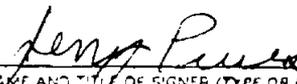


SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUEST NUMBER		PAGE 1 OF 52	
2. CONTRACT NO		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-02-R-4008	
7. FOR SOLICITATION INFORMATION CALL:		6. NAME BRENDA M. HALL		8. TELEPHONE NUMBER (No collect calls) (215) 737-4225		9. SOLICITATION ISSUE DATE 26 JAN 02	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE., BLDG. 6 PHILADELPHIA, PA 19111		CODE SP0300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC. 2051 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13b. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		18. ADMINISTERED BY SEE BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR Klosterman Baking Company 4760 Paddock Road Cincinnati, OH 45229		CODE OCG43		FACTORY CODE		18b. PAYMENT WILL BE MADE BY SEE SCHEDULE	
TELEPHONE NO 877-301-1004		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/>		18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
		ORDERING PERIOD: 31 MAR 02 - 30 MAR 03				24. AMOUNT	
		DELIVERY PERIOD: 02 APR 02 - 01 APR 03					
<i>(Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATE DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jerry Prues V.P. of National Accounts		30c. DATE SIGNED 2/26/02		31a. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOSEPH E. HAUSER		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41b. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY		42a. RECEIVED BY (Print)	
				42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	

SP0300-02-R-4008**NOTICE TO OUR VALUED SUPPLIERS**

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

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

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

52.212-3	PAGES <u>20</u> THRU <u>24</u>
252.212-7000	PAGE <u>32</u>
52.215-6	PAGE <u>36</u>
52.242-9P18	PAGE <u>38</u>
AUTHORIZED NEGOTIATORS	PAGE <u>40</u>

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

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

SUBMIT THE FOLLOWING:

CAGE CODE: OCG43
#: 00-424-8837

DUNS

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued):

Offer due date and local time is: **February 28, 2002 at 3:00 p.m.**

Block 9 (Continued):

• Address **Mailed Offer** To:

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

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

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

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

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

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers

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

INSTRUCTIONS:

ITEMS TO BE PROCURED: BREAD AND BAKERY PRODUCTS

REQUISITION NUMBERS: NONE

GROUP I - DAYTON JOB CORPS CENTER, DAYTON, OH
VAMC DAYTON, OH (BREAD)

GROUP II - WRIGHT PATTERSON AFB, OH TROOP (BREAD)

EFFECTIVE PERIOD OF CONTRACT: (ORDERING) – 01 APR 02 – 29 MAR 03
(DELIVERY) - 03 APR 02 – 01 APR 03

MINIMUM / MAXIMUM QUANTITIES: SEE CLAUSE 52.216-22

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

THE ESTIMATED TOTAL CONTRACT DOLLAR VALUE WILL BE CALCULATED BASED ON THE AGGREGATE UNIT PRICES FOR ALL ITEMS AT THE ESTIMATED QUANTITIES. ACTUAL QUANTITIES ORDERED VARY AMONG THE LINE ITEMS.

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

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

GROUP I - DAYTON JOB CORPS CENTER, DAYTON, OH

VAMC DAYTON, OH * Vendors required to identify their item code for each item

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
	BREAD, WHITE, ENRICHED, PAN BAKED ROUND TOP Item Code <u>1130</u>					
1.	20 OZ LOAF SPECIFY SIZE OFFERED <u>20 OZ</u> SPECIFY PRICE PER PKG <u>.75</u>	2,338	LB	<u>\$.60</u>	<u>\$1402.80</u>	✓
	VAMC DAYTON	2,338				
	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH, FRESH Item Code <u>1020</u>					
2.	22-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.81</u>	4,000	LB	<u>\$.54</u>	<u>\$2160.00</u>	✓
	DAYTON JCC	4,000				
3.	SLICES, INDIVIDUALLY WRAPPED* *MUST BE INDIVIDUALLY DATED W/ EXPIRATION DATE. Item Code <u>1030</u>	36,000	EA	<u>\$.07</u>	<u>\$2520.00</u>	✓
	VAMC DAYTON	36,000				
	TEXAS TOAST Item Code <u>1005</u>					
4.	20-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.84</u>	1,000	LB	<u>\$.56</u>	<u>\$560.00</u>	✓
	DAYTON JCC	1,000				
	TEXAS TOAST, (WHITE) Item Code <u>1005</u>					
5.	20-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.84</u>	900	LB	<u>\$.56</u>	<u>\$504.00</u>	✓
	VAMC DAYTON	900				

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
	BREAD PART WHOLE WHEAT PAN BAKED BREAD SANDWICH FRESH Item Code <u>1310</u>					
6.	MIN 16 OZ LOAF SPECIFY SIZE OFFERED <u>24oz.</u> SPECIFY PRICE PER PKG <u>.90</u>	2,000	LB	<u>\$.60</u>	<u>\$1200.00</u>	✓
	DAYTON JCC	2,000				
7.	SLICES, INDIVIDUALLY WRAPPED* MUST BE INDIVIDUALLY DATED W/ EXPIRATION DATE Item code <u>1320</u>	119,000	LB	<u>\$.07</u>	<u>\$8330.00</u>	
	VA DAYTON	119,000				
	BREAD 100% WHOLE WHEAT, PAN BAKED, ROUND TOP Item code <u>1448</u>					
8.	MIN 16 OZ LOAF SPECIFY SIZE OFFERED <u>20oz.</u> SPECIFY PRICE PER PKG <u>1.025</u>	6,000	LB	<u>\$.82</u>	<u>\$4920.00</u>	✓
	VA DAYTON	6,000				
	BREAD, HEARTH BAKED, FRESH Item code <u>6020</u>					
9.	FRENCH - (UNSLICED) 16-24 OZ LOAF SPECIFY SIZE OFFERED <u>16oz</u> SPECIFY PRICE PER PKG <u>.97</u>	1,300	LB	<u>\$.97</u>	<u>\$1261.00</u>	✓
	DAYTON JCC	1,300				
	BREAD, RYE, SWIRL, WITHOUT CARAWAY SEEDS Item code <u>1620</u>					
10.	32 OZ LOAF	1,200	LB	<u>\$.95</u>	<u>\$1140.00</u>	✓
	VA DAYTON	1,200				
		<u>32 oz.</u>				
		<u>1.90 per pkg.</u>				

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER, (HOT DOG), FRESH Item code <u>3710</u>				
11.	12 PER PKG	1,800	LB	<u>\$.76</u>	<u>\$1368.00</u>
	SPECIFY NET WGT PER PKG	<u>17.02-</u>			
	SPECIFY PRICE PER PKG	<u>.81</u>			
	DAYTON JCC	1,500			
	VA DAYTON	300			
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, (HAMBURGER), FRESH Item code <u>3295</u>				
12.	MIN 12 PER PKG	6,500	LB	<u>\$.58</u>	<u>\$3770.00</u>
	SPECIFY NET WGT PER PKG	<u>24.02-</u>			
	SPECIFY PRICE PER PKG	<u>.87</u>			
	DAYTON JCC	1,500			
	VA DAYTON	5,000			
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, DOUBLE (HAMBURGER) FRESH Item code <u>3540</u>				
13.	30 PER PKG	800	LB	<u>\$.68</u>	<u>\$544.00</u>
	SPECIFY NET WGT PER PKG	<u>70.02-</u>			
	SPECIFY PRICE PER PKG	<u>2.975</u>			
	DAYTON JCC	800			
	ROLLS, WHITE, ENRICHED, SOFT PAN BAKED, PARKERHOUSE, FRESH Item code <u>3915</u>				
14.	12 PER PKG	1,600	LB	<u>\$.80</u>	<u>\$1280.00</u>
	SPECIFY NET WGT PER PKG	<u>15.02-</u>			
	SPECIFY PRICE PER PKG	<u>.75</u>			
	DAYTON JCC	1,600			

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ROLLS, VARIETY SPECIALITIES, FRESH Item code <u>3717</u>				
	SUBMARINE, TORPEDO, GRINDER OR HOAGIE				
15.	8 PER PKG SPECIFY NET WGT PER PKG <u>18.02</u> SPECIFY PRICE PER PKG <u>1.035</u>	1,225	LB	<u>\$.92</u>	<u>\$1127.00</u>
	DAYTON JCC VA DAYTON	1,100 125			
	ROLLS, BROWN & SERVE WHITE Item code <u>3925</u>				
16.	12 PER PKG SPECIFY NET WGT PER PKG <u>15.02</u> SPECIFY PRICE PER PKG <u>.94</u>	3,000	LB	<u>\$1.003</u>	<u>\$3009.00</u>
	VA DAYTON	3,000			
	ROLLS, BROWN & SERVE WHEAT Item code <u>3926</u>				
17.	MIN 12 PER PKG SPECIFY NET WGT PER PKG <u>15.02</u> SPECIFY PRICE PER PKG <u>.94</u>	1,400	LB	<u>\$1.003</u>	<u>\$1404.20</u>
	VA DAYTON	1,400			
	ROLLS, WHITE, ENRICHED, SOFT PAN BAKED, DINNER, FRESH, PREBROWNE				
	Item code <u>3915</u>				
18.	MIN 12 PER PKG SPECIFY NET WGT PER PKG <u>15.02</u> SPECIFY PRICE PER PKG <u>.75</u>	90	LB	<u>\$.80</u>	<u>\$72.00</u>
	VA DAYTON	90			

ESTIMATED TOTAL GROUP I: \$36572.00

BIDDER / OFFEROR QUALIFICATIONS:

None

GROUP II - WRIGHT PATTERSON AFB, OH (TROOP) *Vendors required to identify their item code for each item.

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH, FRESH Item Code <u>1020</u>				
19.	22-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.82</u> .78	2,211	LB	<u>\$.54</u>	<u>\$1193.94</u> ✓
	TEXAS TOAST Item Code <u>1005</u>				
20.	MIN 20 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.84</u>	1,421	LB	<u>\$.56</u>	<u>\$795.76</u>
	BREAD 100% WHOLE WHEAT PAN BAKED, SANDWICH Item Code <u>1310</u>				
21.	22-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>.90</u>	1,722	LB	<u>\$.60</u>	<u>\$1033.20</u>
	BREAD, RYE, PAN BAKED, SANDWICH Item Code <u>1460</u>				
22.	28-32 OZ LOAF SPECIFY SIZE OFFERED <u>28 OZ</u> SPECIFY PRICE PER PKG <u>1.575</u>	356	LB	<u>\$.90</u>	<u>\$320.40</u>
	ROLLS, ENGLISH MUFFINS FRESH Item Code <u>9525</u>				
23.	12 PER PKG SPECIFY SIZE OFFERED <u>24 OZ</u> SPECIFY PRICE PER PKG <u>1.70</u>	1,125	LB	<u>\$1.14</u>	<u>\$1282.50</u> ✓
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER, (HOT DOG), FRESH Item Code <u>3710</u>				
24.	12 PER PKG SPECIFY NET WGT PER PKG <u>17 OZ</u> SPECIFY PRICE PER PKG <u>.81</u>	455	LB	<u>\$.76</u>	<u>\$345.80</u> ✓

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, (HAMBURGER), FRESH TYPE III Item Code <u>3295</u>				
25.	12 PER PKG SPECIFY NET WGT PER PKG <u>24oz-</u> SPECIFY PRICE PER PKG <u>.87</u>	2,932	LB	<u>\$.58</u>	<u>\$1700.56</u>
	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, DINNER, FRESH PREBROWNE Item Code <u>3915</u>				
26.	12 PER PKG SPECIFY SIZE OFFERED <u>15oz-</u> SPECIFY PRICE PER PKG <u>.75</u>	2,123	LB	<u>\$.80</u>	<u>\$1698.40</u>
	ROLLS , VARIETY SPECIALITIES, FRESH SUBMARINE, TORPEDO, GRINDER OR HOAGIE Item Code <u>3717</u>				
27.	8 PER PKG SPECIFY NET WGT PER PKG <u>18oz-</u> SPECIFY PRICE PER PKG <u>1.035</u>	1,054	LB	<u>\$.92</u>	<u>\$969.68</u>
	BAGELS, FRESH, 1 OZ PLAIN Item Code <u>9530</u>				
28.	MIN 6 PER PKG SPECIFY SIZE OFFERED <u>18oz-</u> SPECIFY PRICE PER PKG <u>1.76</u>	50	LB	<u>\$1.56</u>	<u>\$78.00</u>
	BLUEBERRY Item Code <u>9531</u>				
29.	MIN 6 PER PKG SPECIFY SIZE OFFERED <u>18oz-</u> SPECIFY PRICE PER PKG <u>1.76</u>	50	LB	<u>\$1.56</u>	<u>\$78.00</u>
	STRAWBERRY Item Code <u>9532</u>				
30.	MIN 6 PER PKG SPECIFY SIZE OFFERED <u>18oz-</u> SPECIFY PRICE PER PKG <u>1.76</u>	50	LB	<u>\$1.56</u>	<u>\$78.00</u>

<u>ITEM NO.</u>	<u>SUPPLIES / SERVICES</u>	<u>EST. TOTAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	CINNAMON Item Code <u>9533</u>	01-E11-1445			
31.	MIN 6 PER PKG SPECIFY SIZE OFFERED <u>18 OZ.</u> SPECIFY PRICE PER PKG <u>1.76</u>	50	LB	<u>\$1.56</u>	<u>\$78.00</u>
	BREAD, FRENCH, ENRICHED, PAN BAKED, FRESH Item Code <u>1700</u>	01-E11-3801			
32.	22-24 OZ LOAF SPECIFY SIZE OFFERED <u>24 OZ.</u> SPECIFY PRICE PER PKG <u>1.38</u>	90	LB	<u>\$.92</u>	<u>\$82.80</u>
	BREADSTICKS, FRESH, 2 OZ PLAIN Item Code <u>3213</u>	E11-4332			
33.	16 PER PKG. SPECIFY SIZE OFFERED <u>24 OZ.</u> SPECIFY PRICE PER PKG <u>1.74</u>	100	DZ	<u>\$1.16</u>	<u>\$116.00</u>

ESTIMATED TOTAL GROUP II \$ 9851.04

SECTION "F" DELIVERY SCHEDULE:

GROUP I - DAYTON JOB CORPS CENTER, DAYTON, OH
VAMC DAYTON, OH

DAYTON JOB CORPS CENTER, DAYTON, OH

<u>DELIVER TO:</u>	<u>TIME OF DELIVERIES:</u>	<u>FREQUENCY/ LIMITATIONS:</u>
DAYTON JOB CORPS CTR. 3849 GERMANTOWN PIKE DAYTON, OH 45418 ATTN: PROPERTY OR FOOD SERVICE MANAGER (2ND FLOOR)	BETWEEN 0800 & 1000 HOURS	TWICE PER WEEK MONDAYS & THURSDAYS

INVOICES SHOULD B4E MAILED TO:
DAYTON JOB CORPS CENTER
3849 GERMANTOWN PIKE
DAYTON, OH 45418
ATTN: ACCOUNTS PAYABLE
POC: MS. DONNA WINKLER 513-267-3855

PAYMENT WILL BE MADE BY:
MANAGEMENT & TRAINING CORP.
3849 GERMANTOWN PIKE
DAYTON, OH 45418

VA MEDICAL CENTER, DAYTON, OH

<u>DELIVER TO:</u>	<u>TIME OF DELIVERIES:</u>	<u>FREQUENCY / LIMITATIONS</u>
VAMC 4100 W. 3RD STREET DAYTON, OH 45428 BLDG. 411 - BACK DOCK AREA (OFF OF KENTUCKY AVE)	BETWEEN 0800 & 1200 HRS. ONLY	FOUR (4) DELIVERIES PER WEEK (MON., TUES., THURS., FRI)

INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:
CHIEF, FISCAL SERVICE (04)
VA MEDICAL CENTER
4100 WEST THIRD STREET
DAYTON, OH 45428
POC: 513-262-2156

SECTION "F" DELIVERY SCHEDULE:**GROUP II - WRIGHT PATTERSON AFB, OH (TROOP)**

<u>DELIVER TO:</u>	<u>TIME OF DELIVERIES:</u>	<u>FREQUENCY/ LIMITATIONS:</u>
WRIGHT PAT MED CTR. BLDG. 830 AREA A 4881 SUGAR MAPLE DRIVE WRIGHT PAT AFB, OH 45433	BETWEEN 0600 AND 0800 HRS.	FOUR DELIVERIES PER WEEK (MONDAY, TUESDAY, THURSDAY AND FRIDAY

PITSENBARGER DINING FACILITY BLDG 1214, KITTYHAWK AREA 5550 HEMLOCK ST. WRIGHT PAT AFB, OH	SAME AS ABOVE	SAME AS ABOVE
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WRIGHT CARE CDC 6933 SPINNING RD. DAYTON, OH 45433	BETWEEN 0900 & 1700 HRS.	SAME AS ABOVE
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KITTYHAWK CDC (TEMPORARILY CLOSED)
1235 CHESTNUT AVE.
BLDG. 1235 KITTYHAWK AREA
WRIGHT PAT AFB, OH 45433

NEW HORIZONS CDC 1403 COMMUNICATIONS BLVD. WRIGHT PAT AFB, OH 45433	BETWEEN 0900 & 1700 HRS.	SAME AS ABOVE
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WRIGHT FIELD CDC 13 TH & LOOP ROAD WPAFB, OH 45433	BETWEEN 0900 & 1700	SAME AS ABOVE
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<u>MAIL BILLS FOR THE CDC TO:</u>	88 SPTG/SVYC ATTN: LESLEY LEE 5215 THURLOW ST. SUITE 2 WPAFB, OH 45433
--	---

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

DFAS COLUMBUS CENTER
ATTN: DFAS-CO-LSCBB
P.O. BOX 182317
COLUMBUS, OHIO 43218-6260

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)*(a) Standard Industrial Classification (SIC) Code and Small Business Size Standard.*

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

(b) Submission of Offers.

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

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

(c) Period for Acceptance of Offers.

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

(d) Product Samples.

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

(e) Multiple Offers.

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

(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 process 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.

(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. **SEE ADDENDUM**

(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 E. L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925), Facsimile (202)619-8978.

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

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179), Facsimile (215)697-1462..

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at

<http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS**

**(FEB 2000) Alternate I, (OCT 1998), Alternate II, (OCT 1998, and
Alternate III (Jan 1999)**

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

“Small Disadvantaged Business Concern” means a small business concern that—

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

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

“Women-owned small business concern” means a small business concern--

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

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

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

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

(1) *Taxpayer Identification Number (TIN)*

TIN: 31-0625594

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of a Federal state, or local government;

Other. State

basis. _____

(2) *Corporate Status.*

Corporation providing medical and health care services, or engaged in the billing and

collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship;

Partnership;

Hospital or extended care facility described in 26 CFR 501(c)(3)

that is exempt from

taxation under 26 CFR 501(a).

(3) *Common Parent.*

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(1) *Small business concern.*

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

(2) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

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

(3) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

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

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

(4) *Women-owned business concern* (other than small business concern).

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

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

(5) *Tie bid priority for labor surplus area concerns.*

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

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

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it is, is **not** an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

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

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

(Check one of the following):

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

(7) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit 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 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 in 13 CFR 124.104(c)(2): or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(I) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *(The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)*

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

- Black American
- Hispanic American
- Native American (American Indians, Eskimo, 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 proceeding.

Alternate III (9) 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)(9)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

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

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.*

The offeror represents that--

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

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

(3) *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.)

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

(1) The offeror and/or any of its principals [] **are**, **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

**52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(MAY 1999)****(a) Inspection/Acceptance.**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

- (1) Name and address of the Contractor;

- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

(j) *Risk of Loss.*

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

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

(k) *Taxes.*

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

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

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

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

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

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

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT

STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2000)

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

- (1) **52.222-3**, Convict Labor (E.O. 11755); and
- (2) **52.225-13**, 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 agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if 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**, Limitations 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).

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

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

X (13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of
the Vietnam Era

(38 U.S.C. 4212).

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

X (15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of
the Vietnam Era

(38 U.S.C. 4212).

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

___ (19) **52.225-15**, Sanctioned European Country End Products (E.O. 12849).

___ (20) **52.225-16**, Sanctioned European Union Country Services (E.O.
12849).

___ (21) (Reserved)

X (22) **52.232-33**, Payment by Electronic Funds Transfer -- Central Contractor
Registration

(31 U.S.C. 3332)

X (23) **52.232-34**, Payment by Electronic Funds Transfer -- Other than Central
Contractor

Registration (31 U.S.C. 3332).(For non STORES Customers)

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

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

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

(46 U.S.C. 1241)

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

___ (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et
seq.).

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C.
206 and

41 U.S.C. 351, et seq.).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price
Adjustment

(Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351,
et seq.).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price
Adjustment

(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract

Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)

(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

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

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

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

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

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

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793):
and
- (4) **52.247-64**, Preference for Privately-Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined 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 the 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 (MAR 2000) DFARS

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000** Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- 252.225-7001** Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582)
- 252.225-7007** Buy American Act --Trade Agreements—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7012** Preference for Certain Domestic Commodities.
- 252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note)
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- 252.225-7021** Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees For Foreign Military Sales (22 U.S.C. 2779)
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029** Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (____Alternate1) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002** Requests for Equitable Adjustment (10 U.S.C. 2410)
- 252.247-7023** Transportation of Supplies by Sea (____Alternate I) (____Alternate II) 10 U.S.C. 2631)
- 252.247-7024** Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

The following Additional Provisions are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEPTEMBER 1996) DLAD

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

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

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

The following changes are applicable to clause 52.212-1 *INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)*

Paragraph (c) *Period of Acceptance of Offers*
delete 30 calendar days and insert 60 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/clauses when checked are incorporated by reference:

Number	
<input checked="" type="checkbox"/> 52.203-3	<i>GRATUITIES (APR 1984)</i>
<input checked="" type="checkbox"/> 52.204-6 (APR 1998)	<i>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</i>
<input checked="" type="checkbox"/> 252.204-7001 <i>REPORTING (AUG</i>	<i>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE</i>
<input checked="" type="checkbox"/> 252.204-7004 <i>1998) DFARS</i>	<i>1999) DFARS</i>
<input checked="" type="checkbox"/> 252.204-7004 <i>1998) DFARS</i>	<i>REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR</i>
<input type="checkbox"/> 52.213-1	<i>FAST PAYMENT PROCEDURES (FEB 1998) (For ships only)</i>
<input checked="" type="checkbox"/> 52.215-5	<i>FACSIMILE PROPOSALS (OCT 1997)</i>
<input checked="" type="checkbox"/> 52.216-1 Fixed price,	<i>TYPE OF CONTRACT (APR 1984) Insert Type of Contract – Firm</i>
<input checked="" type="checkbox"/> 252.217-7018 <i>PRODUCTS</i>	<i>Indefinite Quantity (For Milk add with EPA clause)</i> <i>CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY</i>
<input checked="" type="checkbox"/> 252.217-7019 <i>1991) DFARS</i>	<i>(DEC 1991) DFARS delete paragraph (b)</i> <i>SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC</i>
<input type="checkbox"/> 52.219-6 <i>1996)*</i>	<i>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL</i>
<input checked="" type="checkbox"/> 52.222-24 <i>EVALUATION</i>	<i>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE</i>
<input checked="" type="checkbox"/> 52.232-18	<i>(APR 1984) (Deviation)</i> <i>AVAILABILITY OF FUNDS (APR 1984)</i>
<input checked="" type="checkbox"/> 52.245-4 (APR 1984)	<i>GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)</i>
<input checked="" type="checkbox"/> 52.247-34	<i>F.O.B. DESTINATION (NOV 1991)</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 Size Status Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business
---	--	-------------	-----------------

52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14

or 52.215-6) information pertinent to the place of performance. Failure to furnish this information

with the offer may result in rejection of the offer.

(b) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited

unless it is specifically approved in advance by the contracting officer.

52.216-18 ORDERING (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

31 March 02 through 30 March 03 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order and this contract, the contract shall control.

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if

authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are permitted and will be promptly confirmed in writing by the authorized ordering officer or the duty authorized representative.

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

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

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

Klosterman Baking Company
Lock Box # 771637
1637 Solutions Center
Chicago, IL 60677-1006

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 01 April 2003.

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

The effective period of this contract is from 02 April 2002 thru 01 April 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 numbers of the authorized negotiators).

Jerry Prues V.P. National Accounts

Chip Klosterman President

PHONE NUMBER:

877-301-1004

FAX NUMBER:

513-242-8257

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.

*52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992)
ALTERNATE 1 (FEB 1998)
DSCP*

Unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.101 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc.

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.

52.215-9P07 STATE MINIMUM PRICE REGULATION (JAN 1992) DSCP

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

52.216-9P04 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 reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular reprocurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDC.

52.217-9P04 SPECIAL PROVISIONS FOR BULK MILK DISPENSING EQUIPMENT (JAN 1992) DSCP

(a) General. Regulations require that the cost to the Government for bulk milk dispensing equipment must be identified and paid for from a different fund than the milk itself. Accordingly, unit and extended prices on each offered item requiring the furnishing of bulk milk dispensing equipment will be broken down and will state separately (1) the charge for the milk itself, and (2) the charge for the bulk milk dispensing equipment called for by that item. The dispensing equipment charge will include the cost of furnishing, installing, servicing, maintaining and removing such equipment. Evaluation of offers will be based on the total charge for each such item. By submission of this offer, the offeror certifies that the separate charges entered for such items represent the true and accurate

charges for the milk and bulk milk dispensing equipment, and that the price offered for milk does not

include any cost on account of bulk milk dispensing equipment. Dispensing equipment charge will

be the per-gallon rate for equipment and services.

(b) *Invoices*. Invoices covering items requiring the furnishing of bulk milk dispensing equipment must

show separately for each such item the charge for the milk product furnished and the applicable

charge for the bulk milk dispensing equipment.

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

furnished and contractor-furnished dispensers.)

(1) *Basic*. To the extent both government-furnished and contractor-furnished equipment is to be used

in the dispensing of bulk milk required under this contract, the following dispenser charge

procedures shall apply. In each case, the Government shall give written notice to the contractor

stating which of the consumption points will employ contractor-furnished dispensers exclusively.

Such points shall be called "Contractor Dispenser Points".

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

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

(4) Mixed-Equipment Points. Where bulk milk is delivered either directly or through a central delivery point to any consumption point where any or all of the dispensers are furnished by the Government, no dispenser charges shall be applicable to, such milk, except as provided below.

Contractor shall not be required to furnish dispensers at any consumption point where any Government dispensers are located, except as provided below.

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

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the

Military Medical Service or another agency acceptable to the Military Medical Service. The

Government does not intend to make any award for, nor accept, any subsistence products

manufactured or processed in a plant which is operating under such unsanitary conditions as

may lead to product contamination or constitute a health hazard, or which has not been listed

in an appropriate Government directory as a sanitarily approved establishment when

required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3)

below, products furnished as a result of this contract will originate only in establishments

listed in the

"Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily 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.

(2) Establishments furnishing the products listed below and appearing in the publications indicated

need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health

Service. These may serve as sources of pasteurized milk and milk products as defined in

paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978

Recommendations of the U.S. Public Health Service," Public Health Service Publication No. 229.

(ii) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy

Division, Grading Branch, AMS, USDA.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of

Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication,

but will remain subject to inspection approval by the Military Medical Service or by another

inspection agency acceptable to the Military Medical Service:

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

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

Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement,"

bearing labels reading "Distributed by," etc., are not acceptable unless the source of

manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical

Service determines that the sanitary conditions of the establishment or its products have or may

lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Termination For Cause" clause of the contract.

(b) Delivery Conveyances

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

52.246-9P32 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.

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.

52.247-9P26 EVALUATION OF OFFERS (JAN 1992) DSCP

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

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

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

(d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low 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 the majority of its needs for the majority of items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

SP0300-02-R-4008**CAUTION NOTICE**

The Defense Supply Center Philadelphia has implemented a new system known as STORES (Subsistence Total Order and Receipt Electronic System) for ordering items under this solicitation. All orders will be sent via FAX to your company from the DOD customers. In the future, orders will be sent electronically using a standard EDI purchase order (ASC X12 version 3040 transaction set 850) which will come from the customer directly to you, the supplier. Your company should consider taking the necessary steps to enable your company to compete for business in the future.

ATTENTION

ADDENDUM TO CLAUSE 52.212.1 – “INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS” (OCT 2000) – ROUNDING OFF OF OFFER AND AWARD PRICES – SEE PAGE ____ OF SOLICITATION.