CAUTION NOTICE

1) The business practices of today reflect increased utilization of Electronic Commerce/ Electronic Data Interchange providing more timely and cost effective ways of information exchange. The Defense Supply Center Philadelphia, Subsistence is migrating toward more and more use of the electronic mediums available to conduct business with you as our business partners.

DSCP has already implemented an ordering system known as STORES (Subsistence Total Ordering and Receipt Electronic System) from which the DSCP customers have the capability to order items electronically under this solicitation. For vendors who are not EDI capable, these orders are converted into facsimile format and will be sent in this fashion to your company from these customers. It is required that you provide the fax number for where these orders should be received, as these orders are being sent automatically from the computer. Space is provided at the end of each group for this number.

With the current implementation of the Defense Logistics Agency's (DLA) Business Systems Modernization (BSM) initiative, manual paperwork will also no longer be a viable way to invoice. Vendors will be required to submit their invoices electronically, and which should assist in faster and more accurate payments.

Efforts have been underway for some time to bring a resolution for those who are not EDI capable to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available and are listed on page 32.

2) The attached solicitation requires information throughout the package to be furnished by each offeror. Please locate and complete the following:

1. **Page 1** (Solicitation/Contract/Order for Commercial Items), blocks 17a, 30a, 30b & 30c.

2. ****NOTE:**** Failure to complete these blocks may result in determining your offer unacceptable.

3. **Contractor Identification Number** – Data Universal Numbers System (DUNS) (in accordance with clause 52.204-6) and **Cage Code** (in accordance with clause 252.204-7001) on page 1, block 17a.

4. **Clauses**:

Pages	
252.212-7000	Page 57
52.215-6	Page 60
Authorized Negotiators	Page 35
52.204-9P01	Page 65
52.204-9P04	Page 66
52.209-9P04	Page 67

5. All prices are to be submitted ONLY to 2 decimal places (see page 4)

6. All offerors are also *REQUIRED* to furnish their current wholesale price list *WITH* their offer.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition No.

2. Contract No.
3. Award Effective Date:
4. Order No.
5. Solicitation No. SPM300-04-R-0326
6. Solicitation Issue Date 07/23/04

7. For Solicitations Information Call:
a. Name: Lori D'Alessandro
b. Telephone No. (215) 737-4227 No Collect Calls
8. Offer Due Date/Local Tim: 08/23/04

9. Issued By Code
Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, Pa. 19111
Lori D'Alessandro, Contract Specialist
(215) 737-4227

10. This Acquisition is
[X] Unrestricted
[ ] Set aside _____% For
[ ] Small Business
[ ] Small Disadv. Business
[ ] 8 (a)
SIC: 311511 Size Standard 500

11. Delivery for FOB Dest Unless Block is Marked
[ ] See Schedule

12. Discount Terms

13a. This Contract is a Rated Order Under DPAS(15 CFR 700)

13b. Rating: DOC9

14. Method of Solicitation
[ ] RFQ [ ] IFB [X] RFP

15. Delivery To Code
See Schedule

16. Administered By Code
Same as Block 9.

17a. Contractor Code Facility Code

18a. Payment Will Be Made By Code
DFAS Columbus

Telephone No.

18b. Submit Invoices To Address Shown In Block 18a Unless Below is Checked [ ] See Addendum

[ ] 17b Check If Remittance Is Different And Put Such Address in OFFER
In OFFER

19. Item	20. Schedule of Supplies/Services	21. Qty	22. Unit	23. Unit Price	24. Amount

(Attach Additional Sheets as Necessary)

25. Accounting and Appropriation Data

26. Total Award Amount (For Govt Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, 52.212-4, 52.212-5 Are Attached.
Addenda [X] Are [ ] Are Not Attached.

[ ]27b. Contract/Purchase Order Incorporates by Reference FAR 52.212-4. FAR 52.212-5 Is Attached
Addenda [ ] Are [ ]Are Not Attached

28. Contractor Is Required To Sign This Document and Return 1 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And Any Additional Sheets Subject To The Terms And Conditions Specified Herein.

29. Award of Contract: Reference _____
Offer Dated _____
[ ] Your Offer on Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

31b. Name of Contacting Officer
RAYMOND F. JACQUETTE, III

31c. Date Signed

a. QUANTITY IN COLUMN 21 HAS BEEN
[ ] Received [ ] Inspected
[ ] Accepted and Conforms To The Contract, Except as Noted

33. SHIP NUMBER
[ ] Partial [ ]Final

34. VOUCHER NUMBER

35. Amount Verified Correct For:

36. PAYMENT
[ ] Complete [ ] Partial [ ] Final

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38.S/R ACCOUNT NO.

39.S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (PRINT)

42b. Rec'd At (Location)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

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 of 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 20405	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: **23 AUG 04 @ 3:00 PM EST**

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

4. **Block 17b: Remittance Address:** (if different from Contractor/Offeror address in block 17a.)

_____
_____
_____

INSTRUCTIONS:

ITEMS TO BE PROCURED: **MILK & MILK PRODUCTS**

REQUIREMENTS FOR:

GROUP I: **FT. DIX, NJ. (TISA)**
MC GUIRE AFB, NJ. (HALVORSEN DINING FACILITY)
MC GUIRE AFB, NJ. (CDC I & II)
MC GUIRE AFB, NJ. (FLIGHT KITCHEN)

GROUP II: **FT. MONMOUTH, NJ.**
NAS LAKEHURST, NJ.

GROUP III: **EDISON JOB CORPS CENTER, NJ.**
NWS EARLE LEONARDO, NJ.

EFFECTIVE PERIOD OF CONTRACT: **Ordering: 04 Oct 04 – 01 Oct 05**
Delivery: 06 Oct 04 – 03 Oct 05

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

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

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

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

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

NOTE:

-A COPY OF YOUR CURRENT CATALOG PRICE LIST, ETC. IS REQUIRED TO BE FORWARDED WITH YOUR OFFER.
-PER CLAUSE 52.214-9P06, ALL UNIT PRICES MUST BE ROUNDED OFF TO TWO DECIMAL PLACES .

GOVERNMENT QUALIFICATIONS:

***ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR PER GROUP.**

****THE GOVERNMENT RESERVES THE RIGHT TO ADD ADDITIONAL CUSTOMERS LOCATED WITHIN THE SAME DISTRIBUTION AREA AS THE SUCCESSFUL CONTRACTOT TO THIS CONTRACT, AFTER MUTUAL AGREEMENT WITH THE AWARDEE. THE ADDITIONAL CUSTOMER(S) CAN NOT INCREASE THE DOLLAR VALUE OF THE CONTRACT BY MORE THAN 25% IN TOTAL.**

*****THE GOVERNMENT ALSO RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS TO THIS CONTRACT AFTER THE DATE OF AWARD, AND AFTER MUTUAL AGREEMENT WITH THE VENDOR. THE PRICE OF EACH ITEM MUST ALSO BE DETERMINED TO BE FAIR AND REASONABLE BY THE CONTRACTING OFFICER. THE ITEMS WILL BE ADDED TO THE STORES CATALOG WITHOUT A WRITTEN MODIFICATION TO THE CONTRACT. THE ADDITIONAL ITEMS MAY NOT INCREASE THE ORIGINAL DOLLAR VALUE OF THE CONTRACT BY MORE THAN 25%.**

SCHEDULE OF SUPPLIES/SERVICES

SCHEDULE OF SUPPLIES/SERVICES

SECTION "B" SCHEDULE OF SUPPLIES/SERVICES

GROUP I - FT. DIX, NJ. (TISA)
MCGUIRE AFB, NJ. (HALVORSEN HALL DINING FACILITY)
MCGUIRE AFB, NJ. (FLIGHT KITCHEN)
MCGUIRE AFB, NJ. (CHILD DEVELOPMENT CENTER I)
MCGUIRE AFB, NJ. (CHILD DEVELOPMENT CENTER II)
MCGUIRE AFB, NJ. (SCHOOL AGE PROGRAM/YOUTH CENTER)

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	MILK, WHOLE GALLON CATALOG NO. _____ MCGUIRE CDC I – 3,360	3,360	½ PT	$_____	$_____
2.	MILK, LOWFAT, GALLON CATALOG NO. _____ HALVORSEN HALL – 40,000 MCGUIRE CDC II - 320	40,320	GL	$_____	$_____
3.	HALF PINT CATALOG NO. _____ FT. DIX – 77,233 HALVORSEN HALL – 40,000 MCGUIRE (FLI. KIT.) – 7,500	124,733	½ PT	$_____	$_____
4.	MILK, LOWFAT, LACTOSE REDUCED HALF PINT CATALOG NO. _____ FT. DIX – 1,000 MC GUIRE CDC I - 768	1,768	½ PT	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MILK, LOWFAT, LACTOSE REDUCED				
5.	QUART CATALOG NO. _____	768	QT	$_____	$_____
	MC GUIRE CDC I - 768				
6.	GALLON CATALOG NO. _____	3,900	GL	$_____	$_____
	MC GUIRE CDC I – 3,360 MCGUIRE SAP/YC - 540				
	MILK, LOWFAT, LACTOSE REDUCED				
7.	BULK, 3 TO 7 GALLON CONTAINER CATALOG NO. _____	17,688	GL	$_____	$_____
	FT. DIX – 12,088 HALVORSEN HALL – 5,600				
	MILK, SKIM (NONFAT)				
8.	HALF PINT CATALOG NO. _____	30,000	½ PT	$_____	$_____
	FT. DIX – 6,000 HALVORSEN HALL – 24,000				
	MILK, SKIM (NONFAT)				
9.	HALF PINT CATALOG NO. _____	30,000	½ PT	$_____	$_____
	FT. DIX – 6,000 HALVORSEN HALL – 24,000				

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
10.	BULK 3 TO 6 GAL CONTAINER CATALOG NO. _____	450	GL	$_____	$_____
	FT. DIX - 450				
	MILK, CHOCOLATE				
11.	GALLON CATALOG NO. _____	2,040	GL	$_____	$_____
	HALVORSEN HALL – 2,000 MC GUIRE CDC I (SAP) - 40				
	MILK, CHOCOLATE FLAVORED, LOWFAT				
12.	HALF PINT CATALOG NO. _____	41,644	½ PT	$_____	$_____
	FT. DIX – 41,644				
13.	BULK 3 TO 6 GAL CONTAINER CATALOG NO. _____	6,290	GL	$_____	$_____
	FT. DIX – 4,290 HALVORSEN HALL – 2,000				
	SOY MILK				
14.	PINT CATALOG NO. _____	100	PT	$_____	$_____
	RICE MILK				
15.	PINT CATALOG NO. _____	50	PT	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	EGGNOG				
16.	QUART CATALOG NO. _____ HALVORSEN HALL - 120	120	QT	$_____	$_____
	SOUR CREAM, CULTURED OR ACIDIFIED				
17.	PINT CATALOG NO. _____ FT. DIX - 600	600	PT	$_____	$_____
18.	BULK 4 OR 5 LB CONTAINER CATALOG NO. _____ HALVORSEN HALL – 5,000	5,000	LB	$_____	$_____
	COTTAGE CHEESE, LOWFAT, SMALL OR LARGE CURD				
19.	2 – 5 LB PKG. CONTAINER CATALOG NO. _____ HALVORSEN HALL – 7,500	7,500	LB	$_____	$_____
	COTTAGE CHEESE, REGULAR, SMALL OR LARGE CURD				
20.	2 – 5 LB PKG. CONTAINER CATALOG NO. _____ FT. DIX – 1,200 HALVORSEN HALL – 7,500	8,700	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CREAM, FRESH, HEAVY WHIPPING OR CREAM, ULTRA-PASTEURIZED				
21.	HALF PINT CATALOG NO. _____ FT. DIX – 20	20	½ PT	$_____	$_____
	EGGNOG				
22.	QUART CATALOG NO. _____ FT. DIX – 120 HALVORSEN HALL - 120	140	QT	$_____	$_____
	YOGURT, CHILLED, PLAIN, REGULAR				
23.	HALF PINT CATALOG NO. _____ FT. DIX – 300	300	½ PT	$_____	$_____
	YOGURT, CHILLED, PLAIN, LOWFAT				
24.	HALF PINT CATALOG NO. _____ FT. DIX – 3,200 HALVORSEN HALL – 300	3,500	½ PT	$_____	$_____
25.	QUART CATALOG NO. _____ HALVORSEN HALL – 300	300	QT	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT **STRAWBERRY**				
26.	**HALF PINT** **CATALOG NO. _____** **FT. DIX – 800** **HALVORSEN HALL – 300**	**1,100**	**½ PT**	**$_____**	**$_____**
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT **PEACH**				
27.	**HALF PINT** **CATALOG NO. _____** **FT. DIX – 800** **HALVORSEN HALL – 300**	**1,100**	**½ PT**	**$_____**	**$_____**
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT **RASPBERRY**				
28.	**HALF PINT** **CATALOG NO. _____** **FT. DIX – 800** **HALVORSEN HALL – 300**	**1,100**	**½ PT**	**$_____**	**$_____**

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT				
	BLUEBERRY				
29.	HALF PINT CATALOG NO. _____	1,100	½ PT	$_____	$_____
	FT. DIX – 800 HALVORSEN HALL – 300				
	FRUIT FLAVORED DRINK, CHILLED				
	GRAPE				
30.	PINT CATALOG NO. _____	1,300	PT	$_____	$_____
	FT. DIX – 1,000 HALVORSEN HALL – 300				
	LEMON				
31.	PINT CATALOG NO. _____	10,100	PT	$_____	$_____
	FT. DIX – 9,800 HALVORSEN HALL – 300				
	FRUIT PUNCH				
32.	PINT CATALOG NO. _____	24,000	PT	$_____	$_____
	FT. DIX – 24,000				
	ICED TEA				
33.	PINT CATALOG NO. _____	11,300	PT	$_____	$_____
	FT. DIX – 11,000 HALVORSEN HALL – 300				

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, VANILLA				
34.	GALLON CATALOG NO. _____ FT. DIX – 300 HALVORSEN HALL – 300	600	GL	$_____	$_____
	ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, CHOCOLATE				
35.	GALLON CATALOG NO. _____ FT. DIX –125 HALVORSEN HALL – 300	425	GL	$_____	$_____

ESTIMATED TOTAL GROUP I: _____

GROUP II - FT. MONMOUTH , NJ. (TISA)
NAS LAKEHURST, NJ.

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MILK, LOWFAT,				
36.	HALF PINT CATALOG NO. _____	900	½ PT	$_____	$_____
	FT. MONMOUTH - 900				
37.	BULK 3 TO 7 GALLON CONTAINER CATALOG NO. _____	4,748	GL	$_____	$_____
	FT. MONMOUTH – 3,500 NAS LAKEHURST – 1,248				
	MILK, SKIM				
38.	BULK 3 TO 7 GALLON CONTAINER CATALOG NO. _____	2,736	GL	$_____	$_____
	FT. MONMOUTH – 1,800 NAS LAKEHURST – 936				
39.	BULK MILK DISPENSING EQUIPMENT CHARGE CATALOG NO. _____	1,800	GL	$_____	$_____
	MILK, CHOCOLATE				
40.	BULK 3 TO 7 GALLON CONTAINER CATALOG NO. _____	1,800	GL	$_____	$_____
	FT. MONMOUTH – 1,800				
41.	BULK MILK DISPENSING EQUIPMENT CHARGE CATALOG NO. _____	1,800	GL	$_____	$_____
	FT. MONMOUTH – 1,800				

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MILK, CHOCOLATE FLAVORED, SKIM				
42.	BULK 3 TO 7 GALLON CONTAINER CATALOG NO. _____	936	GL	$_____	$_____
	NAS LAKEHURST – 936				
43.	BULK MILK DISPENSING EQUIPMENT CHARGE CATALOG NO. _____	1,800	GL	$_____	$_____
	EGGNOG				
44.	HALF GALLON CATALOG NO. _____	72	½ GL	$_____	$_____
	FT. MONMOUTH - 72				
	BUTTERMILK, ACIDIFIED, OR CULTURED				
45.	QUART CATALOG NO. _____	6	QT	$_____	$_____
	FT. MONMOUTH - 6				
	SOUR CREAM, CULTURED, OR ACIDIFIED				
46.	HALF PINT CATALOG NO. _____	360	½ PT	$_____	$_____
	FT. MONMOUTH - 360				
	COTTAGE CHEESE, LOWFAT				
47.	2 – 5 LB PKG. CONTAINER CATALOG NO. _____	600	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT				
48.	**HALF PINT** **CATALOG NO. _____**	**3,000**	**PT**	**$_____**	**$_____**
	FT. MONMOUTH – 3,000				

ESTIMATED TOTAL GROUP II: _____

GROUP III - EDISON JOB CORPS CENTER, EDISON, NJ.
FISC NORFOLK DET EARLE, COLTS NECK, NJ.

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MILK, WHOLE				
49.	HALF PINT CATALOG NO. _____	56,200	½ PT	$_____	$_____
	EDISON JCC – 44,200 NWS EARLE – 12,000				
	MILK, LOWFAT				
50.	HALF PINT CATALOG NO. _____	22,000	½ PT	$_____	$_____
	NWS EARLE – 22,000				
51.	5 GALLON CONTAINER CATALOG NO. _____	960	GL	$_____	$_____
	NWS EARLE - 960				
	MILK, SKIM (NONFAT)				
52.	HALF PINT CATALOG NO. _____	6,000	½ PT	$_____	$_____
	NWS EARLE – 6,000				
	MILK, CHOCOLATE				
53.	HALF PINT CATALOG NO. _____	9,000	½ PT	$_____	$_____
	NWS EARLE – 9,000				
54.	5 GALLON CONTAINER CATALOG NO. _____	284	GL	$_____	$_____
	NWS EARLE - 284				

GROUP III - EDISON JOB CORPS CENTER, EDISON, NJ.
FISC NORFOLK DET EARLE, COLTS NECK, NJ.

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MILK, CHOCOLATE FLAVORED, LOWFAT				
55.	HALF PINT CATALOG NO. _____	33,000	½ PT	$_____	$_____
	EDISON JCC – 26,000 NWS EARLE – 7,000				
	EGGNOG				
56.	GALLON CATALOG NO. _____	6,000	GL	$_____	$_____
	NWS EARLE – 6,000				
	SOUR CREAM, CULTURED, OR ACIDIFIED				
57.	PINT CATALOG NO. _____	864	½ PT	$_____	$_____
	NWS EARLE - 864				
	COTTAGE CHEESE, LOWFAT				
58.	2 – 5 LB PKG. CONTAINER CATALOG NO. _____	24	LB	$_____	$_____
	NWS EARLE - 24				

ITEM NO.	SUPPLIES/SERVICES	EST. TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YOGURT, CHILLED, PLAIN LOWFAT				
59.	**HALF PINT CATALOG NO. _____**	**100**	**½ PT**	**$_____**	**$_____**
	NWS EARLE – 100				
	YOGURT, CHILLED, ASSORTED FLAVORS, LOWFAT				
60.	**HALF PINT CATALOG NO. _____**	**100**	**½ PT**	**$_____**	**$_____**
	NWS EARLE - 100				
	YOGURT, CHILLED, ASSORTED FLAVORS, REGULAR				
61.	**HALF PINT CATALOG NO. _____**	**288**	**½ PT**	**$_____**	**$_____**
	NWS EARLE - 288 **EDISON JCC –**				

ESTIMATED TOTAL GROUP III: _____

SECTION "F" – DELIVERY SCHEDULE

GROUP I – FORT DIX, NJ. (TISA)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
Perishable Warehouse **Bldg. 3140** **Rancocas Road**	**7:00 A.M. – 11:00 A.M.**	**3 Deliveries Per Week on Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.**

DF5434
Delaware Ave. & East 6th Street

DF 5501
Alabama & Texas Avenue

DF 5502
Alabama Avenue

DF 5504
Alabama Ave. & Tennessee Ave.

DF 5509
Memphis Street

NCO Academy
DF 5517 Sever Street

DF 5522
Nashville Ave. & Tennessee Avenue

DF 5601
8th Street & Texas Ave.

DF 5610
Augusta Avenue & Texas Avenue

DF 5640
Augusta Avenue & Texas Avenue

DF 5985
Doughboy Loop

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP I – MCGUIRE AFB, NJ. (Halvorsen Hall Dining Facility)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
Halvorsen Hall 2635 E. 2nd St. McGuire AFB, NJ 08641	7:00 A.M. – 10:00 A.M.	3 Deliveries Per Week on Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP I – MCGUIRE AFB, NJ. (Flight Kitchen)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
Flight Kitchen Bldg. 1706 McGuire Pax Terminal Mc Guire AFB, NJ. 08641 (Back Dock Area)	:00 A.M. - 9:00 A.M.	3 Deliveries Per Week on Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP I – MCGUIRE AFB, NJ. (Child Development Center I)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
CDC I West 3rd Street Bldg. 2430 Mc Guire AFB, NJ 08641	8:00 A.M.	2 Deliveries Per Week Mondays & Wednesdays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP I – MCGUIRE AFB, NJ. (Child Development Center II)

DELIVERY TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
Child Development Center II **2414 Tuskegee Airmen Ave.** **Mc Guire AFB, NJ. 08641**	**7:00 A.M.**	**3 Deliveries Per Week Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.**

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP I – MCGUIRE AFB, NJ. (School Age Prog./Youth Center)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
School Age Program 3830 E. Scott St. Mc Guire AFB, NJ. 08641	7:00 A.M.	3 Deliveries Per Week Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP II – FORT MONMOUTH, NJ. (TISA)

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
TISA Bldg. 1200 & Bldg. 1205 Ft. Monmouth, NJ. 07703	7:30 A.M. – 11:30 A.M.	2 Deliveries Per Week Tuesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP II – NAS LAKEHURST,NJ.

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
NAS Lakehurst Galley Bldg. 484 Lakehurst, NJ. 08733	7:00 A.M.	2 Deliveries Per Week Tuesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

SECTION "F" – DELIVERY SCHEDULE

GROUP II – EDISON JOB CORPS CENTER, NJ.

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
Edison Job Corp Center 500 Plainfield Ave. Edison, NJ. 08817	7:00 A.M.	3 Deliveries Per Week Mondays, Wednesdays & Fridays. No Deliveries on Sundays or National Legal Holidays.

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

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

**Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)

SECTION "F" – DELIVERY SCHEDULE

GROUP III – NWS EARLE LEONARDO, NJ.

DELIVER TO:	DELIVERY TIME:	FREQUENCY OF DELIVERY:
RSO Material Processing Center Bldg. R-22 Hwy 36 Leonardo, NJ. 07737	7:30 A.M. – 4:00 P.M.	2 – 3 Deliveries Per Week Mondays & Saturdays. No Deliveries on Sundays or National Legal Holidays.

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

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

****Please Note: All invoices must include the Contract Number, Call Number, Purchase Order Number & DoDAAC. (See Page ___ for further information)**

FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:

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

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

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

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

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

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

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

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

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

PACKAGING, PACKING, AND LABELING:

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

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

ALL INVOICES WILL BE SUBMITTED,AND PAYMENTS WILL BE MADE ELECTRONICALLY

Each delivery should be accompanied by the contractor's delivery ticket/invoice. Two copies (an original plus one) should accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

Each STORES order will contain the following information:

ALL INVOICES WILL BE SUBMITTED, AND PAYMENTS WILL BE MADE, ELECTRONICALLY

Each delivery should be accompanied by the contractor's delivery ticket/invoice. Two copies (an original plus one) should accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

Each STORES order will contain the following information:

1. **CONTRACT NUMBER** - i.e. SPM300-04-D-W###. This number will remain constant through the life of the contract. Note: The contract number will be different from the solicitation number. Do **not** use the solicitation number.

2. **CALL NUMBER** - i.e. 274B. This is the Julian date of the purchase order and a customer ID letter. This number will change every day, although the letter will remain consistent.

3. **LEAD CLIN NO.** - i.e. 008. This is the line item number on the purchase order.

4. **PURCHASE ORDER NUMBER** - i.e. M1115092743186. This number will change with every order.

5. **REQUIRED DELIVERY DATE (RDD)** - i.e. 10/4/04. This date should change with every order.

Each contractor is responsible for extracting the correct information from the STORES order for identification purposes and/or use on each invoice.

As paper invoices are no longer a viable option, invoices are required to be submitted in an electronic format.
Invoices should therefore be adjusted accordingly prior to submittal for shortages, retuns, etc in lieu of credits.

There are four different methods available to accomplish this as follows: (NOTE: If your company is not specifically EDI capable, please read ALL options as some create the invoice on the Internet)

1) Information can be exchanged electronically through ANSI X12 format. This requires the company to receive orders and send invoices electronically.

2) There are companies available for a fee who will turn flat files into EDI Invoices (810 transactions)

3) The DFAS implemented Web Invoicing System (WInS). WInS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to http://ecweb.dfas.mil/notes.html. This requires creating an invoice on the web and the invoice would be generated electronically to DFAS.

4) The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system is found on the DSCP web page for subsistence, http://www.dscp.dla.mil/subs/. The vendor will be issued a Userid and Password, after properly registering for this site. This application will allow the vendor to see the actual electronic receipts by the customers, for that particular contract(s) only. The vendor can review the receipt, and if in agreement will be able to submit the invoice. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed directly to the account manager, who will work at resolving the differences. Vendors will be able to wait until the receipt is adjusted or submit their invoices before the changes are made. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to be sent to the paying process at DLA.

ORDER PLACEMENT

A. Customers will place their orders to accommodate a "skip day" delivery (e.g. an order placed on 1 March would have a required delivery date of 3 March). Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day". OFFEROR MUST INDICATE EXCEPTION TO THIS REQUEST

B. The vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the vendor should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions.

C. STORES requires that pricing be fixed at the time the **order is placed**, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date. (For example, an order placed on Thursday, March 4 for delivery up to March 10 would be at the March 4 prices. From March 11 on it would be at the delivery prices.)

D. A substitute item must be of equal or higher technical quality and equal or lower in price.

E. Orders will be placed via EDI (STORES). Please provide contact information for order receipt/delivery location:

Point of Contact (Name and Telephone#) _____

Fax number for where orders are to be sent (if not EDI capable):
Area Code ( ) _____

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

_____

_____

_____

Phone Number: _____

Fax Number: _____

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) *North American Industry Classification System (NAICS) Code and Small Business Size Standard.*

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

(b) *Submission of Offers.*

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

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

(d) *Product Samples.*

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

(e) *Multiple Offers.*

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

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

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

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

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

52.212-1 (Continued)

(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.

(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.

52.212-1 (Continued)

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

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

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

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

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

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

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

52.212-1 (continued)

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

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

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

(k) Central Contractor Registration.

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

(l) Debriefing.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-1 (Continued)

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

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

1. **Paragraph (b),** *Submission of Offers*.
   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.
   X 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*.
   X Period of acceptance is 7 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*.
   X 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 2004) ALTERNATE I (APR 2002)

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

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

"Forced or Indentured Child Labor" means all work or service—

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

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

"Service-Disabled Veteran-Owned Small Business Concern"--

(1) Means a small business concern--

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

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

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

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

"Veteran-Owned Small Business Concern" means a small business concern--

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

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

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

"Women-Owned Small Business Concern" means a small business concern--

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

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

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

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

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

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

52.212-3 (Continued)

(3) *Taxpayer Identification Number* (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. 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.]

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).*

52.212-3 (Continued)

(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	Average Annual Gross Revenues
___50 or fewer	___$1 million or less
___51 - 100	___$1,000,001 - $2 million
___101 - 250	___$2,000,001 - $3.5 million
___251 - 500	___$3,500,001 - $5 million
___501 - 750	___$5,000,001 - $10 million
___751 - 1,000	___$10,000,001-$17 million
___Over 1,000	___Over $17 million

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

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124,104(c)(2); or

52.212-3 (Continued)

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

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

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

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

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

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

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

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

52.212-3 (Continued)

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

(1) *Previous Contracts and Compliance.*

The offeror represents that--

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

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.*

The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed $100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.*

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

(g) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.*

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

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

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

52.212-3 (Continued)

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

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

(1) Listed End Products.

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

(2) Certification.

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

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

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

ATTACHMENT TO 52.212-3

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

(a) *Definitions.*

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

(b) *Evaluation.*

The Government—

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

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

(c) *Certifications and Identification of Country of Origin.*

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

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

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

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

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

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

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

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance.*

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

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

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

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

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

(e) *Definitions.*

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

(f) *Excusable Delays.*

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

52.212-4 (continued)

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

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

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

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

(h) *Patent Indemnity*.

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

(i) *Payment*.

(1) Items Accepted.

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

(2) Prompt Payment.

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

(3) Electronic Funds Transfer (EFT).

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

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments.

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

(j) *Risk of Loss*.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*.

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

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

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination.

52.212-4 (continued)

The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause*.

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

(n) *Title*.

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

(o) *Warranty*.

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

(p) *Limitation of Liability*.

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

(q) *Other Compliances*.

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

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

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

(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.

52.212-4 (continued)

(t) Central Contractor Registration (CCR).

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

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

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

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

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL

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

1. **Paragraph (i),** Payment.

[ ] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

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

Add the following:

(5) Definitions. As used in this clause—

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

"Commercial and Government Entity (CAGE) Code" means—

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

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

52.212-4 (continued)

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

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

"Registered in the CCR Database" means that—

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

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

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

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

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

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

X (1)	**52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2)	**52.219-3**, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).
___ (3)	**52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___ (4)(i)	**52.219-5**, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
___ (4)(ii)	**Alternate I** (MAR 1999) of 52.219-5.
___ (4)(iii)	**Alternate II** (JUN 2003) of 52.219-5.
___ (5)(i)	**52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003)(15 U.S.C.644).
___ (5)(ii)	**Alternate I** (OCT 1995) of 52.219-6.
___ (6)(i)	**52.219-7**,Notice of Partial Small Business Set-Aside (JUN 2003)(15 U.S.C.644).
___ (6)(ii)	**Alternate I** (OCT 1995) of 52.219-7
___ (7)	**52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
___ (8)(i)	**52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
___ (8)(ii)	**Alternate I** (OCT 2001) of 52.219-9
___ (8)(iii)	**Alternate II** (OCT 2001) of 52.219-9
___ (9)	**52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
___ (10)(i)	**52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (10)(ii)	**Alternate I** (JUN 2003) of 52.219-23.
___ (11)	**52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (12)	**52.219-26**, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (13)	**52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
X (14)	**52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
X (15)	**52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
X (16)	**52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
X (17)	**52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X (18)	**52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
X (19)	**52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)..

52.212-5 (continued)

___ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (20)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

Paragraphs (21) through (23) are not applicable and have been deleted.

___ (24) **52.225-13**, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.

___ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).

_X_ (29) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

_X_ (33)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (33)(ii) **Alternate I** (APR 1984) of 52.247-64.

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

___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c)or (d) (See DoD Class Deviation Number 2000-00006).

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(d) *Comptroller General Examination of Record*.

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

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

52.212-5 (continued)

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

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

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

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246);

(iii) **52.222-35**, Equal Oportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

ATTACHMENT TO 52.212-5

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.21923). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

_____ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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

(a) *Definitions.*

As used in this clause--

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

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

(b) *Certification.*

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

52.212-4 (continued)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT

STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) DFARS

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

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

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

___ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_X_ **252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).

_X_ **252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

___ **252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
(__Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

___ **252.225-7021** Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).

___ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

___ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003)
(__Alternate I) (JAN 2004) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

___ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

___ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_X_ **252.232-7003** Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

252.212.7001 (continued)

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

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

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

ADDENDUM

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

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

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

ADDENDUM (Continued)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 04 Oct 04 through 01 Oct 05 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

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

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

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

OR

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

52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

ADDENDUM (Continued)

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03 Oct 05.

ADDENDUM (Continued)

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.dla.mil/j-3/j-336/icps.htm ***OR*** http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm.

ADDENDUM (Continued)

The clauses listed below are incorporated 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 all contract clauses may be accessed electronically at:
http://www.procregs.hq.dla.mil/icps.htm.

CLAUSE NUMBER	TITLE
52.215-5	FACSIMILE PROPOSALS (Oct 1997)
52.216-1	TYPE OF CONTRACT (Apr 1984) Insert Type of Contract – Firm Fixed Price, Indefinite Quantity with Economic Price Adjustment clause.
252.217-7017	TIME OF DELIVERY (Dec 1991) DFARS Paragraph (c): Insert 48 hours for Dairy Items
252.217-7018	CHANGE IN PLANT LOCATION – BAKERY AND DAIRY PRODUCTS (Dec 1991) DFARS
252.217-7019	SANITARY CONDITIONS (Dec 1991) ALTERNATE 1 (Dec 1991) DFARS
252.217-7025	CONTAINERS AND EQUIPMENT
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (APR 1984) (*Deviation)*
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.247-34	F.O.B. DESTINATION (Nov 1991)

FULL TEXT OF LOCAL PROVISIONS/CLAUSES
USED BY
THE DIRECTORATE OF SUBSISTENCE

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: _____
Title: _____
Telephone Number: _____

(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: _____

ADDENDUM (Continued)

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):

ADDENDUM (Continued)

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.

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

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.

ADDENDUM (Continued)

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.

52.211-9P36 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 (OCT 2003) 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.

[ ](d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement. If a copy of the agreement is requested, the contracting officer will furnish a DSCP Form 1780, Addendum to Subcontracting Agreement, for execution, signature and return by the offeror/prime contractor.

ADDENDUM (Continued)

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.

52.215-9P07 STATE MINIMUM PRICE REGULATION DSCP

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

52.216-9P04 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 reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement 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 (OCT 1995) DSCP

(a) Minimum Order.

When the government requires supplies or services covered by this contract in an amount of less than $25.00, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

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

ADDENDUM (Continued)

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.

ADDENDUM (Continued)

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

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

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

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

(1) Adjusting Price		
Base Skim Milk Price for Class I	$7.72 CWT X 0.965	$ 7.4498
Advanced Butterfat Pricing Factor	$0.9302 LB X 3.5	$ 3.2557
Class I Price		$10.7055
(2) Base Price		
Base Skim Milk Price for Class I	$7.72 CWT X 0.965	$ 7.4498
Advanced Butterfat Pricing Factor	$0.9854 LB X 3.5	$ 3.4489
Class I Price		$10.8987
(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)

ADDENDUM (Continued)

(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.

52.246-9P29 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.

ADDENDUM (Continued)

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) 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.

ADDENDUM (Continued)

(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 therefor; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

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

ADDENDUM (Continued)

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

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

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

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

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

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

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