_____<br>Price per Package:_____<br>Product Code:_____       | 250                 | LBS   | _____       | _____                 |

| ITEM<br>NUMBER: | ITEM DESCRIPTION:   | ESTIMATED<br>QUANTITY: | UNIT: | UNIT<br>PRICE: | ESTIMATED<br>UNIT TOTAL: |
|-----------------|---|------------------------|-------|----------------|--------------------------|
| 11              | Bread, White, Fresh, Sliced, Thick,<br>(For Texas Toast), Pan Baked,<br>16 to 24 oz loaf:<br><br>Net Weight/Loaf: _____<br>Price per Loaf: _____<br>Product Code: _____ | 100                    | LBS   | _____          | _____                    |
| 12              | Buns, Sesame Wheat Bran, Fresh,<br>6 to 12 per pkg:<br><br>Count per Package: _____<br>Net Weight/Package: _____<br>Price per Package: _____<br>Product Code: _____     | 100                    | LBS   | _____          | _____                    |

ESTIMATED TOTAL: \_\_\_\_\_

Offers are evaluated on per pound pricing. Loaf and package prices are available for customers for ordering and billing purposes.

Copy of current catalog, price list, wholesale price must be submitted with offer. Submitted price list must clearly identify corresponding items as stated on solicitation.

Facsimile Number for Order Placement: \_\_\_\_\_

Specify Non-Bake Days: \_\_\_\_\_

OFFEROR QUALIFICATIONS AND/OR DEVIATIONS (Offeror is to identify contingent factors on which offer is based as well as any deviations or exceptions to any items cited, to delivery schedule, items, package sizes, etc):

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

Clause 52.215-6 Place of Performance (Oct 1997) on **Page 34** must be completed. Offer must identify items not made at location cited on page 1 of this solicitation as well as provide the name, location and business size of the plant actually making/producing the item(s).

**FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:** Fresh bakery products shall conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered within 24 hours of baking (except following a non-bake day, then no more than 48 hours).
2. Brown & Serve Rolls, must be delivered within 36 hours of production.

**PACKAGING, PACKING AND LABELING:**

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 hereunder.

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

**DELIVERY SCHEDULE**

A delivery ticket will accompany each delivery, citing order number. The delivery ticket will be itemized, show unit prices, be extended and totaled. All deliveries exclude National Legal Holidays unless otherwise indicated. All items will be tailgate delivery.

**Frequency, Limitations & Time of Delivery:**

48 hour turn around with normal deliveries on Mondays through Saturdays, to be completed by 10:00 AM. Deliveries are required at the two Main Dining Facilities.

Orders will be placed for customers located at Ft. McCoy, Sparta, Wisconsin at the following locations. Invoices must annotate customer location.

| <b><u>BLDG:</u></b> | <b><u>STREET:</u></b> | <b><u>BLDG:</u></b> | <b><u>STREET:</u></b> | <b><u>BLDG:</u></b> | <b><u>STREET:</u></b> |
|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|
| Bldg 490            | E.K. Street           | Bldg 1826           | So. "E" St            | Bldg 2762           | W. 12th Ave.          |
| Bldg 50             | South "O" St          | Bldg 1827           | So. "E" St            | Bldg 2767           | W. 12th Ave.          |
| Bldg 605            | E. "N" ST.            | Bldg 1838           | So. "E" St            | Bldg 2773           | W. 12th Ave.          |
| Bldg 606            | E. "N" ST             | Bldg 1926A          | So. "C" St.           | Bldg 2806           | W. "J" St.            |
| Bldg 616            | E. "N" ST             | Bldg 1926B          | So. "C" St.           | Bldg 2807           | W. "J" St.            |
| Bldg 617            | E. "N" ST             | Bldg 2006           | W. 12th Ave.          | Bldg 2815           | W. "J" St.            |
| Bldg 705            | E. "P" ST.            | Bldg 2406           | W. "B" St.            | Bldg 2816           | W. "J" St.            |
| Bldg 706            | E. "P" ST.            | Bldg 2407           | W. "B" St.            | Bldg 2827           | W. "K" St.            |
| Bldg 716            | E. "P" ST.            | Bldg 2447           | W. 12th Ave           | Bldg 2828           | W. "K" St.            |
| Bldg 717            | E. "P" ST.            | Bldg 2415           | W. "B" St.            | Bldg 2868           | W. 12th St            |
| Bldg 726            | E. "P" ST.            | Bldg 2416           | W. "B" St.            |                     |                       |
| Bldg 727            | E. "Q" ST             | Bldg 2427           | W. "C" St             |                     |                       |
| Bldg 738            | E. "Q" ST             | Bldg 2428           | W. "C" St.            |                     |                       |
| Bldg 739            | E. "Q" ST             | Bldg 2515           | W. "D" St.            |                     |                       |
| Bldg 805            | E. "R" ST             | Bldg 2516           | W. "D" St.            |                     |                       |
| Bldg 806            | E. "R" ST             | Bldg 2527           | W. "E" St.            |                     |                       |
| Bldg 1115           | So. "R" St            | Bldg 2528           | W. "E" St.            |                     |                       |
| Bldg 1306           | South North St        | Bldg 2606           | W. "F" St.            |                     |                       |
| Bldg 1605           | So. "H" St.           | Bldg 2607           | W. "F" St.            |                     |                       |
| Bldg 1606           | So. "H" St            | Bldg 2615A          | W. "F" St.            |                     |                       |
| Bldg 1616           | So. "H" St.           | Bldg 2615B          | W. "F" St.            |                     |                       |
| Bldg 1617           | So. "H" St            | Bldg 2627           | W. "G" St             |                     |                       |
| Bldg 1626           | So. "I" St            | Bldg 2628           | W. "G" St.            |                     |                       |
| Bldg 1627           | So. "I" St.           | Bldg 2637           | W. "G" St.            |                     |                       |
| Bldg 1638           | So. "I" St.           | Bldg 2638           | W. "G" St.            |                     |                       |
| Bldg 1639           | So. "I" St.           | Bldg 2656           | W. 12th St.           |                     |                       |
| Bldg 1705           | So. "F" St.           | Bldg 2661           | W. 12th St.           |                     |                       |
| Bldg 1706           | So. "F" St.           | Bldg 2706           | W. "H" St.            |                     |                       |
| Bldg 1716           | So. "F" St.           | Bldg 2707           | W. "H" St.            |                     |                       |
| Bldg 1717           | So. "F" St.           | Bldg 2715A          | W. "H" St.            |                     |                       |
| Bldg 1738           | So. "G" St..          | Bldg 2715B          | W. "H" St.            |                     |                       |
| Bldg 1805           | So. "D" St            | Bldg 2727           | W. "I" St.            |                     |                       |
| Bldg 1806           | So. "D" St            | Bldg 2728           | W. "I" St.            |                     |                       |
| Bldg 1816           | So. "D" St            | Bldg 2737           | W. "I" St.            |                     |                       |
| Bldg 1817           | So. "D" St            | Bldg 2738           | W. "I" St.            |                     |                       |

**CONTRACT ADMINISTRATION**

Invoices should be mailed to and payment will be made by:

DFAS - COLUMBUS CENTER  
ATTN: BVDPIS/CC  
P.O: BOX 182317  
COLUMBUS, OH 43218

Invoices are required to be signed by the authorized receiving official at each delivery point. Invoice submitted for payment must include customer annotations and corrections in reference to delivered items, this includes customer corrected quantities delivered and price corrections or considerations reflecting accuracy of delivered items, quantities and prices. A customer signed copy of the invoices to be submitted by the contractor to the payment office cited above. In accordance with FAR 52.212-4(g), the contractor shall submit an original invoice and three copies to the address designated in the contract to receive invoices. An invoice must include:

- 1 Name and address of Contractor
- 2 Invoice date
- 3 Contract number, contract line item number and the order number
- 4 Description, quantity, unit of measure, unit price and extended price of the items delivered
- 5 Terms of any prompt pay discount offered
- 6 Name and address of official to whom payment is to be sent
- 7 Name, title and phone number of person to be notified in event of defective invoice

To assist with prompt processing and payment of invoices the contractor is also required to include the following additional information on the invoice:

- 8 Contractor identification number (Contractor Invoice Number)
- 9 Customer ship to address and DoDAAC
- 10 Call Number (four characters, one alpha and three numeric): generated thru STORES
- 11 Government National Stock Number (NSN) or Local Stock Number (LSN)

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

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

**(b) Submission of Offers.**

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (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. REFER TO ADDENDUM PAGE 33**

The offeror agrees to hold the prices in its offer firm for 90 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. REFER TO ADDENDUM PAGE 33**

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. REFER TO ADDENDUM PAGE 33**

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://assist.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.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2002) ALTERNATE I (APR 2002)**

(a) *Definitions.* As used in this provision:

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

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

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

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

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

52.212-3 (continued)

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

(3) Taxpayer Identification Number (TIN).

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

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

(4) Type of Organization.

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

(5) Common Parent.

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

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

(1) Small Business Concern.

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

(2) Veteran-Owned Small Business Concern.

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

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

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

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

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

52.212-3 (continued)

(4) Small Disadvantaged Business Concern.

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

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

(5) Women-Owned Small Business Concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

Offeror represents as follows:

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

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

(Check one of the following):

| <u>Number of Employees</u>           | <u>Average Annual Gross Revenues</u>                 |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less         |
| <input type="checkbox"/> 51 - 100    | <input type="checkbox"/> \$1,000,001 - \$2 million   |
| <input type="checkbox"/> 101 - 250   | <input type="checkbox"/> \$2,000,001 - \$3.5 million |

52.212-3 (continued)

|                 |                                |
|-----------------|--------------------------------|
| ___ 251 - 500   | ___ \$3,500,001 - \$5 million  |
| ___ 501 - 750   | ___ \$5,000,001 - \$10 million |
| ___ 751 - 1,000 | ___ \$10,000,001-\$17 million  |
| ___ Over 1,000  | ___ Over \$17 million          |

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

(i) General.

The offeror represents that either--

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

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

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

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(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 place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(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--Balance of Payments Program Certificate.**

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

**(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.**

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

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.

**52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS  
(FEB 2002)****(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.**

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**(j) Risk of Loss.**

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

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

**52.212-4 (continued)****(k) Taxes.**

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

**(l) Termination for the Government's Convenience.**

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

**(m) Termination for Cause.**

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

**(n) Title.**

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

**(o) Warranty.**

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

**(p) Limitation of Liability.**

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

**(q) Other Compliances.**

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

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

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

**52.212-4 (continued)**

(s) Order of Precedence.

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

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

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC  
2001) (DEVIATION)**

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) 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 or components:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) **Alternate I** to 52.219-5.
- (4)(iii) **Alternate II** to 52.219-5.
- (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (8)(ii) **Alternate I** of 52.219-23.
- (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (13) **52.222-26**, Equal Opportunity (E.O. 11246).

**52.212-5 (continued)**

- (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  
*Paragraphs (18) through (20) are not applicable and have been deleted.*
- (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- (23) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- (28)(ii) **Alternate I** of 52.247-64.

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

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

**52.212-5 (continued)****(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)** Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);  
and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**252.212-7000 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 (NOV 2001) 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).

**252.206-7000** Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

**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 (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

**252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

**252.225-7012** Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).

**252.225-7014** Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

**252.225-7015** Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

**252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) ( Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

**252.225-7021** Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

**252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C.2779).

**252.225-7028** Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

**252.225-7029** Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

**252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) ( Alternate I) (SEP 1999) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).

**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).

**252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

**252.212-7001 (continued)**

- \_\_\_ **252.247-7023** Transportation of Supplies by Sea (MAR 2000) (\_\_\_Alternate I)  
(MAR 2000) (\_\_\_Alternate II) (MAR 2000) (10 U.S.C. 2631).
- \_\_\_ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000)  
(10 U.S.C. 2631).

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

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (MAR 1998)  
(10U.S.C. 2241 note).
- 252.247-7023** Transportation of Supplies by Sea (MAR 2000) (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000)  
(10U.S.C. 2631).

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

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

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

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

“Contingency Operation” means a military operation that—

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

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

**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 (FEB 1998)**

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

**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>

**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 90 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 Governemtn unless offers are specifically qualified. However, in addition to these factors, low offers 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**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> 52.204-6     | <i>CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)</i>  |
| <input checked="" type="checkbox"/> 252.217-7017 | <i>TIME OF DELIVERY (DEC 1991) DFARS</i><br>Paragraph (c): Insert <u>48 hours</u> for Dairy and Bakery items and <u>5 days</u> for Eggs and Meat items. |
| <input checked="" type="checkbox"/> 252.217-7018 | <i>CHANGE IN PLANT LOCATION-- BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS</i>  |
| <input checked="" type="checkbox"/> 252.217-7019 | <i>SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS</i>  |
| <input type="checkbox"/> 52.219-6                | <i>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)*</i>  |
| <input checked="" type="checkbox"/> 52.222-24    | <i>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)</i>  |
| <input checked="" type="checkbox"/> 52.232-18    | <i>AVAILABILITY OF FUNDS (APR 1984)</i>   |

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

The following provisions/clauses are set forth in full text.

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**



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

**52.211-9P38 PLACE OF PERFORMANCE (MAR 1999) DSCP**

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

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

(c) Any change in 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 (OCT 1995)**

(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 August 02, 2002 through July 31, 2003 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

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

**THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY**

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

**OR**

Oral delivery orders may be consolidated into a single confirming written delivery order and the original furnished to the contractor on the 15th and 30th of each month, but in no event later than the 30th day subsequent to the oral order. Only the contractor may elect which alternative method of confirmation is to be employed under the contract. Notice of its election must be orally provided to the ordering officer.

**52.216-9P06 ORDER LIMITATIONS (OCT 1995) 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 36 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 from that shown by the offeror on page 1 of this solicitation.



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

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the 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 August 02, 2003.

**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 and fax numbers of the authorized negotiators).

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

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP**

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

**52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the government amounts to \$100 or more. The rights and remedies of the Government provided in the clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

**52.215-9P05 ALL-OR-NONE OFFERS (JAN 1992) DSCP**

All-or-none offers combining requirements listed in one solicitation with requirements listed in any other individually numbered solicitation will not be accepted. In addition, when less than the total line items of a solicitation are identified as being set aside for small business firms and the balance of the requirements are unrestricted, offers will be evaluated separately for the set-aside and unrestricted portions. Offers combining set-aside items with unrestricted items on an all-or-none basis must be low on both the set-aside and the unrestricted portion to be eligible for award.

**52.247-9P24 F.O.B. DESTINATION (JAN 1992) DSCP**

Unless otherwise indicated in the individually numbered solicitation, only F.O.B. destination offers will be considered. Offers other than F.O.B. destination will be rejected.

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP**

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

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

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

**52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP**

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarly approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarly Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command.. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarly approved and/or de-listed 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. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarly Approved Food Establishments for Armed Forces Procurement" if the contractor **certifies in writing** that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the Contracting Officer and provide a new source of supply.

**52.246-9P31** cont'd

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

52.246-9P31 cont'd

(b) Delivery Conveyances

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

**52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESOME MEAT ACT  
(JAN 1992) DSCP**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor or deduct from the contract price a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor, provided that if the supplies are seized under either Act, such seizure, at Government option shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes."

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

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

## (a) Definitions.

As used in this clause—

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

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

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

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

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

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

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

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

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

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