

SP0300-03-R-M007

CAUTION NOTICE

Copies of this solicitation can be found on the DLA Procurement Gateway at <http://progate.daps.mil/home> or Federal Business Opportunities at www.fedbizopps.gov. Solicitations will not be mailed to our contractors. This notice will be the only document you will receive to notify you of the upcoming availability of the solicitation. It will be incumbent on you to obtain the advertised solicitation from our Procurement Gateway.

From the Gateway Homepage, select "Search RFPs" from the left-hand sidebar. Then choose the RFP you wish to view. You must be registered in order to download RFPs. If you are not, you will be directed to register at time of download. RFPs are in portable document format (PDF). In order to download and view these documents you will need the latest version of Adobe Acrobat Reader.

This software is available free at <http://www.adobe.com>.

SP0300-03-R-M007

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

SP0300-03-R-M007

CAUTION NOTICE

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

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

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

Call Number – Julian Date of the Purchase Order

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

Purchase Order Number

Required Delivery Date (RDD) – Date of Delivery

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

Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 45	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-03-R-M007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Elizabeth DiFrancesco				b. TELEPHONE NUMBER (No collect calls) (215) 737-3470	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTOR OF SUBSISTENCE BLDG 6 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5092		CODE SP0300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO HICKHAM AFB, HI; SCHOFIELD BARRACKS, HI; TRIPLER ARMY MEDICAL CENTER, HI		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY SEE PAGE 14 CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		MILK, MILK PRODUCTS AND ICE CREAM					
		CONTRACT PERIOD: June 01, 2003-May 29, 2004					
		<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK _____), 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	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued):

Offer due date and local time is: April 25 2003 at 3:00PM, 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 ICE CREAM PRODUCTS**REQUIREMENTS FOR:**

- GROUP I Milk and Milk Products - Hickam AFB, Schofield Barracks, Air Mobility Command and Tripler Army Medical Center Hawaii
- GROUP II Ice Cream Products - Hickam AFB, Schofield Barracks, and Tripler Army Medical Center, Hawaii

EFFECTIVE PERIOD OF CONTRACT:

June 1, 2003 through May 29, 2004

MINIMUM/MAXIMUM QUANTITIES:

The quantities shown in the schedule represent the estimated quantities 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 that can be ordered under the contract is 25% over the estimated contract dollar amount.

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(3727).

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
MILK, WHITE, WHOLE					
1.	Half Pint Product Code _____	42,500	1/2 Pt	_____	_____
2.	Half Gallon Product Code _____	2,300	1/2 Gt	_____	_____
3.	Bulk, 3-7 Gt Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	100	Gt	_____	_____
MILK, WHITE, LOWFAT 1% MF					
4.	Bulk, 3-7 Gt Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	18,700	Gt	_____	_____
5.	Half Pint Product Code _____	135,000	1/2 Pt	_____	_____
MILK, WHITE, REDUCED FAT, 2% MF					
6.	Half Pint Product Code _____	1,300	1/2 Pt	_____	_____

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

<u>ITEM</u> <u>NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
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MILK, WHITE, REDUCED FAT, 2% MF

- | | | | | | |
|----|-----------------------------------|-------|----|--------------|-------|
| 7. | Quart
Product Code _____ | 600 | Qt | _____ | _____ |
| 8. | Half Gallon
Product Code _____ | 500 | GL | 1/2
_____ | _____ |
| 9. | Gallon
Product Code _____ | 4,400 | GL | _____ | _____ |

MILK, WHITE, SKIM (NONFAT)

- | | | | | | |
|-----|---|--------|-----------|-------|-------|
| 10. | Half Pint
Product Code _____ | 77,300 | 1/2
Pt | _____ | _____ |
| 11. | Bulk, 3-7 GI Co
Specify Size Offered _____
Specify Price Per Co _____
Product Code _____ | 13,300 | GI | _____ | _____ |

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

- | | | | | | |
|-----|---------------------------------|--------|-----------|-------|-------|
| 12. | Half Pint
Product Code _____ | 56,000 | 1/2
Pt | _____ | _____ |
|-----|---------------------------------|--------|-----------|-------|-------|

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

ITEM NO.	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
MILK, CHOCOLATE FLAVORED, LOWFAT, 1%					
13.	Bulk, 3-7 GI Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	10,700	GI	_____	_____
CREAM, FRESH, HEAVY WHIPPING OR CREAM, ULTRA-PASTEURIZED					
14.	Pint Specify Type Offered _____ Product Code _____	700	Pt	_____	_____
SOUR CREAM, CULTURED OR ACIDIFIED					
15.	Half Pint Product Code _____	600	1/2 Pt	_____	_____
16.	Bulk, 3 to 5 Lb Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	7,300	Lb	_____	_____
BUTTERMILK, ACIDIFIED OR CULTURED					
17.	Quart Product Code _____	500	Qt	_____	_____

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center

ITEM NO.	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
COTTAGE CHEESE, <u>LOWFAT</u>, SMALL OR LARGE CURD					
18.	2 To 5 Lb Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	10,000	Lb	_____	_____
19.	8 to 16 oz pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	7,500	Lb	_____	_____
COTTAGE CHEESE, CREAMED, REGULAR SMALL OR LARGE CURD					
20.	8 to 16 oz Pkg Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	500	Lb	_____	_____
<u>YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS</u>					
21.	Half Pint Various Product Codes _____	90,900	1/2 Pt	_____	_____
<u>YOGURT, NONFAT, CHILLED, ASSORTED FLAVORS</u>					
22.	Quart Various Product Codes _____	300	Qt	_____	_____

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHILLED					
23.	6 or 8 oz Container Specify Size Offered _____ Product Code _____	33,800	Co	_____	_____
24.	Half Gallon Product Code _____	1,000	1/2 GI	_____	_____
FRUIT FLAVORED DRINK, CHILLED ASSORTED FLAVORS					
25.	Half Pint Product Code _____	35,300	1/2 Pt	_____	_____
ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>VANILLA</u>					
26.	Half Gallon Product Code _____	11,200	1/2 GI	_____	_____
ICE MILK MIX, FRESH, LIQUID, SOFT SERVE, <u>CHOCOLATE</u>					
27.	Half Gallon Product Code _____	2,300	1/2 GI	_____	_____

GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

ITEM NO.	<u>SUPPLIES/SERVICES</u>	EST <u>QTY</u>	<u>UNIT</u>	UNIT <u>PRICE</u>	<u>AMOUNT</u>
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**MILK SHAKE MIX, FRESH, LIQUID,
VANILLA (FOR USE WITH MILK SHAKE
MACHINES**

28.	Half Gallon Product Code _____	100	1/2 Gl	_____	_____
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**MILK SHAKE MIX, FRESH, LIQUID,
CHOCOLATE (FOR USE WITH MILK SHAKE
MACHINES**

29.	Half Gallon Product Code _____	100	1/2 Gl	_____	_____
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**WHIPPED TOPPING, NON-DAIRY
AEROSOL CAN**

30.	Min 11 Oz. Max 15 Oz Container Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	1,100	Co	_____	_____
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EGGNOG (IN SEASON)

31.	Quart Product Code _____	400	Qt	_____	_____
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GROUP I **MILK AND MILK PRODUCTS** - Hickam AFB, Schofield Barracks, Air Mobility Command (Hickam AFB) Tripler Army Medical Center, HI

<u>ITEM</u>	<u>EST</u>	<u>UNIT</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<u>NO.</u> <u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>PRICE</u>	<u>AMOUNT</u>

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

32.	Case	500	Cs		
	*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 _____				

CREAM CHEESE, FRESH

33	3 Lb Container	2,100	Lb		
	Product Code _____				

Estimated Total Group I _____

Order Placement Telephone Number And Fax Number: _____

NOTES:

Line Items 16, 18, 19 And 20 Will Be Evaluated And Awarded By The "Pound". 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:

➔ _____

GROUP II **Ice Cream Products** – Hickam AFB, Schofield Barracks, and Tripler Army Medical Center, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
ICE CREAM, REGULAR, VANILLA 10% MF MIN					
34.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	20	GI	_____	_____
35.	3, 4, or 5 FL Oz Cup Specify Size Offered _____ Specify Price Per Co _____ Product Code _____ (Conversion 128 Oz to GI)	400	GL	_____	_____
ICE CREAM, REGULAR, CHOCOLATE, FRUIT, NUTS OR OTHER BULKY FLAVORS 8% MF MIN					
36.	Bulk, 2 1/2 or 3 Gal Co Specify Size Offered _____ Specify Price Per Co _____ Product Code _____	40	GI	_____	_____
37.	3, 4, or 5 FI Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to GI)	500	GL	_____	_____
38.	SHERBET, REGULAR 3, 4, or 5 FI Oz Cup Specify Size Offered _____ Specify Count Per Pkg _____ Specify Price Per Pkg _____ Product Code _____ (Conversion 128 Oz to GI)	100	GI	_____	_____

GROUP II **Ice Cream Products** – Hickam AFB, Schofield Barracks, and Tripler Army Medical Center, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
NOVELTIES, MIN 2 ½ FL OZ					
39.	COATED ICE CREAM BAR Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	150	DZ	_____	_____
40.	ICE BAR CONFECTION Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	40	DZ	_____	_____
41.	SHERBET/ICE CREAM BAR Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	40	DZ	_____	_____
42.	FROZEN FUDGE BAR Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	200	DZ	_____	_____
43.	ICE CREAM SANDWICH Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	400	DZ	_____	_____
44.	ICE CREAM CONE PREFORMED Specify Count Per Pkg: _____ Specify Price Per Pkg: _____ Product Code _____	400	Dz	_____	_____

GROUP II **Ice Cream Products** – Hickam AFB, Schofield Barracks, and Tripler Army Medical Center, HI

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
45.	SHERBET, REGULAR Half Gallon Various Product Codes _____	50	1/2 GI	_____	_____

ESTIMATED TOTAL GROUP II _____

Order Placement Telephone Number And Fax Number: _____

NOTES:

Line Items 35, 37 And 38 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:



A delivery ticket will accompany each delivery, citing order number. The delivery ticket will be itemized, show unit prices, be extended and totaled. All deliveries exclude national legal holidays unless otherwise indicated.

GROUPS I and II

Hickam AFB, Schofield Barracks, Air Mobility Command, and Tripler Army Medical Center

HICKAM AFB, HI

In Flight Kitchen
Bldg. 2037

Hale Aina Dining Facility
Bldg. 1860

154 Hawaii Air National Guard
Bldg. 3417

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

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

Time of Delivery: Between 0600 and 0900 Hours.

SCHOFIELD BARRACKS, HI

HHC A VN BDE Wheeler Army Airfield (000101)

2nd Brigade Dining Facility (000108)

125th SIG BN Dining Facility (000102)

J Quad Dining Facility (000109)

HQ CO USAG-HI Fort Shafter (000103)

65th ENGR BN Dining Facility (000111)

NCO Academy (000104)

A Quad Dining Facility (000114)

E Quad Dining Facility (000106)

Tripler Nutritional Care Div (000401)

F Quad Dining Facility (000107)

TISA Warehouse Dining Fac (PX3JP3)

Pohakuloa Training Area (PRTISA)

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

DELIVERIES TO SHIPS

Due to fluctuating arrival and/or departure schedules, ships may require delivery of products within a specific time frame. The Ordering Officer will advise the contractor of any special delivery requirements when placing orders, and the contractor will comply with the request. Deliveries ARE NOT required to be made outside the "time of delivery" specified unless agreed to between contractor and customer.

In the event contractor cannot deliver because a ship has moved or sailed and the contractor was not notified, or for other reason, the contractor incurs transportation expenses due to such non-delivery or re-delivery, it is agreed that the Government will reimburse the contractor for those transportation and non-delivery or re-delivery related expenses so incurred.

CONTRACT ADMINISTRATION DATA**MAIL INVOICES TO/PAYMENT WILL BE MADE BY:**

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

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), Egnog 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 box) only.

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

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

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

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

(c) *Period for Acceptance of Offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. **SEE ADDENDUM PAGE 37**

(d) *Product Samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing. **SEE ADDENDUM PAGE 37**

(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 PAGE 37**

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 4:30PM, 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 identify of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

52.212-1 (continued)

(h) *Multiple Awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. **SEE ADDENDUM PAGE 37**

(i) *Availability of Requirements Documents Cited in the Solicitation*. (1) 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 the General Services Administration, 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 by telephone at (215) 697-2667/2179 or through the DoDSSP Internet site at <http://assist.daps.mil>.

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2002) ALTERNATE I (APR 2002) AND ALTERNATE II (OCT 2000)

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

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

“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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government.

➔ (4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or Local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

➔ (5) *Common Parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

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

➔ (1) *Small business concern.*

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

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

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

➔ (3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)

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

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

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

52.212-3 (continued)



(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.



(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, is not a women-owned business concern.

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

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

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

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

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

Offeror represents as follows:

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

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

(Check one of the following):

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

52.212-3 (continued)

(9) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concern, 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 identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

Alternate II (iii) *Address.* The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address", as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address 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

52.212-3 (continued)

(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.

Alternate I (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) (*The offeror shall check the category in which its ownership falls*):

Black American.

Hispanic American.

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

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the 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 either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; 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 (NAFTA) Israeli Trade Act - Balance of Payments Program Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

52.212-3 (continued)

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



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



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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)*(a) Inspection/Acceptance.*

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

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment due 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--

- (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;

52.212-4 (continued)

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

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

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

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

(j) *Risk of Loss.*

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

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

(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

52.212-4 (continued)

terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed, or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

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

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

(s) *Order of Precedence.*

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2002)(DEVIATION)

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

- (1) **52.222-3**, Convict Labor (E.O. 11755); and
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

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

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (4)(ii) **Alternate I** to 52.219-5.
- (4)(iii) **Alternate II** to 52.219-5.
- (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, Section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (8)(ii) **Alternate I** of 52.219-23.
- (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) **52.219-26**, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999)
- (13) **52.222-26**, Equal Opportunity (E.O. 11246).
- (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

Paragraphs (18) through (20) are not applicable and have been deleted.

52.212-5 (continued)

- ___ (21) **52.225-13**, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
Paragraphs (22) and (23) are not applicable to DoD acquisitions and have been deleted.
- ___ (24) **52.232-33**, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332)
- ___ (25) **52.232.34**, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (28)(ii) **Alternate I** of 52.247-64.

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

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

(d) Comptroller General Examination of Record.

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

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

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

52.212-5 (continued)

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

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

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

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 1995) DFARS***(a) Definitions.*

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002) 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 clauses that are checked on the following list of Defense FAR Supplement clauses which, if checked, are included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a - 010d, E.O. 10582)
<input type="checkbox"/>	252.225-7007	Buy American Act—Trade Agreements—Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501- 2518 and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a)
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a)
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (<input type="checkbox"/> Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
<input type="checkbox"/>	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees For Foreign Military Sales (MAR 1998) (22 U.S.C. 2779)
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act—Balance of Payment Program (MAR 1998) (<input type="checkbox"/> Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.212-7001 (continued)

<u> </u> 252.227-7015	Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u> </u> 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u> </u> 252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
<u> </u> 252.247-7023	Transportation of Supplies by Sea (MAY 2002) (___Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (10 U.S.C. 2631).
<u> </u> 252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

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

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

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

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

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

52.233-9000 AGENCY PROTESTS (SEPTEMBER 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 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.

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/logisitcpolicy/procurmentlinks2.htm>.

52.252-1 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/logisitcpolicy/procurmentlinks2.htm>

The following changes are applicable to clause 52.212-1 *INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS OCT 2000*)

Paragraph (c) Period of Acceptance of Offers
delete 30 calendar days and insert 90 calendar days.

Paragraph (d) Product Samples, is deleted in its entirety.

Paragraph (e) Multiple Offers, is deleted in its entirety.

Paragraph (h) Multiple Awards, is deleted in its entirety.

The following provisions/clauses, when checked, are incorporated by reference:

Number

- 52.203-3 *GRATUITIES (APR 1984)*
- 52.204-6 *CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)*
- 52.213-1 *FAST PAYMENT PROCEDURES (FEB 1998) (For ships only)*
- 52.215-5 *FACSIMILE PROPOSALS (OCT 1997)*
- 52.216-1 *TYPE OF CONTRACT (APR 1984)*
Insert Type of Contract - Firm Fixed Price, Indefinite Quantity (For Milk add w/EPA Clause)
- 252.217-7017 *TIME OF DELIVERY (DEC 1991) DFARS*
Paragraph (c): Insert 48 hours for Dairy and Bakery items and 5 days for Eggs and Meat items.
- 252.217-7018 *CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS*
- 252.217-7019 *SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS*
- 52.219-6 *NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)**
- 52.222-24 *PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)*
- 52.232-18 *AVAILABILITY OF FUNDS (APR 1984)*
- 52.245-4 *GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)*
- 52.247-34 *F.O.B. DESTINATION (NOV 1991)*

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

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

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

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

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

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2003 through May 29, 2004 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

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

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

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

OR

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

52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

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

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

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

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



52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 29, 2004.

AUTHORIZED NEGOTIATORS

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

PHONE NUMBER: _____

FAX NUMBER: _____

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

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

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

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

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

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

\$0.101 to \$0.104	=	\$0.10
\$0.105 to \$0.109	=	\$0.11
\$0.111 to \$0.114	=	\$0.11
\$0.115 to \$0.119	=	\$0.12, etc.

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

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

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

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

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

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

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP*(a) Food Establishments.*

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a 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.

52.246-9P31 cont'd**(b) Delivery Conveyances**

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

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

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

(1) Shipped in interstate commerce,

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

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

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

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

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

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

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

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

(a) Definitions.

As used in this clause—

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

EDI Implementation Guidelines for Subsistence Market Ready Dairy Products for Hawaii

May 1, 1998
STORES

SECTION 1.0 GENERAL INFORMATION	Error! Bookmark not defined.
1.1 CONTACTS	2
1.2 EDI - HOW IT WORKS	2
1.3 PARTIES INVOLVED.....	3
1.4 TRANSACTION SETS	4
1.5 SOFTWARE.....	4
1.6 NETWORKS	4
1.7 STANDARDS.....	5
SECTION 2.0 TRADING PARTNER SETUP.....	6
2.1 LEGAL	5
2.2 PHASE I - SAMPLE TEST FILE.....	5
SECTION 3.0 PRODUCTION PROCEDURES.....	6
3.1 OUTGOING TRANSMISSION SCHEDULE.....	6
3.2 VERIFICATION OF TRANSMISSION	6
3.3 PROBLEM RECOVERY DURING PRODUCTION	6
SECTION 4.0 EDI TRANSACTION SETS	7

Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Karen Conroy-Hegarty	(215) 737-7550
Network Technical Support	Jordan Henderson	(937) 656-3804
DAASC Technical Support	Hotline Desk	(513) 296-5914
Vendor Coordination	James Skedzielewski	(215) 737-46322
STORES Technical Support	STORES Help Desk	(800) 655-7928

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Supply Center Philadelphia (DSCP) and not directly to the customer.

1.3 Parties Involved

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

Section 3.0 Production Procedures

3.1 Outgoing Transmission Schedule

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

Section 4.0 EDI Transaction Sets

Receipts – Outbound X12 861 Transaction Set, Version 3040 – See Attachment 2

Orders – Outbound X12850 Transaction, Version 3040 – See Attachment 3

Catalog – Vendor to DSCP –832 Transaction Set - See Attachment 4

Electronic Invoice – 810 Transaction Set, Version 3050 – See Attachment 5

ATTACHMENT 2

861VEN

Outbound X12 861 Transaction Set, Version 3040

Status of Map: Unchanged

Description of the Purpose of this Map:

This outbound map is used for acknowledgment of all goods received, sent to vendor.

Process: Receipts

Explanation of the Example:

Illustrates typical semantic and syntactical structure for this implementation of the 861 transaction set. Bold elements indicate hard-coded values and regular (non-bold) elements contain corresponding field names for the STORES tables and fields.

Explanation of the Diagram:

Illustrates semantic and syntactical structure of ANSI ASC X12 control segments for the implementation of this transaction set. These include the Interchange Control Header/Trailer (ISA/IEA), Functional Group Header/Trailer (GS/GE) and Transaction Set Header/Trailer (ST/SE).

General:

This matrix associates X12 data elements (and their attributes according to the 3040 standards) to the STORES NT v2.3 database tables/fields and, if applicable, to the SPVI MIS database tables/fields.

STORES NT VERSION: 2.3
861VEN 11/05/01
20-1

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Table 1 861VEN Transaction Set (receipt to EDI Vendor)

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I01	Authorization Information Qualifier	“00”	M	ID	2/2	NA	NA
02	I02	Authorization Information	Blank	M	AN	10/10	NA	NA
03	I03	Security Information Qualifier	“00”	M	ID	2/2	NA	NA
04	I04	Security Information	Blank	M	AN	10/10	NA	NA
05	I05	Interchange ID Qualifier	“ZZ” = Mutually defined	M	ID	2/2	NA	WIXSET.IDQUAL
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15	NA	WIXSET.IDCODE
07	I05	Interchange ID Qualifier	Vendor’s ID qualifier	M	ID	2/2	NA	TP.IDQUAL
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15	NA	TP.IDCODE
09	I08	Interchange Date	Date of transmission	M	DT	6/6	NA	NA
10	I09	Interchange Time	Time of transmission	M	TM	4/4	NA	NA
11	I10	Interchange Control Standards	“U” = U.S. EDI Community	M	ID	1/1	NA	NA

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	479	Functional Identifier Code	“RC” = Receiving Advice/Acceptance Certificate	M	ID	2/2	NA	NA
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15	NA	WIXSET.GSID
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15	NA	TP.GSID
04	373	Date	Date of transmission	M	DT	6/6	NA	NA
05	337	Time	Time of transmission	M	TM	4/8	NA	NA
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9	NA	NA
07	455	Responsible Agency Code	“X” = X12	M	ID	1/2	NA	NA
08	480	Version/Release / Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12	NA	NA

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element

01	143	Transaction Set Identifier Code	"861"	M	ID	3/3	NA	NA
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9	NA	NA

BRA – Beginning Segment for Receiving Advice or Acceptance

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPV1 MIS Table.Data Element	STORES NT Table.Data Element
01	127	Reference Number	PON	M	AN	1/30	NA	Prime_Vendor_Receipt.purchase_order_number
02	373	Date	System Date	M	DT	6/6	NA	NA
03	353	Transaction Set Purpose Code	“00” = Original	M	ID	2/2	NA	NA
04	962	Receiving Advice or Acceptance Certificate Type Code	“1” = Receiving Dock Advice	M	ID	1/1	NA	NA

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPV1 MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“11” = DOD ID Code	M	ID	2/2	NA	NA
02	127	Reference Number	Call Number	M	AN	1/30	NA	Prime_Vendor_Receipt.call_number

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“CT” = Contract number	M	ID	2/2	NA	NA
02	127	Reference Number	Contract Number	M	AN	1/30	NA	Prime_Vendor_R ecept..contract_n umber

DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	374	Date/Time Qualifier	“002” = Delivery Requested	M	ID	3/3	NA	NA
02	373	Date	Required Delivery Date	M	DT	6/6	NA	Prime_Vendor_R ecept..required_d elivery_date

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	98	Entity Identifier Code	“ST” = Ship To	M	ID	2/2	NA	NA
02	93	Name	Ship to DODAAC	M	AN	1/35	NA	Prime_Vendor_R

03	66	Identification Code Qualifier	"10" = DODAAC	M	ID	2/2	NA	ecept..ship_to_dodaac
04	67	Identification Code	Supplemental DODAAC	M	AN	2/17	NA	Prime_Vendor_R ecept..suppleme nt_dodaac

RCD – Receiving Conditions

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Prime_Vendor_R ecept..line_number
02	663	Quantity of Units Received or Accepted	Quantity received	M	R	1/9	NA	Prime_Vendor_R ecept..quantity_received
03	355	Unit or Basis for Measurement Code	"ZZ" = mutually defined	M	ID	2/2	NA	NA
04	664	Quantity Units Returned	STORES version	X	R	1/9	NA	Prime_Vendor_R ecept. stores_version
05	355	Unit or Basis for Measurement Code	"ZZ" = mutually defined	M	ID	2/2	NA	NA
06	667	Quantity in Question	Quantity Ordered	X	R	1/9	NA	Prime_Vendor_R ecept. quantity_ordered

LIN – Item Identification

STORES NT VERSION: 2.3
861VEN 11/05/01
20-7

NCI Information Systems, Inc

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Prime_Vendor_R except..line_number
02	235	Product/Service ID Qualifier	"A4" = Subsistence Identification Number	M	ID	2/2	NA	NA
03	234	Product/Service ID	Stock Number	M	AN	1/40	NA	Prime_Vendor_R except..stock_number

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	"T4" = Signal Code	M	ID	2/2	NA	NA
02	127	Reference Number	Signal Code	M	AN	1/30	NA	Prime_Vendor_R except.signal_code

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
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01	128	Reference Number Qualifier	"FU" = Fund Code	M	ID	2/2	NA	NA
02	127	Reference Number	Fund Code	M	AN	1/30	NA	Prime_Vendor_R except..funding_c ode

REF – Reference Numbers

Referen ce #	Elemen t #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	"ZZ" = mutually defined	M	ID	2/2	NA	NA
02	127	Reference Number	Document Code	M	AN	1/30	NA	Prime_Vendor_R except..document _number

CTT – Transaction Totals

Referen ce #	Elemen t #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	354	Number of Line Items	Total items per PO	M	N0	1/6	NA	Prime_Vendor_R except..total_items _per_rcpt
02	347	Hash Total	Total dollar value per PO	O	R	1/10	NA	Prime_Vendor_R except..total_dolla rs_per_rcpt

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	96	Number of Included Segments	Number of Segments	M	N0	1/10	NA	NA
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9	NA	NA

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6	NA	NA
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9	NA	NA

IEA – Interchange Control Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I16	Number of Included Functional Groups	Number of Groups	M	N0	1/5	NA	NA

STORES NT VERSION: 2.3

861VEN 11/05/01

20-10

NCI Information Systems, Inc

02	I12	Interchange Control Number	Control Number (matches ISA above)	M	NO	9/9	NA	NA
----	-----	-------------------------------	--	---	----	-----	----	----

EXAMPLE

```

ISA~00~ ~00~ ~ZZ~M0026A ~ZZ~Vendor ID ~010730~1003~U~00200~000456789~0~P~>
GS~RC~M0026A~Vendor ID~010730~1003~123456789~X~003040
ST~861~0001
BRA~purchase_order_number~010730~00~1
REF~1I~call_number
REF~CT~contract_number
DTM~002~required_delivery_date
N1~ST~ship_to_dodaac~10~supplement_dodaac
RCD~line_number~quantity_received~ZZ~stores_version~ZZ~quantity_ordered
LIN~line_number~A4~stock_number
REF~T4~signal_code
REF~FU~funding_code
REF~ZZ~document_number
CTT~total_items_per_rcpt~total_dollars_per_rcpt
SE~13~0001
GE~1~123456789
IEA~1~000456789

```


Application
Receiver's Code --
identification of
the file destination

Transaction Set
Identifier Code --
always the number of
the transaction set

ST~861~123456789

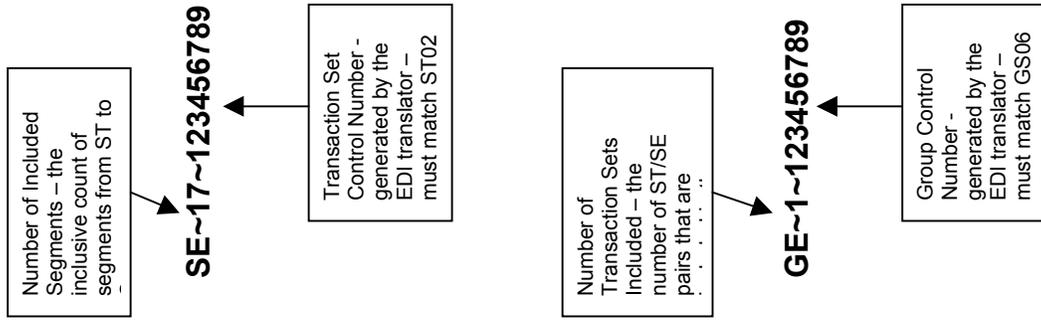
Transaction Set
Control Number -
generated by the
EDI translator

Transaction Set Body (varies by transaction set)

The following segments depict the database elements for the 861VEN map. The segment name & qualifiers are bolded. They are constant values. The data elements are from the STORES NT database and are shown in the correct location.

BRA~purchase_order_number~**010730**~**00**~**1**
REF~**1I**~call_number
REF~**CT**~contract_number
DTM~**002**~required_delivery_date
N1~**ST**~ship_to_dodaac~**10**~supplement_dodaac
RCD~line_number~quantity_received~**ZZ**~stores_version~**ZZ**~quantity_ordered
LIN~line_number~**A4**~stock_number
REF~**T4**~signal_code
REF~**FU**~funding_code
REF~**ZZ**~document_number
CTT~total_items_per_rcpt~total_dollars_per_rcpt

Standard trailer segments for an interchange



Number of Included
Functional Groups –
the inclusive count of
GS/GE pairs in the
ISA/IEA

IEA~1~123456789

Interchange
Control Number -
generated by the
EDI translator –
must match ISA13

ATTACHMENT 3

850VEN

Outbound X12 850 Transaction, Version 3040

Description of the Purpose of this Map:

This outbound map is for a detailed purchase order sent to a prime vendor.

Process: Orders

Explanation of the Example:

Illustrates typical semantic and syntactical structure for this implementation of the 850 transaction set. Bold elements indicate hard-coded values and regular (non-bold) elements contain corresponding field names for the STORES tables and fields.

Explanation of the Diagram:

Illustrates semantic and syntactical structure of ANSI ASC X12 control segments for the implementation of this transaction set. These include the Interchange Control Header/Trailer (ISA/IEA), Functional Group Header/Trailer (GS/GE) and Transaction Set Header/Trailer (ST/SE).

General:

This matrix associates X12 data elements (and their attributes according to the 3040 standards) to the STORES NT v2.3 database tables/fields and, if applicable, to the SPVI MIS database tables/fields.

Table 2 850VEN Transaction Set (detailed order to vendor)

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I01	Authorization Information Qualifier	“00”	M	ID	2/2	NA	NA
02	I02	Authorization Information	Blank	M	AN	10/10	NA	NA
03	I03	Security Information Qualifier	“00”	M	ID	2/2	NA	NA
04	I04	Security Information	Blank	M	AN	10/10	NA	NA
05	I05	Interchange ID Qualifier	“ZZ” = Mutually defined	M	ID	2/2	NA	WIXSET.IDQUAL
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15	NA	WIXSET.IDCODE
07	I05	Interchange ID Qualifier	Vendor's ID qualifier	M	ID	2/2	NA	TP.IDQUAL
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15	NA	TP.IDCODE
09	I08	Interchange Date	Date of transmission	M	DT	6/6	NA	NA
10	I09	Interchange Time	Time of transmission	M	TM	4/4	NA	NA
11	I10	Interchange	“U” = U.S. EDI	M	ID	1/1	NA	NA

12	I11	Control Standards Identifier	Community	M	ID	5/5	NA	TRADSTAT.ISA_T YPE
13	I12	Interchange Control Version Number	Interchange Control Number (matches IEA below)	M	N0	9/9	NA	NA
14	I13	Interchange Control Number	Control Number (matches IEA below)	M	ID	1/1	NA	NA
15	I14	Acknowledgement Requested	"0" = No acknowledgment requested	M	ID	1/1	NA	NA
16	I15	Usage Indicator	"P" = Production data	M	AN	1/1	NA	TP.SUB_DELMIT

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	479	Functional Identifier Code	“PO” = Purchase Order	M	ID	2/2	NA	NA
02	142	Application Sender’s Code	LAP DoDAAC	M	AN	2/15	NA	WIXSET.GSID
03	124	Application Receiver’s Code	Vendor ID	M	AN	2/15	NA	TP.GSID
04	373	Date	Date of transmission	M	DT	6/6	NA	NA
05	337	Time	Time of transmission	M	TM	4/8	NA	NA
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9	NA	NA
07	455	Responsible Agency Code	“X” = X12	M	ID	1/2	NA	NA
08	480	Version/Release / Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12	NA	NA

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element

01	143	Transaction Set Identifier Code	"850"	M	ID	3/3	NA	NA
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9	NA	NA

BEG – Beginning Segment for Purchase Order

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	353	Transaction Set Purpose Code	"00" = Original	M	ID	2/2	NA	NA
02	92	Purchase Order Type Code	"NE" = New Order	M	ID	2/2	NA	NA
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22	NA	Orders_Ready_T Send.purchase_o rder_number
04	328	Release Number	Call Number	O	AN	1/30	NA	Orders_Ready_T Send.call_number
05	373	Date	Purchase Order Date	M	DT	6/6	NA	Orders_Ready_T Send.purchase_o rder_date
06	367	Contract Number	Contract number	O	AN	1/30	NA	Orders_Ready_T Send.contract_nu mber

DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	374	Date/Time	"002" = Delivery	M	ID	3/3	NA	NA

STORES NT VERSION: 2.3
850VEN 11/05/01

02	373	Qualifier Date	Requested Required Delivery Date	M	DT	6/6	NA	Orders_Ready_T o_Send. required_delivery _date
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N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	98	Entity Identifier Code	“ST” = Ship To	M	ID	2/2	NA	NA
02	93	Name	NA	M	AN	1/35	NA	NA
03	66	Identification Code Qualifier	“10” = DODAAC	M	ID	2/2	NA	NA
04	67	Identification Code	Ship to DODAAC	M	AN	2/17	NA	Orders_Ready_T o_Send. ship_to_dodaac

N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	93	Name	Facility	M	AN	1/35	NA	Orders_Ready_T o_Send.facility
02	93	Name	Building	O	AN	1/35	NA	Orders_Ready_T o_Send.building

N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	166	Address Information	Address Line 1	M	AN	1/35	NA	Orders_Ready_T o_Send.address_lin

02	166	Address Information	Address Line 2	M	AN	1/35	NA	e_1 Orders_Ready_T o_ Send.address_lin e_2
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N4 – Geographic Location

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	19	City Name	City	O	AN	2/30	NA	Orders_Ready_T o_ Send.city
02	156	State or Province Code	State	O	ID	2/2	NA	Orders_Ready_T o_ Send.state
03	116	Postal Code	Zip	O	ID	3/11	NA	Orders_Ready_T o_ Send.zip

PO1 – Baseline Item Data

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Orders_Ready_T o_ Send.line_numbe r
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9	NA	Orders_Ready_T o_ Send.quantity_or dered
03	355	Unit or Basis for	Unit of shipment	M	ID	2/2	NA	Orders_Ready_T

		Measurement Code								Send.unit_of_shipment
04	212	Unit Price	Vendor Price	X	R	1/17	NA	NA	Orders_Ready_T	Send.vendor_pric
05	639	Basis of Unit Price Code	Not used	O	ID	2/2	NA	NA	NA	NA
06	235	Product/Service ID Qualifier	"VP" = Vendor's (Seller's) Part Number	M	ID	2/2	NA	NA	NA	NA
07	234	Product/Service ID	Part number	X	AN	1/40	NA	NA	Orders_Ready_T	Send.part_numbe
08	235	Product/Service ID Qualifier	"SW" = Stock Number	M	ID	2/2	NA	NA	NA	NA
09	234	Product/Service ID	Part number	X	AN	1/40	NA	NA	Orders_Ready_T	Send.stock_numbe
10	235	Product/Service ID Qualifier	"ZZ" = Mutually Defined	M	ID	2/2	NA	NA	NA	NA
11	234	Product/Service ID	fic	X	AN	1/40	NA	NA	Orders_Ready_T	o_Send.fic

PID – Product/Item Description

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	349	Item Description Type	"F" = free-form	M	ID	1/1	NA	NA
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3	NA	NA
03	559	Agency Qualifier Code	Not used	X	ID	2/2	NA	NA
04	751	Product Description Code	Not used	X	AN	1/12	NA	NA
05	352	Description	Item description	X	AN	1/80	NA	Orders_Ready_To_Send.item_description

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	354	Number of Line Items	Total items per PO	M	N0	1/6	NA	Orders_Ready_T o_Send. total_items_per_p o
02	347	Hash Total	Total dollar value per PO	O	R	1/10	NA	Orders_Ready_T o_Send. total_dollars_per_ po

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	96	Number of Included Segments	Number of Segments	M	N0	1/10	NA	NA
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9	NA	NA

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6	NA	NA
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9	NA	NA

IEA – Interchange Control Trailer

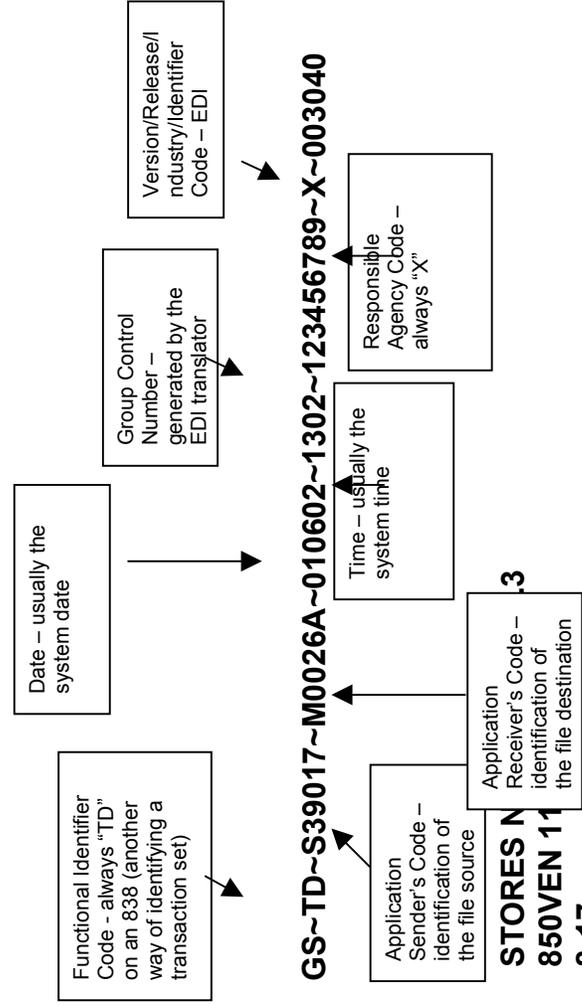
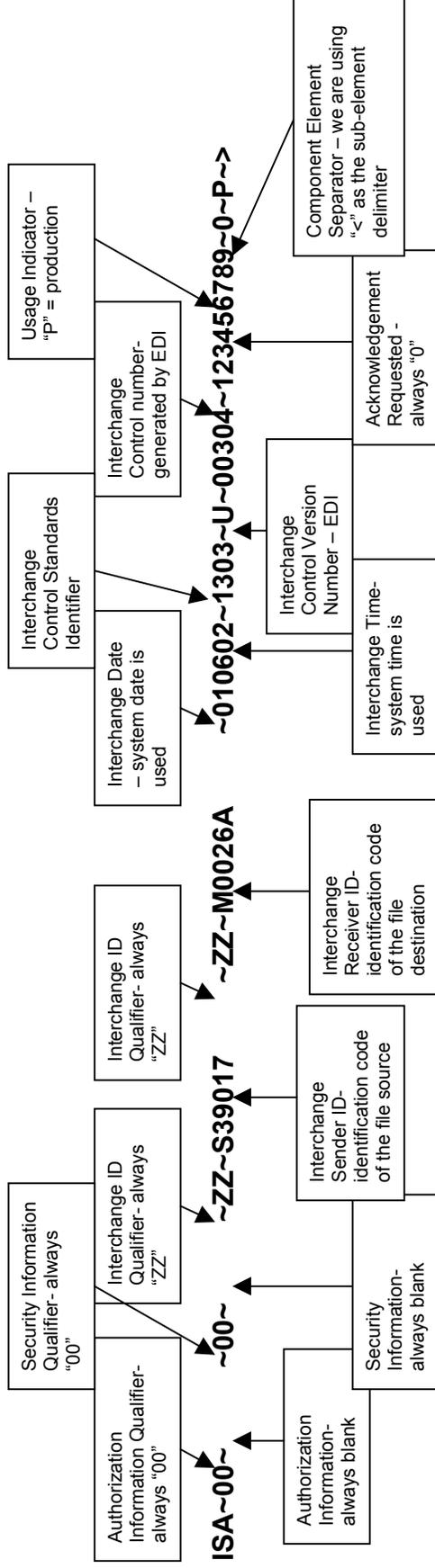
Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	116	Number of Included	Number of Groups	M	N0	1/5	NA	NA

02	I12	Functional Groups Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9	NA	NA
----	-----	--	------------------------------------	---	----	-----	----	----

EXAMPLE

ISA~00~ ~00~ ~ZZ~M0026A ~ZZ~Vendor ID ~010907~1036~J~00200~000456789~0~P~>
GS~PO~M0026A~Vendor ID~010907~1036~123456789~X~003040
ST~850~0001
BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~ST~10~ship_to_dodaac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~VP~part_number~SW~stock_number~ZZ~fic
PID~F~item_description
CTT~total_items_per_po~total_dollars_per_po
SE~13~0001
GE~1~123456789
IEA~1~000456789

Standard header segments for an interchange



Transaction Set Identifier Code – always the number of the transaction set

ST~850~123456789

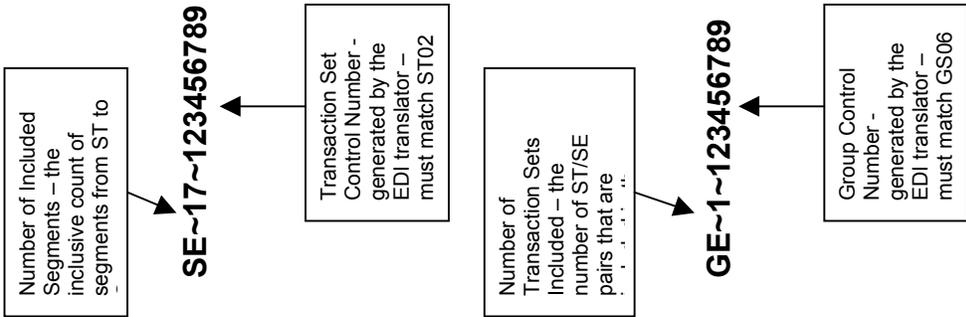
Transaction Set Control Number - generated by the EDI translator

Transaction Set Body (varies by transaction set)

The following segments depict the database elements for the 850VEN map. The segment name & qualifiers are bolded. They are constant values. The data elements are from the STORES NT database and are shown in the correct location.

BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~ST~10~ship_to_dodaac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~~**VP**~part_number~**SW**~stock_number~**ZZ**~fic
PID~**F**~~~item_description

Standard trailer segments for an interchange



Number of Included
Functional Groups –
the inclusive count of
GS/GE pairs in the
ISA/IEA

IEA~1~123456789

Interchange
Control Number -
generated by the
EDI translator –
must match ISA13

ATTACHMENT 4

4.1 832 Catalog (Vendor to DPSC)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DPSC via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	"832"	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	"PC" - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	"152" - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN
	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	"ZZ" - mutually defined to indicate	

Segment	Element	Value	Size
	LIN09	economic indicator economic indicator	2 AN
PID Product/Item Description	PID01	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 "12345.78"
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN

Segment	Element	Value	Size
	CTP06	"SEL" Price	3
	CTP07	Multiplier Qualifier	4 UI
	CTP08	ratio-numerator	4 UI
		ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

June 1, 1999



1-30-2002

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

STORES NT VERSION: 2.3
850VEN 11/05/01
8-25

NCI Infor

ATTACHMENT 5

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. - N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<u>TABLE 2</u>			
010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. - ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

810 INVOICE VERSION 3050 FUNCTION
GROUP=IN

The following information applies to **PRIME VENDORS** only!!

Baseline Item Data (IT1): PAGE 8.

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. ***If*** additional CLIN(s) on the **same** Purchase Order ***have not*** been delivered, data **“MAY”** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
4. Any **“new” CLINS/line items, (substitutions & adds)** must appear as the **last line** on the invoice. Adds **“MUST”** start with CLIN number 9999AA, 9999AB. As Call date’s change, 9999AA maybe recycled. **SEE EXAMPLES...**
 - a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA

064T = CLIN # 9999AB
064T = CLIN # 9999AC

Revised as of July 30, 1998.

1A

SEG ID ST Transaction Set Header
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3	
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9	

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice
POS No 020
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT 6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN 1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN 13/13
BIG05	328	Release Number/Call (e.g. 063A)		M	AN 4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M	ID 2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID 2/2

NOTE:

BIG04 - Do not transmit dashes or slashes
BIG08 – Applied to Invoices for “**PRIME VENDORS ONLY**”
** Non-Prime Vendors **do not use** BIG08

EXAMPLE

P.V. transmits BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ

STORES NT VERSION: 2.3
850VEN 11/05/01
8-29

Non P.V. BIG*980303*DSCP1111**SP030098D1234*063A**DI

STORES NT VERSION: 2.3
850VEN 11/05/01
8-30

NCI Infor

Loop Repeat 200

SEG ID N1 Loop ID
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number
 POS NO 110
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number	M	ID	2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)	X	AN	14/14

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act	O	ID	2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)	O	R3	1/6
ITD04	370	Terms Discount Due Date (YYMMDD)	O	DT	6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)	X	N	3/3

NOTE:
Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6	

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!(modified 1-30-2002)

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
IT110	235	Product/service I.D. Qualifier VN=Vendor Code Qualifier	X	ID	2/2
IT111	234	Product/Service I.D. (e.g. 12345678)	X	AN	13/13

• This information is the Prime Vendors Part Number

•

NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV***VN *12345678**
Refer to page 1A **"IF"** CLIN was **NOT shipped-** (e.g. zero fill quantity and price field)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13

NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments.
EXAMPLE

IT1*0001 *10*CA*0000002.50*FS*891500E210123

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)	M	N2	1/10

EXAMPLE

TDS*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
The transaction set

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer
 POS NO 080
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

ATTACHMENT 6

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT FOR STORES (SUBSISTENCE TOTAL ORDERING AND RECEIPTING ELECTRONIC SYSTEM)

This agreement dated _____ is between the Defense Supply Center Philadelphia ("DSCP") and _____ whose principle place of business is _____ (the "Contractor"), (DSCP and the Contractor are sometimes individually referred to in this Agreement as "Trading Partner" or collectively as "Trading Partners").

I. INTRODUCTION

a. Electronic Data Interchange is the exchange of data contained in normal business transactions, electronically, in a standard format ("EDI").

b. This Agreement prescribes the general procedures and policies to be followed when EDI is used for transmitting and receiving documents in lieu of creating paper documents normally associated with conducting business between DSCP and the Contractor.

c. The Contractor voluntarily chooses to participate in EDI with DSCP. The Contractor agrees, by executing this Agreement, to be bound by the terms and conditions of this Agreement in addition to those of any contract separately entered into between the Contractor and DSCP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

II. SCOPE

Information exchanged through EDI will be the same as currently required on paper documents.

III. DURATION

a. This Agreement must be signed and dated by both Trading Partners before this Agreement is valid and EDI operations begin.

b. The Contractor will be the first party to sign and date this Agreement, and any Addenda thereto. The last signature and date will be that of the DSCP Contracting Officer upon acceptance of the Agreement.

c. The original signed Agreement will remain with the DSCP Contracting Officer and a copy will be forwarded to the Contractor.

d. This Agreement will commence on the date of the last signature and shall remain in effect unless terminated by either party hereto pursuant to Section XIII of this Agreement.

IV. STANDARDS

a. The intent of this Agreement is to create a legally binding obligation upon the Trading Partners using EDI and to ensure that (1) use of any electronic equivalent of documents referenced or exchanged under this Agreement shall be deemed an acceptable practice in the ordinary course of business and (2) such electronic documents shall be admissible as evidence on the same basis as customary paper documents. The parties herein intend to be legally bound by them.

b. The Transaction Sets recognized by the Accredited Standards Committee (ASC.X12) identified in the Addenda of this Agreement will be transmitted either directly or over a third-party network identified in the Appendix of this Agreement between the Trading Partners.

c. Trading Partners shall adhere to published ASC.X12 standards for Transaction Sets.

d. Trading Partners will support the current and two previous versions of the transaction sets within the following timeframes. Trading Partners will give at least 90 days notice of intent of upgrade to a recent version published ASC.X12. Trading Partners must upgrade to that recent standards within 180 days.

e. Each Trading Partner shall be responsible for providing its own computer hardware and software necessary to receive and transmit Transaction Sets.

f. EDI transactions with Trading Partners may undergo a period of testing, in which Transaction Sets will be sent electronically and acknowledgments sent by EDI for a mutually agreed upon time period. In the event of any dispute between the Trading Partners during this test period, the parties will agree upon a dispute resolution procedure. This procedure will provide each party the opportunity to present evidence of the claim and defense thereof. Pursuant to Paragraph VII. DISPUTES, any claim which is not timely resolved may be pursued accordingly.

g. Receipt of Transaction Sets shall occur when such Transaction Sets are picked up from the Trading Partner's electronic mailbox at the Defense

Automated Address Service Center (DAASC). DAASC carries transactions for STORES between the customers and the vendor.

h. Should there be any errors in a transmission received by a Trading Partner, the originating Trading Partner will only be responsible for those errors occurring on its system. If a Trading Partner should receive a garbled transmission, the DAASC shall be contacted immediately to arrange a retransmission. In the absence of such notice, the originating Trading Partner's record content shall control.

i. The originating Trading Partner will not be responsible for any damages incurred by a receiving Trading Partner as a result of missing or delayed transmissions when the problem is not with the originating Trading partner or DAASC.

j. Any Transaction Set transmitted with a proper authenticating code is to be considered a valid and authentic document backed by the same guarantees of legitimacy as found on a paper transaction. Neither Trading Partner will challenge the authenticity or admissibility of the Transaction Set(s) in evidence of any trial or administrative proceeding except in circumstances where an analogous paper document could be challenged.

V. TRANSACTIONS AUTHORIZED

a. Transaction Sets are authorized to be conducted as specified in the Addenda which are made a part of this Agreement.

b. Each Addendum shall be signed and dated by both Trading Partners. The date of the last signature shall be the effective date.

c. Only the transaction sets listed on the Addenda signed by both Trading Partners are authorized for use in conducting business electronically.

d. As the Trading Partners develop additional EDI capabilities, additional Addenda may be added to this agreement via formal modification.

VI. AGREEMENT REVIEW

This Agreement will be reviewed at least annually by the Trading Partners to make changes, additions, or deletions as may be desirable.

VII. DISPUTES

All disputes, differences, disagreements, and/or claims between the Trading Partners arising under or relating to this Agreement that are not resolved by negotiation shall be subject to the Disputes Clause.

VIII. FORCE MAJEURE

Neither Trading Partner will be liable to the other for failure to properly conduct EDI in the event of war; accident; riot; fire; explosion; flood; epidemic; power outage; labor dispute; act of God; act of public enemy; act of Government; or other causes beyond such Trading Partner's reasonable control, including without limitation, any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data.

IX. INTERRUPTION OF SERVICE

In the event there is an interruption of EDI, facsimile transmissions will be used until mutually agreed that EDI procedures can be resumed.

X. DAMAGES

Neither Trading Partner shall be liable to the other for any incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of Transaction Sets under this Agreement.

XI. START-UP AND CONTINUING EDI OPERATIONS

a. Each Trading Partner is responsible for establishing and maintaining its EDI operation.

b. DSCP will not start the process of establishing and EDI relationship with the Contractor until the Contractor has demonstrated EDI proficiency.

c. DSCP will not provide EDI training or EDI implementation to the Contractor.

d. Each Trading Partner shall be responsible for obtaining its EDI training and maintaining its EDI operation at acceptable performance levels.

XII. SECURITY

The Trading Partners agree to utilize adequate security practices (1) ensuring that the transmission of each Transaction Set is authorized and (2) protecting records and data from improper access. Trading Partners shall protect and maintain confidentiality of passwords used for EDI access. Each

Trading Partner further agrees that its software shall provide adequate protection for password security. The Trading Partners shall maintain the same standards of confidentiality, security, care, and diligence regarding EDI transactions as with paper contracting documents.

XIII. TERMINATION

a. This Agreement may be terminated by either Trading Partner by providing 30 days prior written notice.

b. Termination of this Agreement shall have no effect on transactions occurring prior to the effective date of termination.

c. Temporary emergency termination of computer connections may be made by the Trading Partners to protect data from illegal access or other incidental damage. Such action does not constitute termination of this Agreement.

d. Any such action outlined above does not excuse the Contractor from its obligation to perform under any U.S. Government contract/delivery order accepted prior to any termination of this agreement. All such terms and conditions remain in full force and effect.

XIV. THIRD-PARTY NETWORK

a. Both Trading Partners shall, before entering into this Agreement, agree on the mode of document exchange. If either Trading Partner chooses a third-party network to transmit, translate, or carry data between the Trading Partners, the third-party network shall be identified in the Appendix.

b. When a third-party network is to be used:

1. Each Trading Partner shall be responsible for the costs of its third-party network.

2. Trading Partners shall agree on the capability of the third-party network(s) to provide such system data security as data integrity, error-free protocol, identification code and password protection, encrypting, etc. and shall make the requirements/specifications for such capability a binding part of this Agreement by specifying them in the Appendix. In the event that the requirements/specifications for such capability conflicts with any term or condition of this Agreement, the terms and conditions of this Agreement shall control.

c. Either Trading Partner may change its decision to use, eliminate or replace a third-party network upon 60 days prior written notice to the other Trading Partner. Any requested changes to the system configuration must be

compatible with the other Trading Partner's protocols. Neither Trading Partner will incur any liability for costs associated with the action of the other Trading Partner in changing networks; however, the right to terminate this Agreement still applies.

XV. SIGNATURE

a. Trading Partners will use a code in each electronic transmission as its discrete authenticating code in lieu of a written signature and as the equivalent of a written signature.

b. Each Trading Partner agrees that its authenticating code shall suffice to assure that such Trading Partner originated the electronic transmission.

c. Each Trading Partner agrees not to disclose its own discrete authenticating code or that of the other Trading Partner to any unauthorized person.

d. Receipt of Contractor's authenticating code in the proper data element and segment shall signify its intent to be bound by the Transaction Set as well as the terms and conditions and all references in any underlying contract.

XVI. WHOLE AGREEMENT

a. This Agreement and the Addendum/Addenda listed below constitute the entire Agreement between the Trading Partners.

b. The following Addendum/Addenda is/are made part of this Agreement:

Addendum/Transaction Set

850/832
997/838
861

c. Any changes in the terms and conditions of this Agreement shall be effective through a formal modification to this Agreement signed by both Trading Partners.

XVII. MISCELLANEOUS

a. This Agreement shall be governed and interpreted in accordance with the laws, statutes and regulations of the U. S. Government.

b. No waiver by a Trading Partner of any breach or default hereunder shall constitute a waiver of any subsequent breach or default.

c. All notices under this Agreement shall be in writing and shall be given by mailing them to the address identified below:

CONTRACTOR

DSCP

Attn: _____

Attn: _____

IN WITNESS WHEREOF, the Trading Partners have executed this Agreement.

CONTRACTOR

DSCP

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPENDIX

THIRD-PARTY NETWORK

The following third-party network(s) is (are) authorized under the provisions of the Agreement to process contract data for the purpose of EDI between DSCP and the Contractor. (If the parties hereto will be transmitting documents directly, insert "NONE"):

Contractor: _____
_____ (Third-Party)
_____ (Address)

DPSC: _____
_____ (Third-Party)
_____ (Address)

RECEIPT COMPUTER

Contractor: _____
DSCP: _____

SECURITY PROCEDURES

Each party hereto will implement reasonable security measures to protect against the use of its facilities, information, computers and third-party network access devices and passwords to transmit unauthorized or unintended messages and will regularly test and reevaluate the effectiveness of such measures.

ADDENDUM A
PURCHASE ORDER
(TRANSACTION SET 850)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 850 is used by DSCP to transmit delivery orders from the STORES LAPs (local access points) to the vendors.

DSCP will electronically transmit to the Contractor, award data and requirements using ASC.X12 Transaction Set 850, Version 3060, in accordance with industry standards.

Within _____ hour(s) of receipt of Transaction Set 850, the Contractor will electronically transmit to DAASC an acknowledgment as specified herein at Addendum C entitled Functional Acknowledgment (997).

A listing of the data segments and data elements DSCP is using to transmit award(s) information is contained in Attachment II to the solicitation.

CONTRACTOR

DSCP

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ADDENDUM B
PRICE/SALES CATALOG
(TRANSACTION SET 832)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 832 is used by the contractor to transmit price and item information (initial data, changes and deletes) to DSCP.

The contractor will transmit price and item information electronically to DSCP using ASC.X12 transaction set 832, Version 3040, in accordance with industry standards.

A listing of the data segments and elements DSCP requires is contained in Attachment II to the solicitation.

CONTRACTOR

By_____

Name_____

Title_____

Date_____

DSCP

By_____

Name_____

Title_____

Date_____

ADDENDUM C
FUNCTIONAL ACKNOWLEDGMENT
(TRANSACTION SET 997)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 997 will be used by both Trading Partners using ASC.X12, Versions 3040, 3050 or 3060 to acknowledge that the transaction set transmitted by the originating partner was received and that it either was accepted as being in conformance or was rejected as being in nonconformance.

Within one day of receipt of Transaction Set 850 (Purchase Order) the Contractor will electronically transmit to DAASC Functional Acknowledgment data.

Within one day of receipt of Transaction Set 832 (Price/Sales Catalog), DAASC will electronically transmit to the Contractor Functional Acknowledgment data.

CONTRACTOR

DSCP

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____