

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO. _____	3. AWARD/EFFECTIVE DATE _____	4. ORDER NUMBER _____	5. SOLICITATION NUMBER _____	6. SOLICITATION ISSUE DATE _____
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME _____	b. TELEPHONE NUMBER (No collect calls) _____	8. OFFER DUE DATE/ LOCAL TIME _____
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9. ISSUED BY _____ CODE _____	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: _____ SIZE STANDARD: _____	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____	12. DISCOUNT TERMS _____
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			

15. DELIVER TO _____ CODE _____	16. ADMINISTERED BY _____ CODE _____
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17a. CONTRACTOR/OFFEROR _____ CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY _____ CODE _____
TELEPHONE NO. _____	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<div style="border: 1px solid yellow; padding: 5px; display: inline-block; margin: 2px;"> </div> <div style="border: 1px solid yellow; padding: 5px; display: inline-block; margin: 2px;"> </div> <div style="border: 1px solid yellow; padding: 5px; display: inline-block; margin: 2px;"> </div> <div style="border: 1px solid yellow; padding: 5px; display: inline-block; margin: 2px;"> </div> <div style="border: 1px solid yellow; padding: 5px; display: inline-block; margin: 2px;"> </div>				
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<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA _____	26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____
30b. NAME AND TITLE OF SIGNER (Type or print) _____	30c. DATE SIGNED _____
31b. NAME OF CONTRACTING OFFICER (Type or print) _____	31c. DATE SIGNED _____

**SP0300-04-R-M002**

**CAUTION NOTICE**

**THIS SOLICITATION FOR COMMERCIAL  
ITEMS IMPLEMENTS THE FEDERAL  
ACQUISITION STREAMLING ACT (FASA).**

**OFFERORS ARE CAUTIONED THAT  
AWARD UNDER THIS COMMERCIAL  
ITEM SOLICITATION MAY BE BASED  
ON INITIAL OFFERS RECEIVED.  
OFFERORS ARE THEREFORE ADVISED  
TO SUBMIT INITIAL OFFERS ACCORDINGLY.**

**CAUTION NOTICE**

**NOTICE TO OUR VALUED SUPPLIERS**

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

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

1. COMPLETE ALL "SCHEDULE" SHEETS (OFFERED PRICES)
2. COMPLETE "OFFEROR QUALIFICATIONS" LOCATED AT THE END OF EACH GROUP
3. COMPLETE THE FOLLOWING:

MAILING ADDRESS FOR PAYMENT	PAGE 33
PLACE OF PERFORMANCE	PAGE 34
AUTHORIZED NEGOTIATORS	PAGE 34
52.212-3	PAGES 40 THRU 45
252.212-7000	PAGE 47

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

**SUBMIT THE FOLLOWING:**

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

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

## CONTINUATION OF BLOCKS ON THE SF 1449

**Block 8** (Continued):

Offer due date and local time is: January 14, 2003 at 4:00PM, Phila, PA local time

**Block 9** (Continued):

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

- Address **Mailed Offer** To:

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

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

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

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

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

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

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

**BLOCK 10** (Continued)

This acquisition is:

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

**ITEMS TO BE PROCURED: MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS****GROUPS I & II**

**MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS FOR:** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

**GROUPS III & IV**

**MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS FOR:** Navy Ships, Pearl Harbor, HI

**GROUPS V & VI**

**MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS FOR:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

**EFFECTIVE PERIOD OF CONTRACT:**

Groups I Thru IV: February 15, 2004 thru May 28, 2005.

Groups V and VI: May 30, 2004 thru May 28, 2005.

**ORDERING:**

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 for Groups I thru IV from **February 15, 2004** through **May 28, 2005** and for Groups V and VI from **May 30, 2004** thru **May 28, 2005**.

*EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

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.

**ORDER LIMITATIONS:**

(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).

**MINIMUM/MAXIMUM QUANTITIES:**

The quantities shown in the schedule 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 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.

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

**NOTES:**

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

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

If repeated telephone calls to DSCP go unanswered, DSCP may be closed due to hazardous weather conditions, or other unusual circumstances. You can call the DSCP Hotline to confirm whether DSCP is open for business by calling (215) 737-DSCP(3772).

GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHOLE, WHITE</b>					
1.	Half Pint Product Code _____	8,300	1/2 PT	_____	_____
2.	Half Gallon Product Code _____	3,700	1/2 GL	_____	_____
3.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	600	GL	_____	_____
<b>MILK, LOWFAT, WHITE, 1%</b>					
4.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	11,300	GL	_____	_____
<b>MILK, REDUCED FAT, WHITE, 2%</b>					
5.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	200	GL	_____	_____

GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**MILK, SKIM (NONFAT), WHITE**

6.	Half Pint Product Code _____	8,300	1/2 PT	_____	_____
7.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	1,700	GL	_____	_____

**MILK, CHOCOLATE FLAVORED,  
LOWFAT, 1%**

8.	Half Pint Product Code _____	4,100	1/2 PT	_____	_____
9.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	5,100	GL	_____	_____

**CREAM, (NON-DAIRY) FRESH, LIGHT  
TABLE OR COFFEE CREAM, OR CREAM,  
ULTRA-PASTEURIZED**

10.	Individual Serving 3/8 Oz Specify Count Per Case _____ Product Code _____	30	CS	_____	_____
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GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
11.	Half Pint Product Code _____	100	1/2 PT	_____	_____
12.	Bulk, 3-5 Lb Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	4,900	LB	_____	_____
<b>COTTAGE CHEESE, <u>LOWFAT</u>, SMALL OR LARGE CURD</b>					
13.	2 To 5 Lb Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	6,500	LB	_____	_____
<b><u>YOGURT, LOW FAT CHILLED, ASSORTED FLAVORS</u></b>					
14.	6 or 8 oz Container Product Codes _____	29,500	CO	_____	_____

GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<p><b>JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHILLED</b> Specify Type Offered_____</p>					
15.	6 or 8 oz Container Product Code_____	19,200	CO	_____	_____
<p><b>FRUIT FLAVORED DRINK, CHILLED ASSORTED FLAVORS</b></p>					
16.	Half Pint Product Codes_____	14,000	1/2 PT	_____	_____
17.	Pint Product Codes_____	6,100	PT	_____	_____
<p><b>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>VANILLA</u></b></p>					
18	Half Gallon Product Code_____	2,200	1/2 GL	_____	_____
<p><b>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>CHOCOLATE</u></b></p>					
19.	Half Gallon Product Code_____	1,900	1/2 GL	_____	_____

GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>EGG NOG (In Season)</b>					
20.	Quart Product Code_____	200	QT	_____	_____

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

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

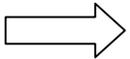
Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

**NOTES:**

Line Items 12 And 13 Will Be Evaluated And Awarded By The "Pound". Ordering And Billing Should Be Done Using The Price Per Package. Line Items 14 and 15 will be evaluated by the ounce if deemed necessary.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:



\_\_\_\_\_

GROUP II **ICE CREAM PRODUCTS** - Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**ICE CREAM, REGULAR, VANILLA  
10% MF MIN**

21.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	120	GL	_____	_____
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22.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	10	GL	_____	_____
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**ICE CREAM, REGULAR, CHOCOLATE,  
FRUIT, NUTS OR OTHER BULKY FLAVORS  
8% MF MIN**

23.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	120	GL	_____	_____
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24.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	20	GL	_____	_____
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GROUP II **ICE CREAM PRODUCTS** -Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<b>SHERBET, REGULAR</b>				
25.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	10	GL	_____	_____
	<b>NOVELTIES, MIN 2 ½ FL OZ</b>				
26.	<b>COATED ICE CREAM BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	30	DZ	_____	_____
27.	<b>ICE BAR CONFECTION</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	80	DZ	_____	_____
28.	<b>SHERBET/ICE CREAM BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	30	DZ	_____	_____
29.	<b>FROZEN FUDGE BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	30	DZ	_____	_____

GROUP II **ICE CREAM PRODUCTS** - Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<b>NOVELTIES, MIN 2 1/2 FL OZ</b>				
30.	<b>ICE CREAM SANDWICH</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	60	DZ	_____	_____
31.	<b>ICE CREAM CONE PREFORMED</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	100	DZ	_____	_____

ESTIMATED TOTAL GROUP II \_\_\_\_\_

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

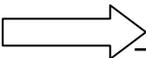
NOTES:

Line Items 22, 24 and 25, will Be Evaluated And Awarded By The "Gallon". Ordering And Billing Should Be Done Using The Price Per Package.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:

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\_\_\_\_\_



GROUP III **MILK AND MILK PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHOLE, WHITE</b>					
32.	Half Pint Product Code_____	6,800	1/2 PT	_____	_____
33.	Bulk, 3-7 GI Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	800	GL	_____	_____
<b>MILK, LOWFAT, WHITE, 1%</b>					
34.	Bulk, 3-7 GI Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	43,400	GL	_____	_____
<b>MILK, SKIM (NONFAT), WHITE</b>					
35.	Half Pint Product Code_____	5,300	1/2 PT	_____	_____
<b>MILK, SKIM (NONFAT), WHITE</b>					
36.	Bulk, 3-7 GI Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	600	GL	_____	_____

GROUP III **MILK AND MILK PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, CHOCOLATE FLAVORED, <u>LOWFAT, 1%</u></b>					
37.	Half Pint Product Code_____	4,400	1/2 PT	_____	_____
38.	Bulk, 3-7 Gl Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	12,400	GL	_____	_____
<b>HALF AND HALF, FRESH OR ULTRA-PASTEURIZED</b> Specify Type Offered_____					
39.	Quart Product Code_____	100	QT	_____	_____
<b>EGGNOG (IN SEASON)</b>					
40.	Quart Product Code_____	200	QT	_____	_____
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
41.	Half Pint Product Code_____	1,200	1/2 PT	_____	_____

GROUP III **MILK AND MILK PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**SOUR CREAM, CULTURED OR ACIDIFIED**

42.	Pint Product Code_____	850	PT	_____	_____
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43.	Bulk, 3-5 Lb Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	11,400	LB	_____	_____
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**COTTAGE CHEESE, LOWFAT, SMALL OR LARGE CURD**

44.	2 To 5 Lb Pkg Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	5,800	LB	_____	_____
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**YOGURT, LOWFAT CHILLED ASSORTED FLAVORS**

45.	6 or 8 oz Container Product Codes_____	56,300	CO	_____	_____
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**FRUIT FLAVORED DRINK, CHILLED ASSORTED FLAVORS**

46.	Half Pint Product Codes_____	200	1/2 PT	_____	_____
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GROUP III **MILK AND MILK PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**FRUIT FLAVORED DRINK, CHILLED ASSORTED FLAVORS**

47.	Pint Product Codes _____	1,000	PT	_____	_____
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**ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, VANILLA**

48.	Half Gallon Product Code _____	100	1/2 GL	_____	_____
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**ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, CHOCOLATE**

49.	Half Gallon Product Code _____	120	1/2 GL	_____	_____
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Estimated Total Group III \_\_\_\_\_

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

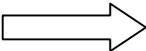
**NOTES:**

Line Items 43 and 44 will be evaluated and Awarded By The "Pound". Ordering And Billing Should Be Done Using The Price Per Package. Line Item 45 will be evaluated by the ounce if deemed necessary.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:

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



GROUP IV **ICE CREAM PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**ICE CREAM, REGULAR, VANILLA  
10% MF MIN**

50.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	1,200	GL	_____	_____
51.	Half Gallon Product Code _____	20	1/2 GL	_____	_____
52.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	20	GL	_____	_____

**ICE CREAM, REGULAR, CHOCOLATE,  
FRUIT, NUTS OR OTHER BULKY FLAVORS  
8% MF MIN**

53.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	2,400	GL	_____	_____
54.	Half Gallon Product Code _____	80	1/2 GL	_____	_____
55.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	30	GL	_____	_____

GROUP IV **ICE CREAM PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>SHERBET, REGULAR</b>					
56.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	100	GL	_____	_____
<b>NOVELTIES, MIN 2 1/2 FL OZ</b>					
57.	<b>COATED ICE CREAM BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	20	DZ	_____	_____
58.	<b>ICE BAR CONFECTION</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	420	DZ	_____	_____
59.	<b>FROZEN FUDGE BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	20	DZ	_____	_____
60.	<b>ICE CREAM SANDWICH</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	220	DZ	_____	_____

GROUP IV **ICE CREAM PRODUCTS** Navy Ships, Pearl Harbor, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>NOVELTIES, MIN 2 ½ FL OZ</b>					
61.	<b>ICE CREAM CONE PREFORMED</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	1,100	DZ	_____	_____

Estimated Total Group IV \_\_\_\_\_

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

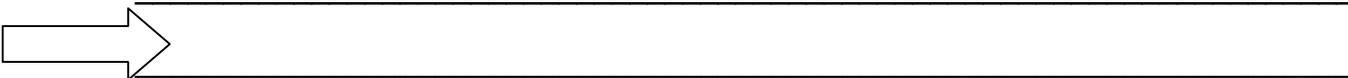
Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

**NOTES:**

Line Item 52 and 55 Will Be Evaluated And Awarded By The "Gallon". Ordering And Billing Should Be Done Using The Price Per Package. Line item 45 be evaluated by the ounce if deemed necessary.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:



GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, WHOLE</b>					
62.	Half Pint Product Code _____	28,100	1/2 PT	_____	_____
63.	Half Gallon Product Code _____	800	1/2 GL	_____	_____
<b>MILK, WHITE, LOWFAT 1%</b>					
64.	Half Pint Product Code _____	60,800	1/2 PT	_____	_____
65.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	7,200	GL	_____	_____
<b>MILK, WHITE, REDUCED FAT, 2%</b>					
66.	Quart Product Code _____	400	QT	_____	_____
67.	Gallon Product Code _____	1,500	GL	_____	_____

GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and  
Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILK, WHITE, SKIM (NONFAT)</b>					
68.	Half Pint Product Code_____	38,600	1/2 PT	_____	_____
69.	Bulk, 3-7 GI Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	4,600	GL	_____	_____
<b>MILK, CHOCOLATE FLAVORED, <u>LOWFAT, 1%</u></b>					
70.	Half Pint Product Code_____	21,900	1/2 PT	_____	_____
71.	Bulk, 3-7 GI Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	5,000	GL	_____	_____
<b>CREAM, FRESH, HEAVY WHIPPING OR CREAM, ULTRA-PASTEURIZED</b>					
72.	Half Pint Specify Type Offered_____ Product Code_____	400	1/2 PT	_____	_____

GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>SOUR CREAM, CULTURED OR ACIDIFIED</b>					
73.	Half Pint Product Code _____	300	1/2 PT	_____	_____
74.	Bulk, 3 to 5 Lb Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	3,200	LB	_____	_____
<b>BUTTERMILK, ACIDIFIED OR CULTURED</b>					
75.	Quart Product Code _____	200	QT	_____	_____
<b>COTTAGE CHEESE, <u>LOWFAT</u>, SMALL OR LARGE CURD</b>					
76.	2 To 5 Lb Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	8,900	LB	_____	_____
77.	8 to 16 oz pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	7,500	LB	_____	_____

GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>COTTAGE CHEESE, CREAMED, REGULAR SMALL OR LARGE CURD</b>					
78.	8 to 16 oz Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	120	LB	_____	_____
<b><u>YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS</u></b>					
79.	6 or 8 oz Container Product Codes _____	54,500	CO	_____	_____
<b><u>YOGURT, NONFAT, CHILLED, ASSORTED FLAVORS</u></b>					
80.	Quart Product Codes _____	200	QT	_____	_____
<b>JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHILLED</b>					
81.	6 or 8 oz Container Specify Size Offered _____ Product Code _____	9,900	CO	_____	_____
82.	Half Gallon Product Code _____	400	1/2 GL	_____	_____

GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>FRUIT FLAVORED DRINK, CHILLED ASSORTED FLAVORS</b>					
83.	Half Pint Product Codes _____	9,800	1/2 PT	_____	_____
<b>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>VANILLA</u></b>					
84.	Half Gallon Product Code _____	4,600	1/2 GL	_____	_____
<b>ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>CHOCOLATE</u></b>					
85.	Half Gallon Product Code _____	3,100	1/2 GL	_____	_____
<b>WHIPPED TOPPING, NON-DAIRY AEROSOL CAN</b>					
86.	Min 11 Oz. Max 15 Oz Container Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	700	CO	_____	_____

GROUP V **MILK AND MILK PRODUCTS:** Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>EGGNOG (IN SEASON)</b>					
87.	Quart Product Code_____	200	QT	_____	_____

**COFFEE CREAMER, INDIVIDUAL SERVING  
3/8 TO 5/8 OZ SIZE**

88.	Case *Cost Per Ounce_____ *Evaluation Will Be Done On A Cost Per Ounce Basis Using 95,000 Ounces For A 5/8 Oz Individual Serving Container Specify Serving Size Offered _____ Product Code_____	50	CS	_____	_____
-----	--	----	----	-------	-------

Estimated Total Group V \_\_\_\_\_

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

**NOTES:**

Line Items 74 and 76 thru 78 Will Be Evaluated And Awarded By The "Pound". Ordering And Billing Should Be Done Using The Price Per Package. Line Item 79 and 81 will be evaluated by the ounce if deemed necessary.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:

\_\_\_\_\_

\_\_\_\_\_

GROUP VI **Ice Cream Products** – Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>ICE CREAM, REGULAR, VANILLA 10% MF MIN</b>					
89.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	30	GL	_____	_____
90.	3, 4, or 5 FL Oz Cup Specify Size Offered _____ Specify Price Per Co _____ Product Code _____ (Conversion 128 Oz to Gl)	150	GL	_____	_____
<b>ICE CREAM, REGULAR, CHOCOLATE, FRUIT, NUTS OR OTHER BULKY FLAVORS 8% MF MIN</b>					
91.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	60	GL	_____	_____
92.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	500	GL	_____	_____
<b>SHERBET, REGULAR</b>					
93.	3, 4, or 5 Fl Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to Gl)	60	GL	_____	_____

GROUP VI **Ice Cream Products** – Hickam AFB; Schofield Barracks and  
Tripler AMC Hawaii (Troop Issue).

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>NOVELTIES, MIN 2 ½ FL OZ</b>					
94.	<b>COATED ICE CREAM BAR</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	150	DZ	_____	_____
95.	<b>ICE BAR CONFECTION</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	40	DZ	_____	_____
96.	<b>ICE CREAM SANDWICH</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	200	DZ	_____	_____
97.	<b>ICE CREAM CONE PREFORMED</b> Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	520	DZ	_____	_____

ESTIMATED TOTAL GROUP VI \_\_\_\_\_

Phone Number Where Orders Are To Be Place: \_\_\_\_\_

Fax Number Where Orders Are To Be Sent: \_\_\_\_\_

NOTES: Line Items 90, 92 and 93 Will Be Evaluated And Awarded By The “Gallon”. Ordering And Billing Should Be Done Using The Price Per Package.

Government Qualifications: All Items To Be Awarded Will Be Awarded To One Offeror.

Offeror Qualifications: Cite Any Contingent Factors Upon Which Your Offer Is Submitted:

\_\_\_\_\_

\_\_\_\_\_



**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 there under.

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

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

The customers will be able to add additional milk and ice cream items to this contract after the date of award. The price of the item must be determined by the Contracting Officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract. In any case, these items **MAY NOT** increase the original dollar value of the contract by more than 25%

**\*\*ADDITIONAL CUSTOMERS\*\***

Additional DoD and Non-DoD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan. The additional customer(s) can not increase the dollar value of the contract by more than 25% in total.

**BULK MILK CONTAINERS**

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

**BULK MILK CONTAINERS - SHIPS ONLY**

Bulk milk/juice items for US Navy vessels are restricted to a single service dispenser container (polyethylene bag) in a single service shipping case (wax impregnated cardboard **FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:**

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 there under.

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

**DELIVERY SCHEDULE****ALL DELIVERIES EXCLUDE NATIONAL HOLIDAYS.**

A DELIVERY TICKET WILL ACCOMPANY EACH DELIVERY CITING ORDER NUMBER. THE DELIVERY TICKET WILL BE ITEMIZED, SHOW UNIT PRICES, BE EXTENDED AND TOTALED.

FREQUENCY, LIMITATIONS & TIME OF DELIVERY: Six (6) Deliveries Per Week, Monday Thru Saturday Between 6:00AM and 9:00AM

**GROUPS I & II****MARINES**

Anderson Hall, Building 1089, Kaneohe Bay, Oahu. (M00318)  
Child Development Center (YX400A)

**NAVY LAND BASED ACTIVITIES**

Pearl Harbor Naval Station Galley (**N62813**)  
NSGA Kunia (**N43456**)  
Naval Magazine, Building 693 General Mess, 600 Barrack Rd.  
West Loch Branch, EWA Beach, Lualualei (**N68297**)  
NAVCOM, East PAC General Mess, Building 3, Wahiawa (**N00950**)

**COAST GUARD**

USCG Air Station Barbers Point (**Z20255**)  
USCGC Rush (**Z11409**)  
USCGC Walnut (**Z15245**)  
USCGC Jarvis (**Z11411**)  
USCG ISC Honolulu Base Galley (**Z47810**)

**GROUPS III & IV****NAVY SHIPS:**

Alongside MSCO, USN Vessels Docked at Honolulu Piers, Peal Harbor.  
Ford Island and West Lock

**DELIVERY SCHEDULE**

**GROUPS V & VI**

**HICKAM AFB**

Hale Aina Dinning Facility, (FT9128)

Mokulele Flight Kitchen, Bldg 2037, Next To Amc Terminal (FT9129)

154 Hawaii Air National Guard, Bldg 3417, Harbor Drive (FT6580)

Child Development and Youth Centers

BLDGS: 1597(FT9459) 1654(FT9461) 1135(FT9462) 623(FT9460)

Child Development Center (Main and West) 2 Days, Tuesday and Thursday

Child Development Center (Harbor) 1 Day, Monday

School Age Program 2 Days, Monday and Thursday

Summertime:Everyday

**SCHOFIELD BARRACKS**

HHC a VN BDE Wheeler Army Air Field (000101)

125<sup>th</sup> Sign BN Dining Facility (000102)

HQ CO USAG-HI Fort Shafter (000103)

NCO Academy, Bldg 6056, East Range Wahiawa (000104)

QUAD E, Bldg 550, Foote Ave. (000106)

QUAD F, Bldg 650, Foote Ave. (000107)

2<sup>nd</sup> Brigade Dining Facility (000108)

J QUAD Dining Facility (000109)

65<sup>th</sup> Engr BN Dining Facility (000111)

A QUAD Dining Facility (000114)

TISA, Bldg 2071, Lyman Rd. (PX3JP3)

**Tripler Army Medical Ctr. (WX3JN9)**

**CONTRACT ADMINISTRATION DATA**

**RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S):**

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

**DELIVERY INVOICES**

The following information must appear on all invoices submitted to DFAS Columbus, Ohio

1. Ship to address
2. Bill to address
3. DODAAC (customer identification code alpha/numeric)
4. Contract number
5. Purchase order number
6. Call number
7. Copy of order
8. Item description (should be explicit enough that there can be no confusion as to what item delivered.
9. Clin (contract line item numbers)
10. Government national stock number (nsn) or local stock number (lsn)
11. Actual order quantity delivered or not delivered.-both number of pounds and Packages (based on government unit of issue.)

**MAIL INVOICES TO/PAYMENT WILL BE MADE BY:**

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

**MAILING ADDRESS FOR PAYMENT (FOR PAYMENT MADE BY OTHER THAN EFT)**

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

➔ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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: \_\_\_\_\_

**PLACE OF PERFORMANCE**

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

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

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business Size Status
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**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)****(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. **SEE ADDENDUM**

**(d) Product Samples.**

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

**(e) Multiple Offers.**

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

**52.212-1 (continued)****(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

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

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

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

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

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

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

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

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

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

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

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

**(h) Multiple Awards**.

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

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

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

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

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

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

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

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

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

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

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

**52.212-1 (continued)**

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

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

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

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

**(k) Central Contractor Registration.**

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

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

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

**1. Paragraph (b), Submission of Offers.**

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

Faxed offers are NOT authorized for this solicitation.

Faxed offers are authorized for this solicitation.

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

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

Period of acceptance is 90 calendar days.

**3. Paragraph (e), Multiple Offers.**

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

**4. Paragraph (h), Multiple Awards.**

The Government intends to make one award per group.

Offers may be submitted for quantities less than those specified.

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)

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

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**52.212-3 (continued)**

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

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

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common Parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract 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.

52.212-3 (continued)

(4) Small Disadvantaged Business Concern.

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

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

(5) Women-Owned Small Business Concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

Offeror represents as follows:

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

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

(Check one of the following):

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

**52.212-3 (continued)**

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

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

(i) *General.*

The offeror represents that either--

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

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

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

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

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

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

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

**52.212-3 (continued)**

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

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

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American  
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American  
(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American  
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

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

**(1) Previous Contracts and Compliance.**

The offeror represents that--

- (i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It  has,  has not, filed all required compliance reports.

**(2) Affirmative Action Compliance.**

The offeror represents that--

- (i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

**(f) Buy American Act Certificate.**

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

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

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

52.212-3 (continued)

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

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

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

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

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

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

(1) Listed End Products.

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

(2) Certification.

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

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

252.225-7000 BUY  
BALANCE OF  
PROGRAM

ATTACHMENT TO 52.212-3

AMERICAN ACT--  
PAYMENTS

**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)
_____	_____
_____	_____
_____	_____
_____	_____

**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 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 Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

**(c) Changes.**

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

**(d) Disputes.**

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

**(e) Definitions.**

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

**(f) Excusable Delays.**

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

**(g) Invoice.**

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

## 52.212-4 (continued)

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

## 52.212-4 (continued)

## (5) Overpayments.

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

(j) Risk of Loss.

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

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

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

(k) Taxes.

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

(l) Termination for the Government's Convenience.

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

## 52.212-4 (continued)

**(q) Other Compliances.**

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

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

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

**(s) Order of Precedence.**

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

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

**(t) Central Contractor Registration (CCR).**

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

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

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

## 52.212-4 (continued)

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.

**ADENDUM 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 1<sup>st</sup> 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”.

“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 (OCT 2003)[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:

- (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).

52.212-5 (continued)

- \_\_\_ (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- X  (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X  (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- X  (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X  (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X  (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (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).
- X  (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- \_\_\_ (33)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. 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.).

## 52.212-5 (continued)

- \_\_\_ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining 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.

(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 Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);**

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 93);

(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.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE  
ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) DFARS

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015** 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 (AUG 2003) (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).

**252.212-7001 (continued)**

- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) ( Alternate I) (APR 2003) (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).
- 252.232-7003** Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) ( Alternate I) (MAR 2000) ( Alternate II) (MAR 2000) ( 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).

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

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

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

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

“Contingency Operation” means a military operation that—

**52.212-9000 (continued)**

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

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

<b><u>ADDENDUM</u></b>
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The following **ADDITIONAL CLAUSES** are set forth in **FULL TEXT**:

**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>.

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

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 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 No. 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.

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

**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>.

**52.209-9P07 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 that are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

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

(a) *Food Establishments.*

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

**52.246-9P31 cont'd**

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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(b) Delivery Conveyances

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