

-CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

Block 8 (continued):

Offer Due Date/Local Time: **AUGUST 27, 2004 - 1:00 PM LOCAL PHILA TIME**

Block 9 (continued):

• **Mailed offers should be sent to:**

Defense Logistics Agency

Defense Supply Center Philadelphia

Post Office Box 56667

Philadelphia, PA 19111-6667

• **Handcarried offers, including delivery by commercial carrier, should be delivered to:**

Defense Supply Center Philadelphia

Business Opportunities Office

Building 36, 2nd Floor, Wing E

700 Robbins Avenue

Philadelphia, PA 19111-5092

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

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

• **Block 17a: Offeror's assigned DUNS Number:** _____. If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors - Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

--CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

- Block 17a: Email Address: _____
- Block 17b: Remittance Address for EFT detailed summary report: (if different from Contractor/Offeror address in Block 17a.)

NOTE: LIST POINTS OF CONTACT FOR ALL INVOICING AND PAYMENT ISSUES, ALSO TELEPHONE AND FAX NUMBERS:

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 PROPOSAL OR QUOTATION. YOU ARE TO LIST NAMES, TITLES, TELEPHONE NUMBERS AND FACSIMILE (FAX) NUMBERS FOR EACH AUTHORIZED NEGOTIATOR.

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SUPPLIES OR SERVICES AND PRICES**I. INTRODUCTION**

A. The Defense Supply Center Philadelphia (DSCP) intends to support the needs of its customers by entering into one (1) or more Indefinite Quantity Contracts (IQC's) to supply Bread and Bakery products to customers stated below. The resulting contract(s) will be Indefinite Quantity Contracts (IQC's) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). The method of evaluation for this solicitation is the lowest cost technically acceptable offer.

1. Effective period of contract:

2. Long Term Contracting: This acquisition is for a term of two (2) years.

3. This acquisition requires Destination Military Inspection for count, condition and identity.

B. This solicitation contains the estimated Bread and Bakery requirements for the following customers:

- Fort Bragg, NC (Troop Issue and Hospital)
- Pope AFB, NC (Troop Issue and Youth Center)
- Camp Lejeune, NC (Troop Issue and Hospital)
- Seymour Johnson AFB, NC (Troop Issue and Child Development Center)
- MCAS Cherry Point, NC (Troop Issue and Hospital)

C. The customers at Fort Bragg, NC and Pope AFB comprise **Group 1**, estimated dollar value, \$180,396.20; Camp Lejeune requirements comprise **Group 2**, estimated dollar value, \$276,289.87, and Seymour Johnson AFB, NC requirements comprise **Group 3**, estimated dollar value \$13,118.60. The customers at MCAS Cherry POINT, NC comprise **Group 4**, estimated dollar \$7,235.61

D. The ordering period for this contract will be October 10, 2004 through October 8, 2006.

E. This acquisition for Bread and Bakery products is solicited on an "All or None" basis per group. Each group will be evaluated separately. The award will be made based on the lowest evaluated price of proposals meeting or exceeding the technically acceptable standards:

1. The ability to provide the product in accordance with the item description.

2. The ability to deliver product in accordance with delivery schedule

F. "The Government reserves the right to remove any items from the Schedule of Items from any Group should an (all) offeror(s) not bid on all the items in any Group.

II. GUARANTEED MINIMUM/MAXIMUM

A. The guaranteed minimum for all Groups is 25% of the estimated dollar value.

B. The maximum ceiling on the resultant contract(s) is 125% of the estimated dollar value per year. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This higher alternate ceiling is 150% of the estimated dollar value per year. As illustrated above, these percentages are calculated on a "per contract" basis.

III. PRICING

A. Prices shall be FOB Destination only. See Clause 52.247-9P24 "F.O.B. Destination".

B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.

C. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.

D. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point. Reference Clause 52.214-9P06 "Rounding Off of Offer and Award Prices". In addition, the system requires that prices be fixed for a certain period of time. Prices for the resultant contract(s) will be frozen for the base entire term of the contract.

E. If offering on more than one(1) group, unit prices for the same item must be identical in all groups. For example bread, rye 16 oz loaf is priced at \$1.20 in Group 1, it must be priced at \$1.20 in all groups.

IV. NEW ITEMS

A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the Contract Specialist, Diann Owens, shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog.

B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.

C. A written modification will not be issued when an item is added to the catalog.

D. Additional items may not increase the original dollar value of the contract by more than 25%.

E. IMPORTANT NOTE: Items not included in the STORES catalog cannot be ordered from the contractor until the time when the item appears on the catalog.

V. ADDITIONAL CUSTOMERS

A. 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.

B. The potential customers cannot increase the amount of the contract by more than 25% in total. It should be noted that the 25% new business will also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contracts do not meet the estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business. The additional business shall be equivalent to the percentage of unused business. For example, if 20% of the customers' estimate remains unobligated, then an additional 45% may be added to customers on the same contract. This is not transferable from one contract to another.

D. Additional customers are limited to those that receive federal funding.

E. A written modification does not have to be issued when a new customer is added to the contract.

VI. CUSTOMER SERVICE POLICY

The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

CUSTOMER LISTING AND REQUIREMENTS

GROUP 1 – BREAD AND BAKERY PRODUCTS FOR FORT BRAGG, NC, (TROOP ISSUE YOUTH CENTER, CLUB AND HOSPITAL) POPE AFB, (TROOP ISSUE AND YOUTH CARE) NC

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	TOTAL PRICE
1.	ROLLS, HAMBURGER, FRESH WHEAT, PAN BAKED 12 PER PKG NSN: 8920-01-E11-2827 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____	2,500	PG	
2.	BREAD, WHOLE WHEAT, PAN BAKED, ROUND TOP 24 OZ LOAF NSN: 8920-01-E11-3022 PRODUCT NUMBER- _____	6,000	PG	
3.	BREAD, WHITE, FRESH, SLICED THICK (FOR TEXAS TOAST) 24 OZ LOAF NSN: 8920-01-E11-3024 PRODUCT NUMBER _____	40,000	PG	
4.	ROLLS, HAMBURGER PAN-BAKED 8 PER PKG NSN: 8920-01-E11-3034 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	100	PG	
5..	BREAD, RAISIN, PAN BAKED, ROUND TOP 16 OZ LOAF NSN: 8920-01-E11-3038 PRODUCT NUMBER _____	7,000	PG	

GROUP 1 – BREAD AND BAKERY PRODUCTS FOR FORT BRAGG, NC, (TROOP ISSUE YOUTH CENTER, CLUB AND HOSPITAL) POPE AFB, (TROOP ISSUE AND YOUTH CARE) NC

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	TOTAL PRICE
6.	BAGEL, FRESH, PLAIN 6 PER PKG NSN: 8920-01-E11-3040 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	14,000	PG	
7.	ROLLS, HOAGIE/SUBMARINE 8 PER PKG NSN: 8920-01-E11-3210 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____	10,000	PG	
8.	ROLLS, DINNER, FRESH 12 PER PKG NSN: 8920-01-E11-3211 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	3,000	PG	
9.	ROLLS, ENGLISH MUFFINS 6 PER PKG NSN: 8920-01-E11-3212 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	12,000	PG	
10.	BREAD, FRENCH, FRESH, HEARTH BAKED, 16 OZ PKG NSN: 8920-01-E11-3220 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	2,500	PG	

- 11. BAGEL, FRESH, BLUEBERRY
6 PER PKG 500 PG

NSN: 8920-01-E11-3221
PACKAGE PRICE _____
NET WEIGHT PER PKG _____
PRODUCT NUMBER _____

- 12. ROLLS, HOT DOG
12 PER PKG 20,000 PG

NSN: 8920-01-E11-3225
SPECIFY COUNT PER PKG _____
NET WEIGHT PER PKG _____
PACKAGE PRICE _____
PRODUCT NUMBER _____

- 13. ROLLS, HAMBURGER, FRESH,
WHITE, PAN-BAKED

12 PER PKG 35,000 PG
NSN: 8920-01-E11-3227
PACKAGE PRICE _____
NET WEIGHT PER PKG _____
PRODUCT NUMBER _____

- 14. BREAD, WHITE, PAN BAKED, ROUND TOP

20 OZ LOAF 4,000 PG
NSN: 8920-01-E11-3367
LOAF PRICE _____
PRODUCT NUMBER _____

- 15. BREAD, RYE, PAN BAKED,
ROUND TOP, SLICED

16 OZ LOAF 5,000 PG
NSN: 8920-01-E11-3679
LOAF PRICE _____

- 16. BREAD, WHITE, ENRICHED,
PAN BAKED, SANDWICH

24 OZ LOAF 50,000 PG
NSN: 8920-01-E11-3690
LOAF PRICE _____
PRODUCT NUMBER _____

GROUP 1 – BREAD AND BAKERY PRODUCTS FOR FORT BRAGG, NC, (TROOP ISSUE YOUTH CENTER, CLUB AND HOSPITAL) POPE AFB, (TROOP ISSUE AND YOUTH CARE) NC

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
16.	BREAD, WHITE, ENRICHED, PAN BAKED, SANDWICH 24 OZ LOAF NSN: 8920-01-E11-3690 LOAF PRICE _____ PRODUCT NUMBER _____	50,000	PG		
17.	ROLLS, DINNER, WHITE, PAN BAKED, SOFT 24 PER PKG NSN: 8920-01-E11-3879 SPECIFY COUNT PER PKG _____ NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____	2,800	PG		
18.	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP 24 OZ LOAF NSN: 8920-01-E11-4278 PRODUCT NUMBER _____	20,000	PG		
19.	BREAD, PART WHOLE WHEAT, LOW CALORIE, FRESH, PAN BAKED, ROUND TOP 16 OZ LOAF NSN: 8920-01-E11-4291	100	PG		
20.	SWEET ROLLS, HONEY BUN FRESH, 4 OZ EA, IND WRAPPED NSN: 8920-01-E11-4090 PRODUCT NUMBER _____	10,000	PG		
21.	DOUGHNUTS, MINI, FRESH POWDERED, NUGGET, 6 PER 3 OZ P NSN: 8920-01-E11-3790 PRODUCT NUMBER _____	6,000	PG		

GROUP 1 – BREAD AND BAKERY PRODUCTS FOR FORT BRAGG, NC, (TROOP ISSUE YOUTH CENTER, CLUB AND HOSPITAL) POPE AFB, (TROOP ISSUE AND YOUTH CARE) NC

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	TOTAL PRICE
22.	DOUGHNUTS, MINI, FRESH CHOCOLATE, NUGGET, 6 PER 3 OZ PG NSN: 8920-01-E11-3789 PRODUCT NUMBER_____	5,000	PG	
23.	DOUGHNUTS, MINI, FRESH CRUMB, NUGGET, 6 PER 3 OZ PG NSN: 8920-01-E11-3791 PRODUCT NUMBER_____	1,000	PG	
24.	PIE, APPLE, FRESH 4.5 OZ EA, IND WRAPPED NSN: 8920-01-E11-4039 PRODUCT NUMBER_____	3,000	PG	
25.	PIE, CHERRY, FRESH 4.5 OZ EA, IND WRAPPED NSN: 8920-01-E11-4038 PRODUCT NUMBER_____	2,000	PG	
26.	CAKE, CHOC, FRESH, CUPCAKE CHOC COATED, CREAM FILLED 2/PG NSN: 8920-01-E11-3583 PRODUCT NUMBER_____	2,000	PG	
27.	CAKE, DEVIL'S FOOD, FRESH FILLED, 2 PER 4 OZ PG NSN: 8920-01-E11-2505 PRODUCT NUMBER_____	100	PG	
28.	SWEET ROLLS, CINNAMON FRESH, 2 PER 4.5 OZ PG 2/PG NSN: 8920-01-E11-3583 PRODUCT NUMBER_____	1,000	PG	

GROUP 1 – BREAD AND BAKERY PRODUCTS FOR FORT BRAGG, NC, (TROOP ISSUE YOUTH CENTER, CLUB AND HOSPITAL) POPE AFB, (TROOP ISSUE AND YOUTH CARE) NC

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
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29.	BREAD, PUMPERNICKLE, FRESH SLICED, HEARTH BAKED 24 OZ PG NSN: 8920-01-E11-3765 PRODUCT NUMBER _____	1,000	PG		
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TOTAL AMOUNT GROUP I: _____
FAX NUMBER FOR ORDER PLACEMENT: _____

GOVERNMENT QUALIFICATIONS: "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS: IF YOUR OFFER ON ANY OF THE ABOVE SPECIFIED ITEMS DO NOT MEET THE REQUIREMENTS DESCRIBED, PLEASE STATE THE ITEM NUMBER BELOW WITH DESCRIPTION OF SUBSTITUTION OFFERED. _____

GROUP 2 – CAMP LEJEUNE, NC –TROOP ISSUE AND HOSPITAL

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
30	ROLLS, HAMBURGER, WHITE W/SESAME SEED, DOUBLE-CUT	2,000	PG		
	12 PER PKG NSN: 8920-01-E11-2008 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				
31.	BREAD, WHITE, FRESH, SLICED THICK (FOR TEXAS TOAST)	200	PG		
	24 OZ LOAF NSN: 8920-01-E11-3024 PRODUCT NUMBER _____				
32.	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP ENRICHED	57,250	PG		
	24 OZ LOAF NSN: 8920-01-E11-3035 LOAF PRICE _____ PRODUCT NUMBER _____				
33	BREAD, RAISIN, PAN BAKED, ROUND TOP	3,750	PG		
	16 OZ LOAF NSN: 8920-01-E11-3038 PRODUCT NUMBER _____				
34.	ROLLS, PARKERHOUSE FRESH, WHITE, PAN BAKED	20,000	PG		
	24 PER PKG NSN: 8920-01-E11-3208 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				

GROUP 2 – CAMP LEJEUNE, NC –TROOP ISSUE AND HOSPITAL

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
35.	ROLLS, ENGLISH MUFFINS				
	6 PER PKG NSN: 8920-01-E11-3212 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____	15,200	PG		
36.	BREAD, FRENCH, FRESH, HEARTH BAKED,				
	16 OZ PKG NSN: 8920-01-E11-3220 PACKAGE PRICE _____ PRODUCT NUMBER _____	8,500	PG		
37.	ROLLS, HOT DOG				
	12 PER PKG NSN: 8920-01-E11-3225 SPECIFY COUNT PER PKG _____ NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____	20,000	PG		
38	BREAD, RYE, PAN BAKED, ROUND TOP, SLICED				
	16 OZ LOAF NSN: 8920-01-E11-3371 LOAF PRICE _____ PRODUCT NUMBER _____	3,000	PG		
39	ROLLS, HAMBURGER, FRESH WHITE, PAN-BAKED				
	12 PER PKG NSN: 8920-01-E11-3581 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____	100,00	PG		

GROUP 2 – CAMP LEJEUNE, NC –TROOP ISSUE AND HOSPITAL

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
40.	ROLLS, HOAGIE/SUBMARINE FRESH, SLICED, WHITE PAN BAKED 6 PER PKG NSN: 8920-01-E11-3830 SPECIFY COUNT PER PKG____ NET WEIGHT PER PKG_____ PACKAGE PRICE_____ PRODUCT NUMBER_____	50,000	PG		
41.	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP 16 OZ LOAF NSN: 8920-01-E11-3878	16,000	PG		

TOTAL AMOUNT GROUP II: _____
FAX NUMBER FOR ORDER PLACEMENT: _____

GOVERNMENT QUALIFICATIONS: "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS: IF YOUR OFFER ON ANY OF THE ABOVE SPECIFIED ITEMS DO NOT MEET THE REQUIREMENTS DESCRIBED, PLEASE STATE THE ITEM NUMBER BELOW WITH DESCRIPTION OF SUBSTITUTION OFFERED. _____

GROUP 3 –SEYMOUR JOHNSON AFB, NC (TROOP ISSUE AND CHILD DEVELOPMENT CENTER)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL PRICE
42.	ROLLS, PARKERHOUSE FRESH, WHITE, PAN BAKED 12 PER PKG	1,000	PG		
	NSN: 8920-01-E11-1610 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				
43.	ROLLS, ENGLISH MUFFIN FRESH, ENRICHED 6 PER PKG	500	PG		
	NSN: 8920-01-E11-1934 NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				
44.	BREAD, WHITE, FRESH SLICED, THICK (FOR TEXAS TOAST) PAN BAKED,	1,000	PG		
	24 OZ LOAF NSN: 8920-01-E11-3024 LOAF PRICE _____ PRODUCT NUMBER _____				
45.	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN-BAKED	4,800	PG		
	8 PER PKG NSN: 8920-01-E11-3034 PACKAGE PRICE _____ NET WEIGHT PER PKG _____ PRODUCT NUMBER _____				
46.	BREAD, RAISIN, PAN BAKED, ROUND TOP 16 OZ LOAF	110	PG		
	NSN: 8920-01-E11-3038 PRODUCT NUMBER _____				

GROUP 3 –SEYMOUR JOHNSON AFB, NC (TROOP ISSUE AND CHILD DEVELOPMENT CENTER)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL PRICE
47.	BAGEL, FRESH, PLAIN 6 PER PKG	240	PG		
	NSN: 8920-01-E11-3040 PACKAGE PRICE _____ PRODUCT NUMBER _____				
48.	ROLLS, HOAGIE/SUBMARINE FRESH, SLICED, WHITE 8 PER PKG	1,500	PG		
	NSN: 8920-01-E11-3210 SPECIFY COUNT PER PKG _____ NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				
49.	BREAD, WHITE, ENRICHED, PAN BAKED, ROUND TOP ENRICHED				
	16 OZ LOAF NSN: 8920-01-E11-3213 LOAF PRICE _____ PRODUCT NUMBER _____	1,400	PG		
50.	ROLLS, HOT DOG, FRESH SLICED, WHITE, PAN BAKED 8 PER PKG	1,200	PG		
	NSN: 8920-01-E11-3226 SPECIFY COUNT PER PKG _____ NET WEIGHT PER PKG _____ PACKAGE PRICE _____ PRODUCT NUMBER _____				
51.	BREAD, WHOLE WHEAT, FRESH SLICED, PAN BAKED, ROUND TOP 16 OZ LOAF	1,000	PG		
	NSN: 8920-01-E11-3878 LOAF PRICE _____ PRODUCT NUMBER _____				

GROUP 3 –SEYMOUR JOHNSON AFB, NC (TROOP ISSUE AND CHILD DEVELOPMENT CENTER)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL PRICE
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52. BREAD, RYE, FRESH, SLICED
PAN BAKED, SANDWICH

16 OZ LOAF 50 PG
 NSN: 8920-01-E11-3372
 LOAF PRICE _____
 PRODUCT NUMBER _____

53. ROLLS, HAMBURGER, FRESH,
HONEY WHEAT GRAIN

12 OZ. PG 20 PG
 NSN: 8920-01-E11-6248
 PACKAGE PRICE _____
 NET WEIGHT PER PKG _____
 PRODUCT NUMBER _____

TOTAL AMOUNT GROUP III: _____
FAX NUMBER FOR ORDER PLACEMENT: _____

GOVERNMENT QUALIFICATIONS: "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS: IF YOUR OFFER ON ANY OF THE ABOVE SPECIFIED ITEMS DO NOT MEET THE REQUIREMENTS DESCRIBED, PLEASE STATE THE ITEM NUMBER BELOW WITH DESCRIPTION OF SUBSTITUTION OFFERED. _____

GROUP 4 – MCAS CHERRY POINT, NC (TROOP ISSUE AND NAVAL HOSPITAL)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
54.	BREAD, WHITE, FRESH, SLICED THICK (FOR TEXAS TOAST)				
	24 OZ LOAF NSN: 8920-01-E11-3024 PRODUCT NUMBER_____	4,800	PG		
55.	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH ENRICHED				
	24 OZ LOAF NSN: 8920-01-E11-3037 PRODUCT NUMBER_____	5,500	PG		
56.	BREAD, RAISIN, PAN BAKED, ROUND TOP				
	16 OZ LOAF NSN: 8920-01-E11-3038 PRODUCT NUMBER_____	250	PG		
57.	ROLLS, ENGLISH MUFFINS				
	6 PER PKG NSN: 8920-01-E11-3212 PACKAGE PRICE_____ NET WEIGHT PER PKG_____ PRODUCT NUMBER_____	10,600	PG		
58.	ROLLS, HOT DOG				
	12 PER PKG NSN: 8920-01-E11-3225 SPECIFY COUNT PER PKG_____ NET WEIGHT PER PKG_____ PACKAGE PRICE_____ PRODUCT NUMBER_____	4,000	PG		

GROUP 4 – MCAS CHERRY POINT, NC (TROOP ISSUE AND NAVAL HSOPITAL)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL
59.	ROLLS, FRENCH, FRESH WHITE, HEARTH BAKED, ENRICHED 6 PER PKG NSN: 8920-01-E11-3327 SPECIFY COUNT PER PKG____ NET WEIGHT PER PKG_____ PACKAGE PRICE_____ PRODUCT NUMBER_____	2,000	PG		
60.	ROLLS, HAMBURGER, FRESH, WHITE, PAN-BAKED 12 PER PKG NSN: 8920-01-E11-3581 PACKAGE PRICE_____ NET WEIGHT PER PKG_____ PRODUCT NUMBER_____	22,000	PG		
61.	BREAD, RYE, PAN BAKED, ROUND TOP, SLICED 32 OZ LOAF NSN: 8920-01-E11-3767 LOAF PRICE_____ PRODUCT NUMBER_____	50	PG		
62.	ROLLS, HOAGIE/SUBMARINE SLICED, WHITE, PAN BAKED 6 PER PKG NSN: 8920-01-E11-3830 SPECIFY COUNT PER PKG____ NET WEIGHT PER PKG_____ PACKAGE PRICE_____ PRODUCT NUMBER_____	17,000	PG		
63.	ROLLS, DINNER, FRESH WHITE, SOFT 24 PER PKG NSN: 8920-01-E11-3879 PACKAGE PRICE_____ NET WEIGHT PER PKG_____ PRODUCT NUMBER_____	2,400	PG		

GROUP 4 – MCAS CHERRY POINT, NC (TROOP ISSUE AND NAVAL HSOPITAL)

ITEM NO	DESCRIPTION AMOUNT	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL PRICE
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64.	BREAD, PART WHOLE WHEAT, LOW CALORIE, FRESH, PAN BAKED, ROUND TOP 16 OZ LOAF NSN: 8920-01-E11-4291 PRODUCT NUMBER _____	3,200	PG		
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TOTAL AMOUNT GROUP IV: _____
FAX NUMBER FOR ORDER PLACEMENT: _____

GOVERNMENT QUALIFICATIONS: "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS: IF YOUR OFFER ON ANY OF THE ABOVE SPECIFIED ITEMS DO NOT MEET THE REQUIREMENTS DESCRIBED, PLEASE STATE THE ITEM NUMBER BELOW WITH DESCRIPTION OF SUBSTITUTION OFFERED. _____

DELIVERIES**IV. DELIVERY POINTS****GROUP 1****A. FORT BRAGG, NC (TISA)**

DODAAC: W36N0Q (TISA) and W36QX9 (Army Medical Center)

Mailing Address: Cook Street, Bldg J-1952, Fort Bragg, NC 28307-5000

Point(s) of Contact: Carolyn W. Young, Linda Jackson 910-396-3809

Delivery Days/Times: Monday thru Saturday, excluding Wednesday; weekday delivery completed by 1300 hours. Weekend: delivery 8:00 A.M. completed by 1300 hrs.

Customer Specifics: Building Numbers for Troop Issue:

A-6292	C-5528	D-3039	O-1900
AT-4622	C-5725	D-3055	P-3042
AT-4684	C-6432		
AT-4686	C-6726	E-4325	2-1105
	C-7236		2-5112
C-2040	C-7433	H-4842	
C-3321	C-7634		J-1952 (TISA Dry Storage Whse)
C-4122	C-8339	M-4234	
C-4422	C8750		T-2954 (Camp McKall)
C-2523			
2-1138			
C-8344			
4-2843			
H-3606			

Building Numbers Used During Summer Training and Reserves

AT-4646	AT-4648	AT-4651	AT-4673
AT-4647	AT-4650	AT-4671	

B. POPE AIR FORCE BASE

DODAAC: FT9030 (Tisa) and FT9447 (Youth Care)

Delivery Days/Times: Monday thru Saturday, excluding Wednesday; weekday delivery completed by 1300 hours. Weekend: delivery 8:00 A.M. completed by 1300 hrs.

Customer Specifics: Building Numbers for Pope AFB

Bldg 717 (429 Surveyor St., Flight Café, area 210) Pope AFB, NC 28308

Bldg 1525 (374 Maynard St., Pope Youth Center) Pope AFB, NC 28308 See Marjorie Egger

Sunday deliveries to the above delivery points will not be required except in cases of emergency. If required, additional delivery will be made as the situation demands and/or is called for by the TISA Officer or his duly authorized representative.

All delivery trucks are required to stop at building 8-5476 (Fort Bragg Main Commissary for veterinary inspection prior to delivery.

Empty racks, containers, boxes, etc., are to be removed from any delivery point at Fort Bragg, Womack and Pope AFB within 72 hours after delivery.

Racks must be kept clean by the vendor.

EMERGENCY PROCEDURES FOR CLOSED DINING FACILITIES: When products are ordered to be delivered on non-duty days/weekends and Dining Facility personnel inadvertently are not able to receipt for the products, contact Staff Duty Officer, 396-6100. Appropriate personnel will be notified to accomplish receipt of products and effect payment.

GROUP 2

A. CAMP LEJEUNE, NC

DODAAC: M67001 and M67002

Mailing Address: Food Service SVC-SUBS, Marine Corps Base Camp Lejeune, NC 28542-0004

Delivery Address: See Below

Point(s) of Contact: Linda Derosier, (910) 451-0010/0013

Delivery Days/Times: Monday thru Friday, 6:30 a.m. – 2:00 p.m.

Customer Specifics:

Messhall 122 – Building 122, A Street, Hadnot Point

Messhall 211 – Building 211, F Street, Hadnot Point

Messhall 411 – Building 411, L Street, Hadnot Point

Messhall 521 – Building 521, O Street, Hadnot Point

Messhall 325 – Building 325, Hadnot Point

Messhall 420 – Building 420, Gonzales Lane, French Creek

Messhall BB-7 – Building BB-7, Middle Road, Courthouse Bay

Messhall RR-3 – Building RR-3, Powder road, Rifle Range

Messhall G640 – Building G640, G Street, Camp Geiger

Messhall 4012 – Building 4012, Douglas Road, New river Air Station

Messhall 455 – Building 455, Camp Johnson

Messhall 9 – Building 9, Post Lane, Camp Lejeune

Messhall1041 – Building 1041, Base Brig, Camp Lejeune

Delivery Days/Times for the following: Tuesdays and Fridays, 9:00 a.m. and 10:30 a.m.

Naval Hospital – Brester Blvd, Camp :Lejeune

GROUP 3

A. SEYMOUR JOHNSON AIR FORCE BASE

DODAAC: FT9032 (TISA) and FT9449 (Youth Care)

Mailing Address: 4TH Services Squadron, 1540 Goodson St., Seymour Johnson AFB, NC 27531

Delivery Address: Bldg 3623, Cannon Ave

Point(s) of Contact: Evon Nauls, (914) 722-2623

**Delivery Days/Times: Four (4) Days per Week, Monday, Tuesday, Thursday and Friday
08:00 a.m. and 3:00 p.m.**

Davis Dining facilities – Bldg 3623, Cannon Ave.

Expanded Flight Kitchen – Bldg 4507, Jabaraa Ave.

Child Development Center – 3710 Langley Ave.

Customer Specifics: Contractor's delivery vehicles will stop and report to the veterinary inspection point as designated for inspection of his product before proceeding to any other designated delivery points.

No deliveries are required on national legal holidays.

GROUP 4

A. MCAS Cherry Point, NC

DODAAC: M00146 and N66094

Mailing Address: Commanding General, SUFS, Supply MCAS, PSC Box 8018, Cherry Point, NC 28533-0018

Delivery Address: Same

Point(s) of Contact: Faye H. Carlson, Subsistence Chief 252-466-3323/4690

Delivery Days/Times: Monday, Tuesday, Thursday, Friday before 8:00 a.m.Customer Specifics: Enlisted Messhall, Bldg #3451, MCAS, Cherry Point, N.C, 28533-0018
Enlisted Dining Facility, Bldg #8052, Bogue Field, N.C., 28533-6000**DESCRIPTION/SPECIFICATIONS****I. DEFENSE APPROPRIATIONS ACT**

A. All items supplied under this contract and awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2533A) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be produced in the United States.

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food product supplied to the military, which are paid for by appropriated funds, must be 100% produced in the United States or its possessions. This would not apply for commissary resale items or for the acquisition of those specific items listed as follows:

<i>Bananas</i>	<i>Beef extract</i>	<i>Beef, corned, canned</i>
<i>Capers</i>	<i>Cashew Nuts</i>	<i>Brazil nuts, unroasted</i>
<i>Castor beans and oil</i>	<i>Chestnuts</i>	<i>Cocoa beans</i>
<i>Chicle</i>	<i>Tea in bulk</i>	<i>Thyme Oil</i>
<i>Coffee, raw or green bean</i>	<i>Olive Oil</i>	<i>Oranges, mandarin, canned</i>
<i>Spices and herbs, in bulk</i>	<i>Sugars, raw</i>	<i>Tapioca, flour and cassava</i>
<i>Vanilla beans</i>		
<i>Olives (green), pitted or unpitted or stuffed, in bulk</i>		
<i>Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.</i>		

C. For additional information, please consult the DoD FAR Supplement at 225.70 "Appropriations Act Restrictions" and/or contact the Contracting Officer.

II. ORDERING SYSTEM

A. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DSCP for the purposes of contractor payment and customer billing.

2. Customers will be able to order all of their bread and bakery requirements through STORES.

3. All STORES orders will be received via a 850 Transaction Set (Electronic Order). Fax orders will no longer be received. The 850 will contain information sufficient to fulfill the order, including, but not limited to, contract number, call number, P.O. number, DODAAC, clin number and required delivery date.

4. EDI capability is strongly encouraged under this solicitation. DSCP anticipates that all vendors will be EDI capable by contract start up and will take the necessary steps now to ensure that this goal is met. Offerors must consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:

850	Purchase Order
997	Functional Acknowledgment
810	Invoice

5. It is preferred that the successful vendor have access to the Internet and be able to send and receive electronic mail (e-mail).

6. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."

B. Order Placement

1. Customers shall place orders via STORES to accommodate a delivery within four (4) days. Orders shall generally be sent no later than 2:00 p.m. four (4) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery.

2. The vendor should notify the customer, no later than 48 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.

III. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 48 hours after baking.

2. Brown and Serve Rolls must be delivered within 36 hours after production.

3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

IV. QUALITY PROGRAM

A. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;

2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Customer satisfaction is monitored;
7. Product discrepancies and complaints are resolved and corrective action is initiated;
8. Salvaged items or products shall not be used; and
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP

PACKAGING AND MARKING

I. 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. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

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

INSPECTION AND ACCEPTANCE

I. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector or Contracting Officer.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.

C. The authorized inspector at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

II. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

III. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.

B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the authorized food service officer.

C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.

E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

IV. DELIVERY VEHICLE REQUIREMENTS

A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.

B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

DELIVERIES OR PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

A. The duration of the contract(s) is for a **one (1)** year period beginning on the day after the current contract expires.

B. Prior to the beginning of the ordering period for these contracts, a contractor start-up period in order to fully catalog the customers' requirements is recognized as being necessary to successfully implement this project.

II. ITEM AVAILABILITY

All items must be stocked in sufficient quantities to fill the customers' requirements. All deliveries must be made within 48 hours after order placement unless otherwise authorized by the customer.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.

B. Most customers, unless otherwise specified, will receive deliveries three (3)-four (4) times per week. Early morning deliveries are usually preferred, i.e. prior to 10:00 a.m. Saturday deliveries are not normally required, but may occasionally be necessary to support a customer's immediate need. Detailed delivery instructions appear on pages 24-26.

IV. SUBSTITUTIONS

A. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.

B. If the price of the substituted item is *lower* than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

V. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. NOTE: The MSCO Ships at Port Canaveral may require delivery on a Federal holiday. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

- | | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm other than those specified above must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

VI. EMERGENCY ORDERS

A. In order to adequately support emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

B. The vendor shall provide, at minimum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.

C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements;
7. Products delivered in unsanitary vehicles;
8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.

B. Any other conditions not specified above that are deemed to be valid reasons for return.

VIII. SHORT SHIPMENTS/SHIPPING ERRORS

A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.

B. Any product delivered in error must be picked up by the vendor on the next delivery day after notification by the ordering activity.

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

A. The DSCP Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice. Attachments to the invoice are not acceptable for purpose of making changes to quantities or dollar amounts.

B. All invoicing for payment is to be submitted electronically using EDI transactions set 810 (see pages 71-79), the WINS ordering system (see paragraph h), and/or the Market ready EDI Invoicing website available July 2003 (see paragraph I) from the DSCP Subsistence Home Page (<http://www.dscp.dla.mil/subs/submain.htm>) No paper invoices shall be submitted to DFAS for payment.

C. Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number
2. Call Number or Delivery Order Number or Contract Order Number
3. Purchase Order Number;
4. Contract Line Items listed in numeric sequence (also referred to as CLIN order)
5. Item Nomenclature
6. DODAAC
7. Quantity purchased per item in DSCP's unit of issue
8. Clearly identified and annotated changes on all copies
9. Total dollar value of each invoice (reflecting changes to the shipment, if applicable)
10. LSN or NSN

D. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.

E. The same invoice cannot be submitted with different dollar amounts. The invoice total must match the receipted delivery amount.

F. It is strongly preferred that there be only one (1) invoice per customer per delivery. Vendors are discouraged from running separate invoices for bread and bakery items. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc.

G. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.

H. The Web Invoicing System (WINS) is an alternative to both the traditional paper invoice submitted to DFAS Columbus and an Electronic Data Interchange (EDI) 810 Transaction Set. Once a vendor has registered to submit invoices through WINS, all information pertaining to the invoice is sent via the Internet to DFAS for payment with little or no cost to the vendor. Vendors can enter invoices into templates on a DFAS owned web server that processes and routes the invoices to the appropriate payment system.

To register for WINS, go to the web site <https://ecweb.dfas.mil> and click on "New Account". Include vendor account information and in approximately 1 -2 days after registration, a user ID and password will be provided. After receipt of the user ID and password, please ensure you conduct testing on the system to ensure accuracy of the data submitted and systems' compatibility. If any problems are experienced in reaching this site, please call 1-800-756-4571 for assistance.

Instructions for accessing and using WinS, a WINS User Guide specifically for Subsistence can be downloaded from www.dfas.mil <http://www.dfas.mil>. Click on Electronic Commerce and scroll to "WINS Users Manual Volume 9, DISMS User Manual".

I. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from the STORES. To register, go to the web site <http://www.dscp.dla.mil/subs/submain.htm>. After registration, you will receive a User Name and Password to access data for your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.

J. Procedures to be used for electronic invoicing (810 transaction set) are on pages 71, to 79.

NOTE: If the WINS Program or the Market Ready EDI Invoicing process is not operable at the time this contract is awarded, the awardee may submit paper invoices to DFAS Columbus, until such time that the WINS Program and/or the Market ready EDI Invoice program becomes operable. Instructions for submitting paper invoices will be included with the award document. However, once these systems become functional, the awardee will have no more than sixty (60) days to implement the applicable invoicing system.

III. PAYMENTS

A. DFAS Columbus is the payment office for all acquisitions using STORES. All invoices must be submitted electronically to DFAS Columbus for payment.

If a customer orders manually (not thru STORES), invoices must also be faxed to the Contract Specialist at (215) 737-8060.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is currently being made in approximately ten (10) days after the receipt of a proper electronic invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

D. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".

IV. ADMINISTRATION

A. Administration of the contract will be performed by DSCP in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25%, DSCP cannot guarantee that any or all of the customers will order all of their bread and bakery requirements from the successful vendor(s). Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract(s).

52.212-1 –INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS.

As prescribed in 12.301(b)(1), insert the following provision:

Instructions to Offerors -- Commercial Items (Oct. 2003)

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

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

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

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

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

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

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

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

(2)

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

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

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

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

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

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

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

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

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

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

(i) *Availability of requirements documents cited in the solicitation*.

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

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

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

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

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

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

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

(A) By telephone at (215) 697_2667/2179; or

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

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

ADDENDUM

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

1. Paragraph (b), Submission of Offers.

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

Faxed offers are NOT authorized for this solicitation.

Faxed offers are authorized for this solicitation.

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

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

Period of acceptance is 90 days.

3. Paragraph (e), Multiple Offers.

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

4. Paragraph (h), Multiple Awards.

The Government intends to make one award **Per Group**

Offers may be submitted for quantities less than those specified.

52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS

As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications -- Commercial Items (June 2003)

(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 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

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

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

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

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

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

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

(Check one of the following):

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

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

(i) *General.* The offeror represents that either-

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in

paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

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

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

(1) *Previous contracts and compliance.* The offeror represents that --

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

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 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.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States

that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(1) Listed End Product

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.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

___ Black American.

___ Hispanic American.

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

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or 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.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(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.

252.225-7000 Buy American Act--Balance of Payments Program Certificate.

As prescribed in 225.1101(1), use the following provision:

**BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(APR 2003)**

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

(b) *Evaluation.* The Government-

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

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

(c) *Certifications and identification of country of origin.*

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

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

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

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

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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52.212-4 – CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions -- Commercial Items (Oct. 2003)

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

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment 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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

(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 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 whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of

initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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)).

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct. 2003)

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

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

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002)(E.O. 13126).

(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

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

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

___ (21) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (22) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (June 2003)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (May 2002) of 52.225-3.

___ (iii) Alternate II (May 2002) of 52.225-3.

- ___ (23) 52.225-5, Trade Agreements (June 2003)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restriction on Certain Foreign Purchases (June 2003)(E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ✓ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ✓ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

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

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

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

(e)

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

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

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

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

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

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

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

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

252.212-7000 Offeror Representations and Certifications--Commercial Items.

As prescribed in 212.301(f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

(NOV 1995)

(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.

As prescribed in 212.301(f)(iii), use the following clause:

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

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

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

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

<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" 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 (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

- 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

252.247-7024

Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.204-7004 Required Central Contractor Registration.

As prescribed in 204.7304, use the following clause:

REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(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 Number 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>.

52.215-6 -- Place of Performance.

As prescribed in 15.209(f), insert the following provision:

Place of Performance (Oct 1997)

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

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

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

52.216-18 - Ordering.

As prescribed in 16.506(a), insert the following clause:

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 2, 2004 through April 29, 2006.

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

(c) If mailed, a delivery order or task 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.

52.216-22 -- Indefinite Quantity.

As prescribed in 16.506(e), insert the following clause:

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 2, 2004.

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

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

52.247-9P26 -- EVALUATION OF OFFERS (AUG 1997) DSCP

- (a) Offers for less than the total estimated quantity of any single line item will not be considered.
- (b) Each solicitation issued is a separate procurement. Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if, prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.
- (c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.
- (d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low bids on the individual items from bidders who fail to bid on all items may be forgone by the Government if acceptance (1) would prevent the Government from obtaining the majority of its needs for the majority of items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

52.252-1 -- Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

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/these address(es):

<http://www.procregs.hq.dla.mil/icps.htm>

[Insert one or more Internet addresses]

52.252-2 -- Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

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/these address(es):

<http://deskbook.dau.mil/jsp/default.jsp>

<u>CLAUSE NUMBER</u>	<u>TITLE</u>
52.203-3	GRATUITIES (Apr 1984)
52.215-5	FACSIMILE PROPOSALS (Oct 1997)
52.216-1	TYPE OF CONTRACT (Apr 1984) Firm Fixed Price, Indefinite Quantity with Economic Price Adjustment Clause.
252.217-7017	TIME OF DELIVERY (Dec 1991) DFARS Paragraph (c) : Insert 96 Hours for Dairy Items
252.217-7018	CHANGE IN PLANT LOCATION – BAKERY AND DAIRY PRODUCTS (Dec 1991) DFARS
252.217-7019	SANITARY CONDITIONS (Dec 1991) ALTERNATE 1 (Dec 1991) DFARS
52.247-34	F.O.B. DESTINATION (Nov 1991)
52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Apr 1998)

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

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

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

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

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

- (1) Identify the standard used/to be used by your firm:
 - ASC X12 Standard
 - UCS Standard

- () Other (Briefly describe): _____
- (2) Indicate the type of EDI capability your firm currently possesses or plans to possess within the next 12 months:
- () Receive requests for quotes.
 - () Send offers.
 - () Receive orders.
 - () Receive functional acknowledgements.
 - () Send functional acknowledgements.
 - () Send ship notices.
 - () Send invoices.
 - () Electronic funds transfer (EFT).
 - () Other (Briefly describe): _____
- (3) List any restrictions on government ordering you would need to impose:
- () Number of orders per contract: _____
 - () Minimum quantity per order: _____
 - () Maximum quantity per order: _____
 - () No. of ordering activities: _____
 - () No. of destinations: _____
 - () Other (Briefly describe): _____
- (4) Offeror's system point of contact for EDI:
- Name: _____
- Title: _____
- Telephone Number: _____
- (e) If you have previously furnished this information to DSCP under a separate solicitation, insert the solicitation number below and leave the above paragraphs blank. If you are updating a previous submission, insert the solicitation number of the previous submission below and complete the applicable paragraphs.
- Solicitation Number: _____

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

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

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

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

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

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

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

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

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

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

The offeror certifies that--

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

(b) Such EDI TPA--

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

(2) is dated _____; and

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

Modification Number

Date

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

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

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

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

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

Name and Address of Contractor(s)

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

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

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

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

Name and Title of
Suspended or Debarred
Individual(s): _____

Organization: (If
other than offeror)

Describe Association/
Relationship: (e.g.,
employee, consultant)

52.211-9P36 -- FDA COMPLIANCE (JAN 1992) DSCP

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

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

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

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

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

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

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

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

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

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

52.216-22 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 October 8, 2006.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. LOWEST COST TECHNICALLY ACCEPTABLE OFFER.

2. WE WILL EVALUATE THE PROPOSED PRICE OF EACH ACCEPTABLE OFFER FOR REASONABLENESS IN ACCORDANCE WITH FAR SUBPART 15.4

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

1. **INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION**

OFFERORS MUST SUBMIT THE FOLLOWING:

A. Offer

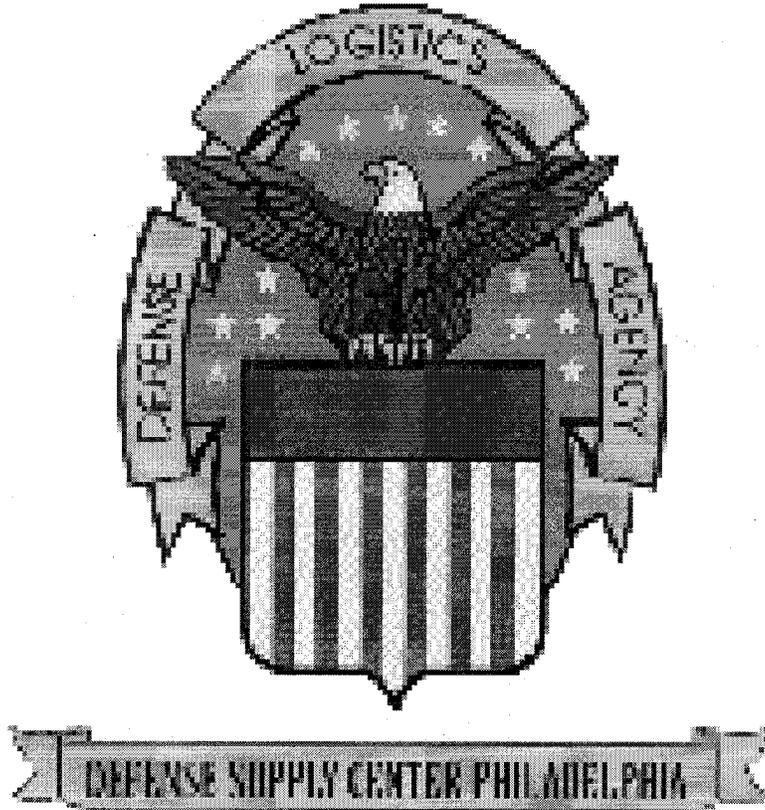
1. **Standard Form 1449**, "Solicitation, Contract, Order Form for Commercial Items," with blocks 12, 17 and 30 completed by you.
2. **RFP Section:** "Schedule of Supplies/Services: pages 7 to 19 with your proposed Prices inserted in the appropriate spaces, and item sizes and weights. NOTE: Please provide prices in accordance with unit of issue. For example, if the requirement states 3 gallon container of milk, submit pricing for a 3 gal container, not pricing per one gal container. Also provide your product number in space provided.
3. **RFP Section:** "Representation, Certifications, and Other Statements of Offeror", completed by you.

B. Other Written Information

1. **Price Information.** In addition to submitting your individual line item pricing in "Schedule of Supplies & Services, pages 5-22, you must include a copy of your Current Wholesale Price List("WPL").

June 1, 1999

SAMPLE 810 INVOICE (ELECTRONIC INVOICING)



Version 3050

Electronic Invoice

REVISED
7/30/98

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

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)

TABLE 2

Loop I.D. - IT1

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

TABLE 3

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.

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 M/Z DT				6/6

(YYMMDD) * Date of the invoice					
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
 Non P.V. BIG*980303*DSCP1111**SP030098D1234*063A**DI

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		X	N 3/3

Number of days in the terms discount period
 By which payment is due if terms discount is earned
 (e.g. 15 = 015)

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!!!

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

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

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV
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

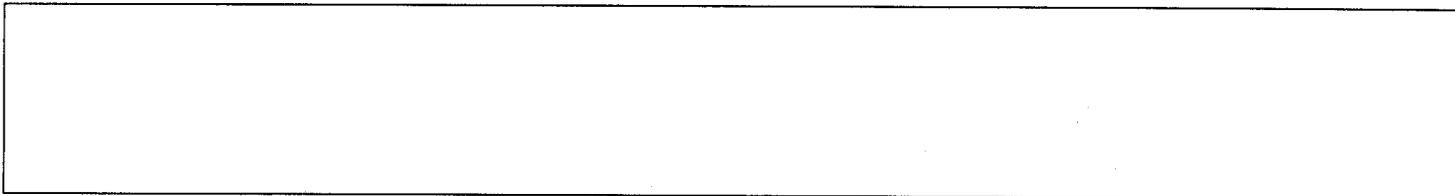
PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

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