

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 79	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SPO300-01-R-4011		6. SOLICITATION ISSUE DATE 25 JAN 2001
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOSEPH HAUSER, Contract Specialist			b. TELEPHONE NUMBER (No collect calls) (215) 737-3662		8. OFFER DUE DATE/ LOCAL TIME SEE PAGE 3
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 DSCP-HFVE NOTE: Mail/Handcarry/Transmit offer as specified on Page 3.				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADY. BUSINESS <input type="checkbox"/> (NA) SIC: 2024/2026 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER (DPA5 (15 CFR 700)) UNDER	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
17a. CONTRACTOR/OFFEROR Dairy Maid Dairy, Inc 259 E 7th Street Frederick, Maryland 21701 TELEPHONE NO. 301-663-5114		18a. PAYMENT WILL BE MADE BY		18b. 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	23. UNIT PRICE	24. AMOUNT
		BASE ORDERING: 2 APR 2001 - 30 MAR 2002					
		BASE DELIVERY: 4 APR 2001 - 1 APR 2002					
		OPTION ORDERING: 3 APR 2002 - 31 MAR 2003					
		OPTION DELIVERY: 5 APR 2002 - 2 APR 2003					
		<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPIES				29. AWARD OF CONTRACT: REFERENCE _____ OFFER			
<input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK _____) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS:			
30. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Joseph H. Vona, President		30c. DATE SIGNED 2/19/01		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHARON PIECYK		31c. DATE SIGNED 3/18/01	
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 PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED	
				42b. RECEIVED AT (Location)		37. CHECK NUMBER	
				42c. DATE REC'D (YY/MM/DD)		38. SW VOUCHER NUMBER	
						39. SW VOUCHER NUMBER RECEIVED BY (Print)	
						40. PAID BY	

"CONFIDENTIAL INFORMATION"
 "FOR OFFICIAL USE ONLY"
 "SOURCE SELECTION INFORMATION"

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20485.

OMB No.: 9000-0136
Expires: 09/30/98

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

Page 1, continued

1. Block 8 (continued)

Offer Due Date/Local Time: 3:00 PM EST FRIDAY, 23 FEBRUARY 2001

2. Block 9 (continued)

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

Handcarried offers, including delivery by commercial carrier, should be delivered to: Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

Facsimile offers (if authorized; see "Addendum" to 52.212-1(b)) or offer modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302 or 9303

3. Block 17a: Offeror's assigned CAGE code: 6U009 and DUNS Number: 022589691. (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.)

ITEMS TO BE PROCURED: Milk & Dairy Products

REQUIREMENTS FOR:

MILK AND MILK PRODUCTS:

GROUP I: Aberdeen Proving Ground, MD; Edgewood Arsenal, MD (Troop Issue)

GROUP II: Ft. Ritchie, MD; Ft. Detrick, MD; Site "R", Adams County, PA (Troop Issue)

GROUP III: US Naval Support Facility, Thurmont, MD (Dining Hall)

GROUP IV: Dover AFB, DE (Dining Facility, Flight Kitchen & Child Development Center)

GROUP V: US Soldiers & Airmens Home, Washington DC

GROUP VI: National Institutes of Health, Bethesda MD

ICE CREAM PRODUCTS:

GROUP VII: National Institutes of Health, Bethesda, MD

GROUP VIII: Andrews AFB, MD & Bolling AFB, DC (Dining Facilities)

GROUP IX: Dover AFB, DE (Dining Facility)

GROUP X: US Soldiers & Airmens Home, Washington DC

BASE ORDERING PERIOD: 2 April 2001 – 30 March 2002

BASE DELIVERY PERIOD: 4 April 2001 – 1 April 2002

OPTION ORDERING PERIOD: 3 April 2002 – 31 March 2003

OPTION DELIVERY PERIOD: 5 April 2002 – 02 April 2003

This entire acquisition is unrestricted. The Troop Issue portions are unrestricted with evaluation preference for Small Disadvantaged Business Concerns.

MINIMUM/MAXIMUM QUANTITIES: See: Clause 52.216-22 Indefinite Quantity

MINIMUM/MAXIMUM QUANTITIES: See: Clause 52.216-22 Indefinite Quantity

The contract minimum amount to be ordered under any contract(s) is 25% of the total estimated contract dollar amount for the base year, and 25% of the total estimated contract dollar amount for the option period.

The maximum amount which can be ordered under the contract(s) is 25% over the estimated contract dollar amount for the base year, and 25% of the total estimated contract dollar amount for the option period.

The quantities shown in "Section B" represent the quantities estimated to be ordered over the base year delivery period. Offers will be evaluated based on the estimated quantities. The option quantities are the same as the base year quantities.

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

NOTE: PLEASE INCLUDE A COPY OF YOUR WHOLESALE PRICE LIST ALONG WITH YOUR OFFER.

SECTION "B" SCHEDULE OF SUPPLIES/SERVICES

GROUP I: ABERDEEN PROVING GROUND, MD (TROOP ISSUE) (Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
1.	MILK, WHOLE 8910-01-E11-0536 GALLON Vendor item no: <u>2</u>	500	GL	<u>2.15</u>	<u>1075.00</u>
2.	MILK, LOWFAT (1%) 8910-01-E11-0539 HALF PINT Vendor item no: <u>148</u>	22,000	1/2 PT	<u>.14</u>	<u>3080.00</u>
3.	8910-01-E11-2161 GALLON Vendor item no: <u>142</u>	17,000	GL	<u>2.10</u>	<u>35,700.00</u>
4.	MILK, REDUCED FAT (2%) 8910-01-E11-0543 BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>11.35</u> Vendor item no: <u>121</u>	3,250	GL	<u>2.27</u>	<u>7377.50</u>
5.	MILK, SKIM (NONFAT) 8910-01-E11-0550 HALF PINT Vendor item no: <u>207</u>	100	1/2 PT	<u>.13</u>	<u>13.00</u>
6.	8910-01-E11-3393 BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>10.25</u> Vendor item no: <u>221</u>	11,500	GL	<u>2.05</u>	<u>23575.00</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	MILK, CHOCOLATE FLAVORED, LOWFAT (1%)				
7.	8910-01-E11-2184 HALF PINT Vendor item no: <u>408</u>	11,000	1/2 PT	<u>.14</u>	<u>1540.00</u>
	8910-01-E11-2644				
8.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>11.40</u> Vendor item no: <u>421</u>	11,000	GL	<u>2.28</u>	<u>25080.00</u>
	EGGNOG (IN SEASON)				
9.	8910-01-E11-0587 HALF GALLON Vendor item no: <u>523</u>	300	1/2 GL	<u>1.70</u>	<u>510.00</u>
	SOUR CREAM, CULTURED OR ACIDIFIED				
10.	8910-01-E11-3404 5 LB CONTAINER Vendor item no: <u>602</u>	420	CO	<u>4.80</u>	<u>2016.00</u>
	COTTAGE CHEESE, CREAMED, REGULAR, SMALL OR LARGE CURD				
11.	8910-01-E11-3402 5 LB CONTAINER Vendor item no: <u>612</u>	1,800	CO	<u>5.85</u>	<u>10530.00</u>
	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS				
12.	8910-01-E11-4046 HALF PINT 650 1/2 PT YGT ASSORTED nos: _____ 651 1/2 PT YGT BLUEBERR _____ 652 1/2 PT YGT CHERRY _____ 655 1/2 PT YGT PEACH _____ 656 1/2 PT YGT PINEAPPL _____ 657 1/2 PT YGT PLAIN _____ 658 1/2 PT YGT RASPBERR _____ 659 1/2 PT YGT STRAWBRY _____	40,100	1/2 PT	<u>.39</u>	<u>15639.00</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	FRUIT PUNCH, CHILLED 8960-01-E11-1498				
13.	PINT Vendor item no: <u>835</u>	300	PT	<u>.19</u>	<u>57.00</u>
	ORANGE DRINK, CHILLED 8960-01-E11-1498				
14.	PINT Vendor item no: <u>815</u>	300	PT	<u>.19</u>	<u>57.00</u>
<u>ESTIMATED TOTAL</u>					
<u>GROUP I:</u>					<u>126,249.50</u>

Vendor fax no. where STORES orders are to be placed: 301=695-0431
 POC and telephone no. for STORES orders: 301-663-5114

GROUP I GOVERNMENT QUALIFICATION: All items to be awarded in Group I will be awarded to one offeror.

GROUP I OFFEROR QUALIFICATION: _____

**GROUP II: FT. DETRICK, MD; SITE R, ADAMS COUNTY, PA (Troop Issue) --
(Unrestricted)**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
15.	MILK, WHOLE 8910-01-E11-0532 HALF PINT Vendor item no: <u>8</u>	12,100	1/2 PT	<u>.15</u>	<u>1815.00</u>
16.	MILK, LOWFAT (1%) 8910-01-E11-2161 BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>10.80</u> Vendor item no: <u>141</u>	380	GL	<u>2.16</u>	<u>820.80</u>
17.	MILK, REDUCED FAT (2%) 8910-01-E11-0546 HALF PINT Vendor item no: <u>108</u>	2,200	1/2 PT	<u>.14</u>	<u>308.00</u>
18.	MILK, SKIM (NONFAT) 8910-01-E11-0550 HALF PINT Vendor item no: <u>207</u>	12,100	1/2 PT	<u>.13</u>	<u>1573.00</u>
19.	MILK, CHOCOLATE, WHOLE 8910-01-E11-0564 HALF PINT Vendor item no: <u>307</u>	13,500	1/2 PT	<u>.16</u>	<u>2160.00</u>
20.	MILK, CHOCOLATE FLAVORED, LOWFAT (1%) 8910-01-E11-2644 BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>11.40</u> Vendor item no: <u>421</u>	100	GL	<u>2.28</u>	<u>228.00</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	SOUR CREAM, CULTURED OR ACIDIFIED				
	8910-01-E11-0610		1/2		
21.	HALF PINT Vendor item no: <u>607</u>	250	PT	<u>.46</u>	<u>115.00</u>
	COTTAGE CHEESE, CREAMED, REGULAR, SMALL OR LARGE CURD				
	8910-01-E11-3402				
22.	5 LB CONTAINER Vendor item no: <u>612</u>	50	CO	<u>5.85</u>	<u>292.50</u>
	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS				
	8910-01-E11-4046		1/2		
637	23 5 LB YGT PLAIN 655	2,100	PT	<u>.39</u>	<u>819.00</u>
639	5 LB YGT STRAWBERRY 656				
650	1/2 PT YGT ASSORTED 657				
651	1/2 PT YGT BLUEBERR 658				
652	1/2 PT YGT CHERRY 659				
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, VANILLA				
	8910-01-E11-1600		1/2		
24.	HALF GALLON Vendor item no: <u>962</u>	400	GL	<u>1.90</u>	<u>760.00</u>
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, CHOCOLATE				
	8910-01-E11-1601		1/2		
25.	HALF GALLON Vendor item no: <u>963</u>	200	GL	<u>1.90</u>	<u>380.00</u>

ESTIMATED TOTAL

GROUP II: 9271.30

Vendor fax no. where STORES orders are to be placed: 301-695-0431
POC and telephone no. for STORES orders: Cheryl Cowan 301-663-5114

GROUP II GOVERNMENT QUALIFICATION: All items to be awarded in Group I will be awarded to one offeror.

GROUP II OFFEROR QUALIFICATION: _____

Following are special delivery instructions for Site R in Adams County, PA under Group II of the solicitation. Ms. Lisa Clabaugh at Ft. Detrick, MD or her designee, is hereby authorized to act on behalf of the Contracting Officer in matters relating to the special security necessary for food deliveries at Site R.

SPECIAL DELIVERY INSTRUCTIONS FOR SITE R (SECURE AREA)

Delivery vehicles must be diesel – no higher than 11'3".

The following information must be submitted by the awardee to fax number 301-619-3445, attn Lisa Clabaugh:

- 1) Names of no more than 5 drivers along with their Date of Birth, Birthplace, and Social Security Number.
- 2) Information for a primary and alternative vehicle which includes:
 - (a) Year, Make & Model
 - (b) License Plate Number
 - (c) State & Owner of vehicle

GROUP III: U.S. NAVAL SUPPORT FACILITY, THURMONT, MD (Troop Issue)
(Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	MILK, LOWFAT (1%) 8910-01-E11-2161				
26.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>10.80</u> Vendor item no: <u>21</u>	2,340	GL	<u>2.16</u>	<u>5054.40</u>
	MILK, SKIM (NONFAT) 8910-01-E11-3393				
27.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>10.25</u> Vendor item no: <u>221</u>	1,500	GL	<u>2.05</u>	<u>3075.00</u>
	MILK, CHOCOLATE FLAVORED, LOWFAT (1%) 8910-01-E11-2644				
28.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>11.40</u> Vendor item no: <u>421</u>	1,100	GL	<u>2.28</u>	<u>2508.00</u>
	EGGNOG (IN SEASON) 8910-01-E11-0587				
29.	HALF GALLON Vendor item no: <u>523</u>	20	GL	<u>1.70</u>	<u>34.00</u>
	BUTTERMILK, ACIDIFIED OR CULTURED 8910-01-E11-0573				
29A	QUART Vendor item no: <u>234</u>	25	QT	<u>.65</u>	<u>16.25</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	SOUR CREAM, CULTURED OR ACIDIFIED				
	8910-01-E11-1700				
30.	PINT Vendor item no: <u>605</u>	350	PT	<u>.91</u>	<u>318.50</u>
	COTTAGE CHEESE, LOWFAT, SMALL OR LARGE CURD				
	8910-01-E11-2612				
31.	5 LB CONTAINER Vendor item no: <u>612</u>	250	CO	<u>5.85</u>	<u>1462.50</u>
	YOGURT, CHILLED, LOWFAT, PLAIN				
	8910-01-E11-1762				
32.	HALF PINT Vendor item no: <u>657</u>	150	1/2 PT	<u>.39</u>	<u>58.50</u>
	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS				
	8910-01-E11-4046				
33.655	1/2 PT YGT PEACH 637 5 LB YGT PLAIN	3,300	1/2 PT	<u>.39</u>	<u>1287.00</u>
656	1/2 PT YGT PINEAPPL639 5 LB YGT STRAWBERRY				
657	1/2 PT YGT PLAIN 650 1/2 PT YGT ASSORTED				
658	1/2 PT YGT RASPBERR 651 1/2 PT YGT BLUEBERR				
659	1/2 PT YGT STRAWBR652 1/2 PT YGT CHERRY				
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, VANILLA				
	8910-01-E11-1600				
34.	HALF GALLON Vendor item no: <u>962</u>	800	1/2 GL	<u>1.90</u>	<u>1520.00</u>
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, CHOCOLATE				
	8910-01-E11-1601				
35.	HALF GALLON Vendor item no: <u>963</u>	775	1/2 GL	<u>1.90</u>	<u>1472.50</u>

ESTIMATED TOTAL

GROUP III: 16806.65

Vendor fax no. where STORES orders are to be placed: 301-695-0431

POC and telephone no. for STORES orders: Cheryl Cowan 301-663-5114

GROUP III GOVERNMENT QUALIFICATION: All items to be awarded in Group III will be awarded to one offeror.

GROUP III OFFEROR QUALIFICATION:

GROUP IV: DOVER AFB, DE (Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
	MILK, WHOLE				
	8910-01-E11-0536				
36.	GALLON Vendor item no: <u>2</u>	1,900	GL	<u>2.15</u>	<u>4085.00</u>
	MILK, REDUCED FAT (2%)				
	8910-01-E11-0543				
37.	GALLON Vendor item no: <u>102</u>	2,800	GL	<u>2.13</u>	<u>5964.00</u>
	MILK, LOWFAT (1%)				
	8910-01-E11-0539				
38.	HALF PINT Vendor item no: <u>148</u>	48,000	1/2 PT	<u>.14</u>	<u>6720.00</u>
	8910-01-E11-2161				
39.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>10.80</u> Vendor item no: <u>141</u>	3,700	GL	<u>2.16</u>	<u>7992.00</u>
	MILK, SKIM (NONFAT)				
	8910-01-E11-0550				
40.	HALF PINT Vendor item no: <u>207</u>	20,500	1/2 PT	<u>.13</u>	<u>2665.00</u>
	MILK, CHOCOLATE FLAVORED, LOWFAT (1%)				
	8910-01-E11-2184				
41.	HALF PINT <u>408</u>	23,700	1/2 PT	<u>.14</u>	<u>3318.00</u>
	8910-01-E11-2644				
42.	BULK 5 GALLON BAG IN BOX CONTAINER Specify price per pkg: <u>11.40</u> Vendor item no: <u>421</u>	1,500	GL	<u>2.28</u>	<u>3420.00</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u> (Base year)	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal)	<u>AMOUNT</u>
EGGNOG (IN SEASON)					
8910-01-E11-0586					
43.	QUART Vendor item no: <u>524</u>	100	QT	<u>.85</u>	<u>85.00</u>
SOUR CREAM, CULTURED OR ACIDIFIED					
8910-01-E11-3404					
44.	5 LB CONTAINER Vendor item no: <u>602</u>	230	CO	<u>4.80</u>	<u>1104.00</u>
COTTAGE CHEESE, LOWFAT, SMALL OR LARGE CURD					
8910-01-E11-2612					
45.	5 LB CONTAINER Vendor item no: <u>619</u>	700	CO	<u>5.85</u>	<u>4095.00</u>
YOGURT, CHILLED, LOWFAT, PLAIN					
8910-01-E11-4969					
46.	HALF PINT Vendor item no: <u>657</u>	25	1/2 PT	<u>.39</u>	<u>9.75</u>
YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS					
8910-01-E11-4046					
47.	HALF PINT	19,400	1/2 PT	<u>.39</u>	<u>7566.00</u>
655	1/2 PT YGT PEACH 637		5 LB YGT PLAIN'S:		
656	1/2 PT YGT PINEAPPL 639		5 LB YGT STRAWBERRY		
657	1/2 PT YGT PLAIN 650		1/2 PT YGT ASSORTED		
658	1/2 PT YGT RASPBERR 651		1/2 PT YGT BLUEBERR		
659	1/2 PT YGT STRAWBRY 652		1/2 PT YGT CHERRY		
<u>ESTIMATED TOTAL</u>					
<u>GROUP IV:</u>					<u>47,023.75</u>

Vendor fax no. where STORES orders are to be placed: 301-695-0431
 POC and telephone no. for STORES orders: Cheryl Cowan 301-663-5114

GROUP IV GOVERNMENT QUALIFICATION: All items to be awarded in Group IV will be awarded to one offeror.

GROUP IV OFFEROR QUALIFICATION:

GROUP V: US Soldiers & Airmens Home, Washington DC (Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
MILK, WHOLE					
48.	HALF PINT	30,100	1/2 PT	<u>.15</u>	<u>4515.00</u>
49.	BULK 5 GALLON BAG IN BOX CONTAINER	8,500	GL	<u>2.42</u>	<u>20570.00</u>
	Price per container:	<u>12.10</u>			
MILK, REDUCED FAT (2%)					
50.	HALF PINT	24,200	1/2 PT	<u>.14</u>	<u>3388.00</u>
51.	BULK 5 GALLON BAG IN BOX CONTAINER	24,000	GL	<u>2.27</u>	<u>54480.00</u>
	Price per container:	<u>11.35</u>			
MILK, SKIM (NONFAT)					
52.	HALF PINT	17,000	1/2 PT	<u>.13</u>	<u>2210.00</u>
53.	BULK 5 GALLON BAG IN BOX CONTAINER	25,000	GL	<u>2.05</u>	<u>51250.00</u>
	Price per pkg:	<u>10.25</u>			
MILK, CHOCOLATE, WHOLE					
54.	HALF PINT	1,700	1/2 PT	<u>.16</u>	<u>272.00</u>
55.	BULK 5 GALLON BAG IN BOX CONTAINER	1,000	GL	<u>2.50</u>	<u>2500.00</u>
	Price per pkg:	<u>12.50</u>			

**GROUP VI: MILK PRODUCTS FOR NATIONAL INSTITUTES OF HEALTH,
BETHESDA MD (UNRESTRICTED)**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
WHOLE MILK					
62.	HALF PINT	40,000	1/2 PT	<u>.15</u>	<u>6000.00</u>
63.	QUART	380	QT	<u>.58</u>	<u>220.40</u>
MILK, REDUCED FAT (2%)					
64.	HALF PINT	59,000	1/2 PT	<u>.14</u>	<u>8260.00</u>
MILK, SKIM (NONFAT)					
65.	HALF PINT	36,000	1/2 PT	<u>.13</u>	<u>4680.00</u>
66.	QUART	100	QT	<u>.48</u>	<u>48.00</u>
MILK, SKIM (NONFAT), 100% LACTOSE FREE					
67.	HALF PINT	2,100	1/2 PT	<u>NB</u>	<u>NB</u>
MILK, CHOCOLATE, REDUCED FAT (2%)					
68.	HALF PINT	18,000	1/2 PT	<u>.14</u>	<u>2520.00</u>
CREAM, FRESH, LIGHT WHIPPING OR CREAM, ULTRA-PASTEURIZED					
69.	HALF PINT	24	1/2 PT	<u>.88</u>	<u>21.12</u>

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	HALF AND HALF, <u>FRESH OR</u> ULTRA-PASTEURIZED				
70.	QUART	24	QT	<u>.90</u>	<u>21.60</u>
	BUTTERMILK, CULTURED OR ACIDIFIED, SKIM (NONFAT)				
71.	HALF PINT	290	1/2 PT	<u>.15</u>	<u>43.50</u>
	COTTAGE CHEESE, LOWFAT, SMALL OR LARGE CURD				
72.	5 LB CONTAINER	160	CO	<u>5.85</u>	<u>936.00</u>
	YOGURT, CHILLED, PLAIN, LOWFAT				
73.	HALF PINT	720	1/2 PT	<u>.39</u>	<u>280.80</u>
	YOGURT, CHILLED, LOWFAT, VANILLA AND LEMON FLAVORS (NO SOLIDS)				
74.	HALF PINT	4,000	1/2 PT	<u>NB</u>	<u>NB</u>
	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS WITH FRUIT (FLAVORS TO INCLUDE AT LEAST 2 OF THESE 3: BLUEBERRY, PEACH, STRAWBERRY)				
75.	HALF PINT	8,800	1/2 PT	<u>.39</u>	<u>3432.00</u>
637	5 LB YGT PLAIN 655		1/2 PT YGT PEACH		
639	5 LB YGT STRAWBERRY 656		1/2 PT YGT PINEAPPL		
650	1/2 PT YGT ASSORTED 657		1/2 PT YGT PLAIN		
651	1/2 PT YGT BLUEBERR 658		1/2 PT YGT RASPBERR		
652	1/2 PT YGT CHERRY 659		1/2 PT YGT STRAWBRY		

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	YOGURT, CHILLED, NONFAT, STRAWBERRY & PEACH FLAVORS, SWEETENED WITH <u>ASPARTAME</u>				
76.	6 OZ CONTAINER	2,400	CO	NB	NB

ESTIMATED TOTAL
GROUP VI: 26,463.42

Telephone/FAX number where orders are to be placed: 301-695-0431

GROUP VI GOVERNMENT QUALIFICATION: All items to be awarded will be awarded to one offeror.

GROUP VI OFFEROR QUALIFICATION:

**GROUP VII: ICE CREAM PRODUCTS FOR NATIONAL INSTITUTES OF HEALTH,
BETHESDA MD (UNRESTRICTED)**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ICE CREAM, VANILLA (10% MF MIN)				
77.	4 OZ CUP (DOZEN)	900	DZ	NB _____	NB _____
	ICE CREAM, CHOCOLATE, FRUIT, NUTS OR OTHER BULKY FLAVORS (8% MF MIN.)				
78.	4 OZ CUP (DOZEN)	800	DZ	NB _____	NB _____
	VANILLA ICE CREAM (12% MF MIN.)				
79.	HALF GALLON	600	1/2 GL	NB _____	NB _____
	FRUIT FLAVORED ICE (MUST INCLUDE CHERRY & LEMON FLAVORS)				
80.	6 OZ CUP (DOZEN)	800	DZ	NB _____	NB _____
	NOVELTIES, MIN. 2 1/2 FL. OZ.				
81.	ICE BAR POPSICLE	75	DZ	NB _____	NB _____
	YOGURT, FROZEN, ASSORTED FLAVORS				
82.	4 OZ CUP (DOZEN)	240	DZ	NB _____	NB _____

ESTIMATED TOTAL
GROUP VII:

NB

Telephone/fax no. where orders are to be placed: _____

GROUP VII GOVERNMENT QUALIFICATION: All items to be awarded will be awarded to one offeror.

GROUP VII OFFEROR QUALIFICATION: _____

SECTION "B" SCHEDULE OF SUPPLIES/SERVICES

GROUP VIII: ANDREWS AFB, MD & BOLLING AFB, DC (Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ICE CREAM, REGULAR, VANILLA, 10% MF MIN.				
	8910-01-E11-4268				
83.	4 FL. OZ. CUP PLASTIC/FIBER Vendor item no: _____ Vendor unit of issue: _____	350	DZ	NB	NB
	NOVELTIES, MIN 2 1/2 FL OZ				
	8910-01-E11-1620				
84.	ICE BAR POPSICLE Vendor item no: _____ Vendor unit of issue: _____	120	DZ	NB	NB
	8910-01-E11-4267				
85.	FROZEN FUDGE BAR Vendor item no: _____ Vendor unit of issue: _____	100	DZ	NB	NB
	8910-01-E11-1589				
86.	ICE CREAM SANDWICH Vendor item no: _____ Vendor unit of issue: _____	325	DZ	NB	NB
	8910-01-E11-2132				
87.	ICE CREAM CONE, VANILLA Vendor item no: _____ Vendor unit of issue: _____	120	DZ	NB	NB

ESTIMATED TOTAL
GROUP I: _____ NB _____

Vendor fax no. where STORES orders are to be placed: _____
 POC and telephone no. for STORES orders: _____

GROUP VIII GOVERNMENT QUALIFICATION: All items to be awarded in Group I will be awarded to one offeror.

GROUP VIII OFFEROR QUALIFICATION: _____

GROUP IX: DOVER AFB, DE (Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
88.	ICE CREAM, REGULAR, VANILLA, 10% MF MIN. 8910-01-E11-4268 4 FL. OZ. CUP PLASTIC/FIBER Vendor item no: _____ Vendor unit of issue: _____	700	DZ	NB	NB
89.	NOVELTIES, MIN 2 1/2 FL OZ 8910-01-E11-3400 COATED ICE CREAM BAR Vendor item no: _____ Vendor unit of issue: _____	1,900	DZ	NB	NB
90.	8910-01-E11-1589 ICE CREAM SANDWICH Vendor item no: _____ Vendor unit of issue: _____	300	DZ	NB	NB
91.	8910-01-E11-4371 ICE CREAM CONE WITH NUTS Vendor item no: _____ Vendor unit of issue: _____	1,200	DZ	NB	NB

ESTIMATED TOTAL
GROUP IX: M NB

Vendor fax no. where STORES orders are to be placed: _____

POC and telephone no. for STORES orders: _____

GROUP IX GOVERNMENT QUALIFICATION: All items to be awarded in Group III will be awarded to one offeror.

GROUP IX OFFEROR QUALIFICATION: _____

GROUP X: U.S. SOLDIERS & AIRMENS HOME, WASHINGTON, D.C.
(Unrestricted)

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ICE CREAM, REGULAR, VANILLA, 10% MF MIN.				
92.	4 FL. OZ. CUP PLASTIC/FIBER Specify item code: _____	11,000	DZ	<u>NB</u>	<u>NB</u>
	ICE CREAM, REGULAR, CHOCOLATE, FRUIT, NUTS, OR OTHER BULKY FLAVORS, 8% MF MIN.				
93.	4 FL. OZ. CUP PLASTIC/FIBER Specify flavors & item codes: _____ _____	17,000	DZ	<u>NB</u>	<u>NB</u>
	SHERBET, REGULAR, ASSORTED FLAVORS (INCLUDING LEMON, ORANGE, RASPBERRY)				
94.	4 FL. OZ. CUP PLASTIC/FIBER	12,500	DZ	<u>NB</u>	<u>NB</u>
	YOGURT MIX, NONFAT, FOR SOFT SERVE DISPENSER				
95.	HALF GALLON PLASTIC/FIBER	250	1/2 GL	<u>NB</u>	<u>NB</u>

ESTIMATED TOTAL

GROUP X: _____ NB _____

Telephone/fax no. where orders are to be placed: _____

GROUP X GOVERNMENT QUALIFICATION: All items to be awarded in Group I will be awarded to one offeror.

GROUP X OFFEROR QUALIFICATION: _____

SECTION "F" - DELIVERY SCHEDULE

NOTE: FOR ALL DELIVERY LOCATIONS, DELIVERIES ARE NOT REQUIRED ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

GROUP I: ABERDEEN PROVING GROUND, MD (MILK)

DELIVERY LOCATION:	TIME:	FREQUENCY:
1) Dining Facility Bldg. 4219 AA	6 AM - 10:30 AM	5 days/week between Mon - Sat
2) Dining Facility Bldg. 4503 AA Susquehanna Road	Same as above	Same as above
3) Dining Facility Bldg. 4225 EA Susquehanna Road	Same as above	Same as above
4) Troop Issue Warehouse Bldg. 3660 AA Gadsden Road (Ticket/invoice dropoff point)	Same as above	Same as above
5) Child Care Center Bldg. 2485 AA	Same as above	1 day/week between Mon - Sat
6) Child Care Center Bldg. 1901 EA	Same as above	2 -3 days/week between Mon-Sat

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

GROUP II: FT. DETRICK, MD & SITE R, ADAMS CO., PA

DELIVERY LOCATION:	TIME:	FREQUENCY
1) Bldg. 1430 Ft. Detrick, MD	6 AM - 9 AM	3 days per week: Mon/Wed/Fri
2) Site R* Adams Co., PA	Same as above	Same as above

*See pages for security requirements for Site R.

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

GROUP III: NSF THURMONT, MD

DELIVERY LOCATION:	TIME:	FREQUENCY
Naval Support Facility 14900 Park Central Road Thurmont, MD 21788 (Deliver to Main Gate & inform guard of delivery)	By 9 AM	3 days per week: Mon/Wed/Fri

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

GROUP IV: DOVER AFB, DE

DELIVERY LOCATION:	TIME:	FREQUENCY
1) Patterson Dining Facility Bldg. 403 9th Street Dover AFB, DE	Before 11 am	3 days per week, Tue, Thu, Sat
2) Flight Kitchen Bldg. 503 10th Street Dover AFB, DE	Same as above	Same as above
3) Child Development Center Bldg. 212 Chad Street Dover AFB, DE	Same as above	Same as above

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

GROUPS V & X: US SOLDIERS & AIRMENS HOME (MILK & ICE CREAM)

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY:</u>
1) 3700 North Capital St. NW Bldg. 80 Washington, DC 20317-0001	6 AM - 9:30 AM	Once per week, Thu.
2) 3700 North Capital St. NW Bldg. 57 Washington, DC 20317-0001	Same as above	Same as above

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

US Soldiers & Airmens Home
RMD Accounts Receivable
P.O. Box 1187
Washington, DC 20317-0001

Point of contact: Gloria Tymus
202-722-3021

GROUPS VI - VII: NATIONAL INSTITUTES OF HEALTH (MILK & ICE CREAM)

<u>DELIVERY LOCATION:</u>	<u>TIME:</u>	<u>FREQUENCY:</u>
NIH Bldg. 10, Rm BLS-200 9000 Rockville Pike Bethesda, MD 20878	6 AM – 10 AM	2 - 3 days per week

INVOICES ARE TO BE MAILED TO:

Nutrition Dept.
Attn: Janice Rary
Bldg. 10, Room BLS-234
9000 Rockville Pike
Bethesda, MD 20892

PAYMENT WILL BE MADE BY:

Accounts Payable
Bldg. 31, Room BLB-39
NIH
9000 Rockville Pike
Bethesda, MD 20892

GROUP VIII: ANDREWS AFB & BOLLING AFB (ICE CREAM)

DELIVERY LOCATION:	TIME:	FREQUENCY:
1) Liberty Hall 3763 Nevada Ave. Andrews AFB, MD 20762	Before 11 AM	Two days per week, Tue - Sat
2) Freedom Hall Bldg. 1628 Brookley Andrews AFB, MD 20762	Same as above	Same as above
3) Falcon Feast Bldg. 1301 211 Brookley Bolling AFB, D.C. 20332	Same as above	Same as above

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

GROUP IX: DOVER AFB, DE (ICE CREAM)

DELIVERY LOCATION:	TIME:	FREQUENCY:
Patterson Dining Facility Bldg. 403 9 th Street Dover AFB, DE 19902	Before 11 AM	Once per week, Thu

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

Defense Finance & Accounting Service
P.O. Box 182317
Attn: DFAS-CO-SES
Columbus, OH 43218-6266

All orders will be transmitted via STORES (Subsistence Total Order and Receipt Electronic System) except for the following customers: US Soldiers & Airmens Home (Groups V & X) and National Institutes of Health (Groups VI – VII). These two customers will manually fax or call in their orders.

Page 37 is provided as a sample of a STORES order. The information cited in **1** through **5** on the sample are the elements necessary on every vendor invoice for prompt payment by DFAS Columbus, OH.

For all STORES customers, a separate invoice for each delivery point, each day is required due to the specific information that is required to be included on each. These elements must be contained on every invoice submitted for payment by the vendor for all STORES orders:

1. **CONTRACT NUMBER** – i.e. SP0300-00-D-V222 (on attached sample). This number will remain constant through the life of the contract. Note: the contract number will be different from the solicitation number (SP0300-01-R-4011). Do not use the solicitation number.
2. **CALL NUMBER** – i.e. 274B. This is the Julian date of the purchase order plus the alpha character identifying the particular customer. This number will change with every order.
3. **LEAD CLIN NO.** – i.e. 308. This is the line item number on the purchase order. This number will change with every order.
4. **PURCHASE ORDER NUMBER** – i.e. M1115092743186. This number will change with every order.
5. **REQUIRED DELIVERY DATE (RDD)** – i.e. 10/4/99. This date will change with every order.

Please note that the sample attached is for information purposes only. Each STORES order will contain similar information. Contractor is responsible for extracting the correct information from the STORES order for use on each invoice.

DSCP will not take responsibility for any invoice submitted to DFAS for payment without this information.

Report Date: 10/18/199

Control Number: 27405101860044

Call Number: 274B Control Number Total: \$ 5,790.19

Current Receipt Status: SENT

Required Delivery Date: 10/4/1999

Date Order Created: 10/1/1999

Date Order Sent: 10/1/1999

Date Receipt Sent: 10/18/1999

6852

Control Number: 27405101860044

Purchase Order Number: M1115092743186

Facility Name: BASE FOOD SERVICE #3

Local Order Number: 27405101860044

Contract Number: SP030099DV222

Vendor Name:

2

5

3

Document Number	Stock Number	DSCP	Vendor Part Number	Vendor Qty	Vendor Qty Ordered	Vendor Qty Received	DSCP Qty	DSCP Qty Ordered	DSCP Qty Received	Ratio	Unit Price	Extended Price	Item Description
308	M933409274234P	896001E111699	3687	96	96	96	96	96	96	1.000	\$		DRINK, FRUIT PUNCH, 10 OZ CO
309	M933409274235P	896001E111676	3677	96	96	96	96	96	96	1.000	\$		DRINK, GRAPE, 10 OZ CO
310	M933409274236P	891001E111601	3227	12	12	12	12	12	12	1.000	\$		ICE CREAM MDX, CHOC, 1/2 GAL CO, FOR SOFT SERVE DISPENSER
311	M933409274237P	891001E111600	3221	12	12	12	12	12	12	1.000	\$		ICE CREAM MIX, VANILLA, 1/2 GAL CO, FOR SOFT SERVE DISPENSER
312	M933409274238P	891001E112170	1311	8	8	8	8	8	8	1.000	\$		MILK, 1%, 6 GAL BIB
313	M933409274239P	891001E113401	1437	2	2	2	2	2	2	1.000	\$		MILK, CHOC, 2%, 6 GAL BIB
314	M933409274240P	891001E113404	2161	2	2	2	2	2	2	1.000	\$		SOUR CREAM, 5 LB CO
325	M933409274241P	891001E110622	2044	6	6	6	6	6	30	5.000	\$		CHEESE, COTTAGE, 5 LB CO, LF

Receipt Total

\$221.42

- SAMPLE -

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.

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

(d) Product Samples.

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

(e) Multiple Offers.

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

52.212-1 (continued)

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

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

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

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

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

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

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

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

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

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

52.212-1 (continued)**(g) Contract Award** (not applicable to Invitation for Bids).

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

(h) Multiple Awards.

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

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

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

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

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

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

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

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

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

- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

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

(Applies to offers exceeding \$25,000.)

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

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL

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

1. Paragraph (b), Submission of Offers.

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

- Faxed offers are NOT authorized for this solicitation.
 Faxed offers are authorized for this solicitation.

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

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

- Period of acceptance is 60 days.

3. Paragraph (e), Multiple Offers.

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h), Multiple Awards.

- The Government intends to make one award. *PER GROUP.*
 Offers may be submitted for quantities less than those specified.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2001) ALTERNATE I (OCT 2008) ALTERNATE III (OCT 2000)

(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.

"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 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. 6109, 31 U.S.C. 7701).

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

52.212-3 (continued)

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: 52-0813538

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.

(4) Small Disadvantaged Business Concern.

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

52.212-3 (continued)

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):

Number of Employees

50 or fewer

51 - 100

101 - 250

251 - 500

Average Annual Gross Revenues

\$1 million or less

\$1,000,001 - \$2 million

\$2,000,001 - \$3.5 million

\$3,500,001 - \$5 million

52.212-3 (continued)

___ 501 - 750
 ___ 751 - 1,000
 ___ Over 1,000

___ \$5,000,001 - \$10 million
 ___ \$10,000,001-\$17 million
 ___ 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)(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: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) 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

52-212-3 (continued)

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.

(11) 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)(11)(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 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.

52.212-3 (continued)

(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).

(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--

→ (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;

→ (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;

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

→ (4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

ATTACHMENT TO S2212-3

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) DFARS

(a) *Definitions.*

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

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Qualifying Country End Products

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

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

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

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

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

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

52.212-4 (continued)

- (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.

52.212-4 (continued)**(l) Termination for the Government's Convenience.**

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

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

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 (AUG 2000) (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) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (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) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- (12) **52.222-26**, Equal Opportunity (E.O. 11246).
- (13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

52.212-5 (continued)

- ___ (14) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
 - ___ (15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - ___ (16)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ___ (16)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (17) through (19) are not applicable and have been deleted.*
- ___ (20) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - ___ (21) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
 - ✓ (22) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
 - ✓ (23) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 - ___ (24) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 - ___ (25) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
 - ___ (26) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
 - ___ (27)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
 - ___ (27)(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.).
- ___ (6) **52.222-50**, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.*

52.212-5 (continued)

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**, 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);
- (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.

ADDENDUM

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

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

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

**52.252-1 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>.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2009) 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 Payments Program 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- 252.225-7012** Preference for Certain Domestic Commodities.
- 252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021** Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002** Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023** 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).

(b) 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 (Federal Acquisition Regulation 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 (10U.S.C. 2241 note).
- 252.247-7023** Transportation of Supplies by Sea (10U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (10U.S.C. 2631).

ADDENDUM

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

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
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.ccr2000.com>.

ADDENDUM (continued)

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.procregs.hq.dla.mil/icps.htm>.

52.204-9P01 SUBMISSION OF INFORMATION REGARDING ELECTRONIC DATA INTERCHANGE (EDI) (MAR 1994) DSCP

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation. Our goal is to utilize EDI to the maximum extent possible and to possess the capability to receive invoices and transmit payments electronically in addition to sending contracts and/or orders.

(c) EDI capability is not a requirement for award under this solicitation. Any data submitted in paragraph (d) below is for information purposes only and will be considered confidential. At this time, we are asking that you provide information to help us in our implementation consistent with industry efforts and capabilities in this area.

(d) Please provide the information requested below. If more space is needed, you may use a blank sheet of paper identified with your firm's name, the solicitation number and the provision number (52.204-9P01) and item numbers:

→ (1) Identify the standard used/to be used by your firm:

- ASC X12 Standard
- UCS Standard
- Other (Briefly describe): _____

→ (2) Indicate the type of EDI capability your firm currently possesses or plans to possess within the next 12 months:

- Receive requests for quotes.
- Send offers.
- Receive orders.
- Receive functional acknowledgements.
- Send functional acknowledgements.
- Send ship notices.
- Send invoices.
- Electronic funds transfer (EFT).
- Other (Briefly describe): _____

→ (3) List any restrictions on government ordering you would need to impose:

- Number of orders per contract: _____
- Minimum quantity per order: _____
- Maximum quantity per order: _____
- No. of ordering activities: _____
- No. of destinations: _____
- Other (Briefly describe): _____

→ (4) Offeror's system point of contact for EDI:

Name: Cheryl Cowan / CLYDE Fauchett
 Title: Office Mgr. Controller
 Telephone Number: 301 663-5114

→ (e) If you have previously furnished this information to DSCP under a separate solicitation, insert the solicitation number below and leave the above paragraphs blank. If you are updating a previous submission, insert the solicitation number of the previous submission below and complete the applicable paragraphs.

Solicitation Number: _____

**52.204-9P02 INFORMATION RELATING TO ELECTRONIC DATA INTERCHANGE (EDI)
(MAR 1994) DSCP**

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation in addition to receiving invoices and transmitting payments electronically. Our goal is to utilize EDI to the maximum extent possible.

(c) EDI capability is not a requirement for award under this solicitation. Those offerors who can begin to use EDI should do so at this time. For those offerors who cannot, the mailing of hard copy documents will continue. This is being permitted since this is a transition period between the current methods and the full implementation of EDI technology and procedures. However, even though the current hard copy procedures will be permitted, it is the intent of the government that eventually all transactions will be via EDI.

(d) When the offeror intends to use EDI in the transmission and/or receipt of business documents-

(1) The offeror shall enter into an EDI Trading Partner Agreement (TPA) with DSCP (see paragraph (e) below). The EDI TPA defines the responsibilities of the trading partners exchanging electronic transactions.

(2) The offeror shall be responsible for providing its own computer hardware and computer software necessary to transmit and receive data electronically under the framework of the EDI TPA.

(3) All terms and conditions which would otherwise be applicable to a paper document shall apply to the electronic document.

(e) An electronic data interchange (EDI) trading partner agreement (TPA) will be provided to the offeror by the contracting officer upon request.

**52.204-9P03 REQUIREMENT FOR CERTIFICATION OF A PREVIOUSLY EXECUTED
ELECTRONIC DATA INTERCHANGE (EDI) (MAR 1994) DSCP**

If the offeror intends to use a previously executed Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) between the Defense Supply Center Philadelphia and the offeror in the performance of any resultant contract, the offeror must complete the certification at 52.204-9P04 in Section K of this solicitation.

**52.204-9P04 CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC
DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA)
(MAR 1994) DSCP**

The offeror certifies that--

(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.

(b) Such EDI TPA--

(1) is between the Defense Supply Center Philadelphia, Directorate of Subsistence and _____;

(2) is dated _____; and

(3) includes the following modification(s) (if "NONE" so state):

Modification Number	Date
_____	_____
_____	_____

52.209-9P01 SPECIAL INSTRUCTIONS FOR FIRST ARTICLES AND ATTENDANT DOCUMENTATION (JAN 1992) DSCP

(a) The contractor shall notify the cognizant quality assurance representative (QAR) in sufficient time prior to the manufacture of the first article in order to accommodate an in-process verification of first article manufacture.

(b) The contractor shall notify the contracting officer and the QAR in writing at least ____ days prior to the date the first article will be presented to the QAR (before submission to the facility designated in paragraph (a) of FAR Clause 52.209-4, First Article Approval-Government Testing). The same criteria for the acceptance of a Certificate of Compliance for the components of the entire contract quantity shall apply to the acceptance of the first article components unless specifically stated otherwise.

(c) All documentation, to include first article examination and testing reports, shall be submitted with the first article.

(d) When first article testing will be conducted at the contractor's plant, the contractor shall provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article and the government reserves the right to charge the contractor for any additional costs of examination and evaluation caused by failure of the contractor to make available the first article or the required facilities, equipment or personnel, at the time specified in the above mentioned notice to the contracting officer.

(e) The first article will be approved _____

(f) Materials used in fabrication of first articles shall be in strict conformity with the applicable specification of the contract unless the contracting officer authorizes otherwise.

(g) Prior to the approval of the first article, the contractor shall not initiate any cutting or otherwise use of any government-furnished property beyond that required for the first article quantities.

(h) In the event the government determines that, as a basis for granting conditional first article approval, a corrective action plan is needed to confirm that first article deficiencies are readily correctable in production, the contracting officer will notify the contractor, in writing, of the requirement to submit such plan to the contracting officer within ten (10) working days of the government notification. The corrective action plan must clearly detail how the contractor intends to correct cited deficiencies. Should there be insufficient time to obtain a corrective action plan and comply with the timeframe for notification of first article acceptability in accordance with paragraph (b) of FAR clause 52.209-4, First Article Approval-Government Testing, the contracting officer shall request from the contractor an extension to the time period for first article approval. In the event the contractor (1) does not submit the corrective action plan within the ten (10) working day timeframe, (2) refuses to extend the stated time period for first article approval or (3) submits an otherwise unacceptable plan and the deficiencies are such that the government cannot determine them to be readily correctable without further proof from the contractor, then the government shall take action to disapprove the first article.

(i) One approved first article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This first article unit shall be considered a production guide or baseline for examination when defects are reported on delivered material or problems are uncovered during production. In the event of a conflict between the applicable specification and the first article, the specification shall prevail.

(j) when progress payments are authorized by the contract, the amount of progress payments for the first article shall not exceed the number of units in the first article times ____% of the unit price of the production line items.

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

<u>X</u> 52.203-3	<i>GRATUITIES (APR 1984)</i>
<u>X</u> 52.204-6	<i>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)</i>
<u>X</u> 252.204-7001	<i>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS</i>
<u>X</u> 252.204-7004	<i>REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) DFARS</i>
<u> </u> 52.213-1	<i>FAST PAYMENT PROCEDURES (FEB 1998) (For ships only)</i>
<u>X</u> 52.215-5	<i>FACSIMILE PROPOSALS (OCT 1997)</i>
<u>X</u> 52.216-1	<i>TYPE OF CONTRACT (APR 1984) Insert Type of Contract – Firm Fixed price, Indefinite Quantity (For Milk add with EPA clause)</i>
<u>X</u> 252.217-7018	<i>CHANGE IN PLANT LOCATION – BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS delete paragraph (b)</i>
<u>X</u> 252.217-7019	<i>SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS</i>
<u> </u> 52.219-6	<i>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)*</i>
<u>X</u> 52.222-24	<i>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (APR 1984) (Deviation)</i>
<u>X</u> 52.232-18	<i>AVAILABILITY OF FUNDS (APR 1984)</i>
<u>X</u> 52.245-4	<i>GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)</i>
<u>X</u> 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 insert 50% or more

52.209-9P04 CERTIFICATION OR DISCLOSURE OF SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or nonprocurement programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the "default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

<u>Name and Title of Suspended or Debarred Individual(s):</u>	<u>Organization: (If other than offeror)</u>	<u>Describe Association/ Relationship: (e.g., employee, consultant)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

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 the offeror or its proposed subcontractor, 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.

52.211-9P09 PACKAGING, PACKING AND MARKING (JAN 1992) DSCP**(a) Packaging and Packing.**

(1) The subject commodity shall be packaged and packed in substantial commercial containers of the type, size, and kind commonly used for the purpose, so constructed as to insure acceptance and safe delivery by common or other carriers, to point of delivery called for in the contract or purchase order.

(2) For overseas shipment, supplies shall be packaged and packed in accordance with producer's standard export practice which will insure freedom from pilferage and safe arrival of shipment to the overseas destination.

(b) Markings will be accomplished in accordance with MIL-STD-129.

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 this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

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 bid may result in rejection of the offer/bid.

(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.

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

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

Place of Performance (Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

Item

Business Size Status

See Attached Sheet

<u>PLACE OF PERFORMANCE</u>	<u>ITEM NUMBER</u>	<u>SIZE</u>
DAIRY MAID DAIRY, INC. 259 E. 7 TH STREET FREDERICK, FREDERICK, MD. 21701 301-663-5114	1 thru 9; 13 thru 20; 26 thru 29A; 36 thru 43; 48 thru 58; 62 thru 68; 70, 71	SMALL
CLOVERLAND/GREEN SPRING DAIRY 2701 LOCH RAVEN ROAD BALTIMORE, BALTIMORE, MD 21218 410-235-4477	4; 6; 8; 16; 20; 26 thru 28; 39; 42; 49; 51; 53; 55;	LARGE
SHENANDOAH'S PRIDE DAIRY P.O. BOX 218 MT. CRAWFORD, ROCKINGHAM, VA 22841 703-434-7328	24; 25; 34; 35;	LARGE
WESTOVER DAIRY 2801 FORT AVENUE LYNCHBURG, VA 24506 804-528-2560	10; 11; 21; 22; 30; 31; 44; 45; 59; 60; 72;	LARGE
LACTO DAIRY PRODUCTS P.O. BOX 272 FLEMINGTON, HUNTINGTON, NJ 08822 201-738-2200	12; 23; 32; 33; 46; 47; 61; 73; 75; 76;	LARGE

**52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) ALTERNATE I
(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.

**52.216-9P04 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 commissary ordering officer or 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, commissary, or activity may procure 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, commissary or activity can take these particular procurement action. 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.

52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) 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) Maximum Order.

The contractor is not obligated to honor--

- (1) Any order for single item in excess of N/A;
- (2) Any order for a combination of items in excess of N/A; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within ___ days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(e) The delivery order(s) shall specify delivery(ies) no less than 2 days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

**52.216-9P15 ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED
MARKET PRICE (MAR 2000) DSCP**

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

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

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

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

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

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

(i) the closing date for proposals, if no discussions are held, or

(ii) the due date for final proposal revisions, if discussions are held.

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

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

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

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

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

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

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

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

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

(1) Compute adjusting price.

(2) Compute base price.

(3) Compute change from base price.

(4) Convert the price change to price per gallon.

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

The following sample price computation is an illustration using January as the Base Price and February as the Adjusting Price.

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

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

(i) Price adjustments pursuant to this clause will not be made by contract modifications.

Adjustments will be implemented by the government as follows:

- (1) The adjusted contract unit price(s) for the following month will be input in STORES,
- (2) A facsimile transmission will be sent to contractors who do not have electronic access, and

(3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet at <http://www.dscp.dla.mil/subs/milk-epa/milk-epa.htm>.

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

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

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

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

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

The effective period of this contract is from 2 APR 01 through 1 APR 02.

52.217-9P14 EVALUATION OF OPTIONS (JAN 1992) DSCP

(a) If award by line item is permitted by the solicitation, the government will evaluate offers for award purposes by adding the proposed price per line item for the basic quantity with the proposed price for the corresponding option quantity line item. If a single award for all items is specified in the solicitation, the government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. If award by lot is specified in the solicitation, the government will evaluate offers for award purposes by adding the total price for each lot with the proposed total price for the corresponding option quantity lot. Evaluation of options will not obligate the government to exercise the option(s).

(b) Should offerors propose option prices which vary (for example with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(c) the government reserves the right to make awards for quantities less than those solicited. However, in no event will an award be made for a portion of the basic quantity without a corresponding portion of the option quantity.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (JAN 1992) ALTERNATE 1 (JUL 1996) DPSC

- (a) By submitting an offer, the offeror accepts the option provision(s)/clauses contained herein. Offers which take exception to the option provision/clauses will be deemed non-acceptance of the option and will result in rejection of the offeror's entire bid/proposal.
- (b) Offers will be evaluated on base year pricing. If the option is exercised by the government, the option unit pricing for the first quarter of the option will be the final base year unit price plus or minus the Economic Price Adjustment (EPA) calculated based on the previous month Economic Price Adjustments will continue on a monthly basis for the duration of the option period in accordance with 52.216-9P15.
- (c) The contracting officer may extend the term of this contract for ONE additional 1 year period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.
- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract - Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.
- (h) The total duration of any options exercised under this clause, shall not exceed ONE YEAR
- (i) The following provisions apply only to negotiated acquisitions:
- (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.
- (2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.804-1.

52.230-9P02 BASIS FOR PRICE NEGOTIATION (JAN 1992) DSCP**(a) General.**

Prices for items to be awarded under this solicitation normally will be negotiated on the basis of discounts from offeror's established catalog or market prices. Pricing data for the purpose of such negotiation shall be submitted and certified as hereafter provided.

(b) Established Catalog or Market Prices.

If the prices offered under this solicitation are based on established catalog or market prices, a certification is required that such prices are established catalog or market prices for commercial items as defined in FAR 15.804-3(c).

(c) Certificate of Established Catalog or Market Price.

Offeror certifies that to the best of its knowledge and belief:

(1) The price(s) quoted in this proposal is(are) based on established catalog or market prices of commercial items, as defined in FAR 15.804-3(c), in effect on the date of the offer or on the dates of any revisions submitted during the course of negotiation.

(2) Substantial quantities of the items have been sold to the general public at such prices.

(3) All of the data (including sales data) submitted with this offer are accurate, complete and current representations of actual transactions to the date when price negotiations are concluded.

SIGNATURE: _____

FIRM: _____

DATE OF EXECUTION: _____

CAUTION: False statements may subject the offeror to penalties provided by statute and regulations.

(d) Price Reduction for Defective Pricing Data.

If, subsequent to the award of any contract resulting from this solicitation, it is found that any price negotiated in connection with this contract was increased by any significant amount because the prices, data and facts were not as stated in the offeror's certificate of established catalog or market price, then the contract price(s) shall be reduced by such amount and the contract shall be modified in writing to reflect such adjustment. Failure to agree on such a reduction, subsequent to a "final decision" by the contracting officer in this matter, shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of the contract.

(e) Access to Records.

By submission of this proposal, the offeror grants the contracting officer, or his authorized representative, the right to examine those books, records, documents, papers and other supporting data which involve transactions related to this proposal which will permit adequate evaluation and verification thereof. The purpose of such examination will be to verify either (1) the statements made in the above certificate of established catalog or market price, or (2) the cost or pricing data (including computations and projections) submitted in connection with the certificate of current cost or pricing data (see (f) below).

(f) Cost or Pricing Data.

(1) If it is determined by the government that the price(s) quoted under this solicitation is(are) not based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulations, the offeror shall submit, in writing, cost or pricing data in support of the proposed price. (For the definition of "cost or pricing data", see FAR 15.801).

(2) By the use of the certificate in FAR 15.804-4, the offeror shall certify that, to the best of its knowledge and belief, cost or pricing data submitted in accordance with the above is accurate, complete and current. The applicable clauses in FAR 15.804-8 are incorporated by reference in this contract.

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

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (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, no 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.

(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, no 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. 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) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

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

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

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

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

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

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

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical 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), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

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

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

(b) Delivery Conveyances.

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

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 therefore; 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.

52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) DSCP**(a) Definitions.**

“Acceptance”, as used in this clause, means the act of an authorized representative of the government by which the government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Correction”, as used in this clause, means the elimination of a defect.

“Supplies”, as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include “data”.

(b) Contractor’s Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for 6 months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) for cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the government within the continental United States and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefor. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the government thereby.

(3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,

(ii) screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the government, the government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefor. In such event, the government may reprocure similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the government provided in this clause are in addition to, and do not limit, any rights afforded to the government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

G-WHOLESALE

CHN:

CUST: 699999

EFFECTIVE DATE : 02/01/01

GROUP #699

ITEM	DESCRIPTION	OLD PRICE	NEW PRICE	CHANGE
2	GAL HVD	2.81000	2.81000	
3	1/2 GAL HVD	1.43000	1.43000	
4	QT. HVD	.83000	.83000	
5	PT HVD	.41000	.41000	
8	1/2 PT HVD	.26000	.26000	
21	GAL BOX HVD 5GL	2.87000	2.87000	
102	GAL 2% LF WHITE	2.78000	2.78000	
103	1/2 GAL 2% L.F.	1.42000	1.42000	
104	QT 2% L.F. WHT.	.81000	.81000	
105	PT 2% L.F. WHT.	.39000	.39000	
108	1/2 PT 2% LF SC	.26000	.26000	
121	GAL BOX 2%, 5GL	2.85000	2.85000	
141	GAL BOX 1% 5GL	2.83000	2.83000	
142	GAL 1%	2.79000	2.79000	
143	1/2 GAL 1%	1.41000	1.41000	
144	QT 1% WHT	.82000	.82000	
148	1/2 PINT 1%	.26000	.26000	
202	GAL NONFAT SKIM	2.77000	2.77000	
203	1/2 GAL NONFAT	1.42000	1.42000	
204	QT NONFAT SKIM	.82000	.82000	
207	1/2 PT N.F.SKIM	.24000	.24000	
221	GAL BOX N.FT 5G	2.81000	2.81000	
234	QT BUTTERMILK	.82000	.82000	
237	1/2 PT BUTMILK	.24000	.24000	
307	1/2 PT CHOC	.24000	.24000	
321	GAL BOX CHOC 5G	3.00000	3.00000	
323	HG ESK CHOC	1.91000	1.91000	
324	QT ESKIMO CHOC	.92000	.92000	

CONTINUED

ITEM	DESCRIPTION	OLD PRICE	NEW PRICE	CHANGE
325	PT ESKIMO CHOC	.45000	.45000	
404	QT 1% CHOC.	.87000	.87000	
405	PT 1% CHOC	.41000	.41000	
408	1/2 PT 1% CHOC	.27000	.27000	
421	GAL BX C.1% 5GL	2.95000	2.95000	
504	QT FR H&H	1.24000	1.24000	
505	PT FR H&H	.69000	.69000	
514	QT FR WHIP CRM	2.42000	2.42000	
517	1/2 PT FR WHIP	.72000	.72000	
523	1/2G. DMD EGGNG	2.67000	2.67000	
524	QT DMD EGG NOG	1.36000	1.36000	
525	PT DMD EGG NOG	.68000	.68000	
572	GAL GROVE FR OJ	3.03000	3.03000	
573	HG GROVE FR O.J	1.59000	1.59000	
574	QT GROVE FR O.J	.84000	.84000	
575	PT GROVE FR O.J	.57000	.57000	
578	1/2 PT ORG JUICE	.20000	.20000	
579	4 OZ ORG. JUICE	.17000	.17000	
582	GL McCUTCH CR F	2.48000	2.48000	
592	GL McCUTCH C.UF	2.38000	2.38000	
593	HG McCUTCH C.UF	1.24000	1.24000	
595	PT APPLE JUICE	.53000	.53000	
602	5LB SOUR CREAM	4.76000	5.31000	.55000
605	PT SOUR CREAM	1.15000	1.27000	.12000
607	1/2 PT S.CREAM	.62000	.68000	.06000
612	5LB COTT.CHEESE	7.12000	7.28000	.16000
614	24OZ COTT.CHEES	2.11000	2.16000	.05000
615	12 OZ COTT.CHEES	1.11000	1.14000	.03000
616	12 OZ L.F. C.C.	1.09000	1.11000	.02000
619	5LB L.F. C.C.	6.99000	7.10000	.11000
637	5 LB. YGT,PLAIN	5.33000	5.33000	
650	1/2 PT YGT SORT	.52000	.52000	
651	1/2 PT YGT,BLUE	.52000	.52000	
652	1/2 PT YGT,CERY	.52000	.52000	
655	1/2 PT YGT,PECH	.52000	.52000	
656	1/2 PT YGT,PINE	.52000	.52000	
657	1/2 PT YGT,PLIN	.52000	.52000	
658	1/2 PT YGT,RSPB	.52000	.52000	
659	1/2 PT YGT,STRW	.52000	.52000	
701	288 CMR AMARETO	13.77000	14.49000	.72000
702	288 CMR IRISH C	13.77000	14.49000	.72000
703	288 CMR HAZLNUT	13.77000	14.49000	.72000
705	PT U.P. H&H	.93000	.86000	-.07000-
706	288 CMR FR VANL	13.77000	14.49000	.72000
709	348 CRMERS. U.P	10.15000	10.14000	-.01000-
727	1/2 PT COFFEE C	.71000	.71000	

CONTINUED

ITEM	DESCRIPTION	OLD PRICE	NEW PRICE	CHANGE
734	QT U.P. WHIP CM	3.70000	3.69000	.01000-
737	1/2 PT U.P. WIP	.95000	.99000	.04000
812	GAL ORANGE DRNK	.99000	.99000	
815	PT BIG ORANGE	.43000	.43000	
818	1/2 PT DK, ORNG	.13000	.13000	
822	GAL LEMON DRINK	.99000	.99000	
825	PT BIG LEM-LIME	.43000	.43000	
828	1/2 PT DRK, LEMN	.13000	.13000	
832	GAL PUNCH DRINK	.99000	.99000	
835	PT BIG PUNCH	.43000	.43000	
838	1/2 PT DRK, PCH	.13000	.13000	
842	GAL GRAPE DRINK	.99000	.99000	
845	PINT BIG GRAPE	.43000	.43000	
848	1/2 PT DK, GRAPE	.13000	.13000	
852	GAL ICED TEA	.99000	.99000	
855	PINT ICED TEA	.38000	.38000	
892	GAL WATER	.57000	.57000	
911	CAN TOPPING	1.79000	1.79000	
921	DZ. LARGE-A EGGS	1.29000	1.29000	
931	2 LB MARGARINE	1.19000	1.19000	
932	1 LB STICK MARG	.60000	.60000	
942	1/2 GAL SK, VANL	2.10000	2.10000	
943	1/2 GAL, SK, CHOC	2.10000	2.10000	
958	HP LACTOSE FRE	.37000	.37000	
962	1/2 GAL S.S, VAL	2.24000	2.52000	.28000
963	1/2 GAL S.S, CHO	2.24000	2.52000	.28000
972	HG 10%, UP VAN	3.71000	3.71000	
973	HG 10%, UP CHOC	3.71000	3.71000	
974	QT TOP SHLF CR	1.02000	1.02000	