

CAUTION NOTICE

The Defense Supply Center Philadelphia has implemented a system known as STORES (Subsistence Total Order and Receipt Electronic System) for ordering items under this solicitation. This system is implemented for all of our South Carolina DoD customers in this solicitation. Bamberg Job Corps Center is the only customer that does not use STORES. Contractors are encouraged to be EDI capable. Orders will be sent electronically using a standard EDI purchase order (ASC X12 version 3040 transaction set 850) which will come from the customer directly to you, the supplier. Your company should consider taking the necessary steps to enable your company to compete for business in the future. Your attention is directed to clauses 52.204-9P02, Information Relating to Electronic Data Interchange (EDI) (Mar 1994) DPSC and 52.204-9P01 Submission of Information Regarding Electronic Data Interchange (EDI) (MAR 1994) DPSC. Our goal at the Defense Supply Center Philadelphia is to utilize EDI to the maximum extent possible.

Offerors are cautioned that award under this commercial item solicitation may be based on initial offers received. Offerors are therefore advised to submit initial offers accordingly.

CAUTION NOTICE

NOTICE TO OUR VALUED SUPPLIERS

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

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

- COMPLETE ALL "SCHEDULE" SHEETS (OFFERED PRICES)
- COMPLETE "OFFEROR QUALIFICATIONS" - PAGE 3
- COMPLETE THE FOLLOWING CLAUSES:

52.212-3 PAGES 71 THRU 82

252.212-7000 PAGE 89

52.215-6 PAGE 92

AUTHORIZED NEGOTIATORS PAGE 4

52.216-9P15 PAGE 102 (MILK ONLY)

52.204-9P01 PAGE 97 THRU 98

PER CLAUSE 52.204-6 (ADDENDUM PAGE 96), OFFEROR IS REQUESTED TO ENTER IN BLOCK NO. 17a OF PAGE 1, THE ANNOTATION "DUNS" FOLLOWED BY THE DUNS NUMBER (9-DIGIT) WHICH IDENTIFIES THE OFFEROR'S NAME AND ADDRESS EXACTLY AS STATED IN THE OFFER.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER	PAGE 1 OF 106
2 CONTRACT NO	3 AWARD/EFFECTIVE DATE	4 ORDER NUMBER	5 SOLICITATION NUMBER SP0300-01-R-D023	6 SOLICITATION ISSUE DATE MAY 10, 2001	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME SYLVIA MEMINGER	9. TELEPHONE NUMBER (No collect calls) (215) 737-4299	8 OFFER DUE DATE/ LOCAL TIME JUNE 12, 2001	
9. ISSUED BY		CODE SP0102	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> NAJ NAICS 311511 SIZE STANDARD 500		11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING 14 THIS ACQUISITION IS <input type="checkbox"/> RFC <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
DEFENSE LOGISTICS AGENCY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE - BLDG 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111			12 DISCOUNT TERMS		
15 DELIVER TO SEE SCHEDULE			16 ADMINISTERED BY		
17a CONTRACTORY OFFEROR		CODE	18a PAYMENT WILL BE MADE BY		CODE
TELEPHONE NO		18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input checked="" type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	MILK AND DAIRY PRODUCTS FOR DoD AND NON-DoD CUSTOMERS IN SOUTH CAROLINA				
	ORDERING PERIOD: SEP 2, 2001 - AUG 31, 2002				
	DELIVERY PERIOD: SEP 5, 2001 - SEP 3, 2002				
<i>(Attach Additional Sheets as Necessary)</i>					
25 ACCOUNTING AND APPROPRIATION DATA				26 TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29 AWARD OF CONTRACT REFERENCE YOUR OFFER ON SOLICITATION (BLOCK) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS		
30a SIGNATURE OF OFFEROR/CONTRACTOR			31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) PAT AMENDOLIA		
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c DATE SIGNED	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c DATE SIGNED
32a QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34 VOUCHER NUMBER
32b SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37 CHECK NUMBER
32c DATE SIGNED			38 S/R ACCOUNT NUMBER		39 S/R VOUCHER NUMBER
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a RECEIVED BY (Print)		
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b RECEIVED AT (Location)		
41c DATE SIGNED			42c DATE RECD (YYMMDD)		

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

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

ADDENDUM

Block 8 (Continued):

Offer Due Date is **3:00 P.M. Local Philadelphia, PA time, June 12, 2001** .

Block 9 (Continued):

- Address Mailed Offer To:

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

- Deliver Handcarried Offer, Including Delivery by Commercial Carrier, to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, Second Floor
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. (local Philadelphia, PA time) Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "handcarries" the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time. Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers.

- **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.**

NOTE: If repeated telephone calls go unanswered, DSCP may be closed due to hazardous weather conditions or other unusual events or circumstances. You can call the DSCP hotline to confirm whether DSCP is open for business by calling 215-737-DSCP (3727).

- Block 17a: Offeror's assigned DUNS Number: _____

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

THIS SOLICITATION IS UNRESTRICTED . ANY SIZE BUSINESS FIRM MAY SUBMIT AN OFFER.

GOVERNMENT QUALIFICATION:

“ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR, BY GROUP.”

VENDOR QUALIFICATION:



NOTE: List points of contact, telephone, and fax numbers for all invoicing and payment issues



REMITTANCE ADDRESS:

(If different from Contractor/Offeror address in block 17a. on Page 1)



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).



IMPORTANT

DELIVERIES ARE TO BE MADE NOT LATER THAN 48 HOURS AFTER PLACEMENT OF ORDER. IF YOU REQUIRE MORE NOTICE, STATE THE NUMBER OF DAYS THAT YOU REQUIRE HERE: _____ DAYS.

INSTRUCTIONS

1. **ITEMS TO BE PROCURED: MILK AND MILK PRODUCTS**

2. **REQUIREMENTS FOR:**

FORT JACKSON, SC
MCRD PARRIS ISLAND, SC
MCAS BEAUFORT, SC
CHARLESTON AFB, SC
NAVAL HOSPITAL, CHARLESTON, SC
NAVAL CONSOLIDATED BRIG,
CHARLESTON, SC
NAVAL WEAPONS SCHOOL, SC
BAMBERG JOB CORPS CENTER, SC

THE GOVERNMENT INTENDS TO AWARD ONE OR MORE CONTRACTS FOR A TWO YEAR PERIOD. THERE IS A ONE (1) YEAR OPTION PERIOD IN THIS SOLICITATION. ACCEPTANCE OF THE OPTION YEAR IS MANDATORY. THE PRICES FOR THE OPTION YEAR SHALL BE STATED SEPARATELY. ALL FLUID MILK ITEMS (MILK WHOLE, REDUCED FAT, LOWFAT, SKIM, BUTTERMILK AND EGGNOG) ARE GOVERNED BY THE ECONOMIC PRICE ADJUSTMENT CLAUSE FOR BOTH THE BASE TERM AND THE OPTION PERIOD.

3. **EFFECTIVE PERIOD OF CONTRACT – BASE YEAR:**

ORDERING PERIOD: SEPTEMBER 2, 2001 THROUGH AUGUST 31, 2002
DELIVERY PERIOD: SEPTEMBER 5, 2001 THROUGH SEPTEMBER 3, 2002

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 (IQCs) to supply Milk and Milk Products to customers listed above.

B. The resulting contract(s) will be Indefinite Quantity Contracts (IQCs) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a two year period (base term plus one option period), with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)).

C. This acquisition for Milk and Milk Products is solicited on an "All or None" basis per group. Each group will be evaluated separately.

D. There are five groups of Milk and Dairy Products. The estimated annual value per group is as follows:

Group I – Fort Jackson	\$ 1,016,584.00
Group II – MCRD Parris Island and MCAS Beaufort	\$ 711,330.00
Group III – Shaw AFB	\$ 39,926.00
Group IV – Charleston, SC Area Customers	\$ 358,680.00
Group V – Bamberg Job Corps Center	\$ 31,343.00

The total estimated dollar value for the base term is \$2,157,863.00. The total estimated dollar value for the option period is \$2,157,863.00. The total estimated dollar value for this acquisition is \$4,315,726.00.

4. GUARANTEED MINIMUM/MAXIMUM QUANTITY:

A. The quantities shown in the schedule represent the quantities estimated to be ordered over the delivery period. Offers will be evaluated based on the estimated quantities.

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

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

D. 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.

E. If at any point during the base year the contract reaches its maximum monetary ceiling of 125% (150% in case of surge/mobilization), the Government reserves the right to exercise the option less than one (1) year after the start of the ordering period.

5. **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 cross referenced to the items offered under this solicitation. **DO NOT SUBMIT A SEPARATE LIST OF PRICING INFORMATION ESPECIALLY PREPARED FOR THIS SOLICITATION.**

C. 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". Prices for the resultant contract will be frozen for the term of the contract period, not withstanding any economic price adjustments as provided by Clause 52.216-9P15. If any offered unit price is more than two digits after the decimal point, the government will round up and down using standard mathematical rounding methods (i.e. an offer of \$.7830 will be rounded down to \$.78; an offer of \$2.435 will be rounded up to \$2.44).

D. If offering on more than one (1) group, unit prices for the same item must be identical in all groups. For example, if milk, ½ pint, is priced at \$.18 in Group 1, it must be priced at \$.18 in all groups.

6. **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, Sylvia Meminger, shall be submitted to have the item added. The Contract Specialist will contact the vendor to 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.

7. 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.

8. 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 any resultant contract(s).

9. 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 adjustments will be made to cover any costs associated with such change.

10. ORDERING SYSTEM

1. *Subsistence Total Order and Receipt Electronic System (STORES)*

A. 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.

B. Customers will be able to order all of their milk and dairy requirements through STORES.

C. Initially, STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.

D. EDI capability is not a requirement for award under this solicitation. However, offerors should 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:

832	Catalog (Vendor to DSCP)
850	Purchase Order
997	Functional Acknowledgment
861	Receipt
810	Invoice (optional at this time)

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

F. 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 half pint of milk, 2%, should be described as Milk, Reduced Fat, CHL, 2% MF, Half Pint.

2. *Order Placement*

A. Customers shall place orders via STORES to accommodate a "2-day" delivery. Orders shall generally be sent no later than 2:00 P.M. two (2) 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.

B. The vendor should notify the customer, no later than 24 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.

11. REQUIREMENTS

(See Following Pages)

BASE

TERM

SCHEDULE/PRICING

BASE TERM:

GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	MILK, LOWFAT, 1% MF	19,106 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
2.	MILK, LOWFAT, 1% MF	57,100 CO		
	<u>8910-010E11-0539</u> HALF PINT PRODUCT NUMBER _____			
3.	MILK, NONFAT [SKIM]	1,580,700 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
4.	MILK, CHOCOLATE, LOWFAT 1% MF	8,888 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

BASE TERM:

GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5.	MILK, CHOCOLATE, LOWFAT CHL, 1% MF <u>8910-01-E11-2184</u> HALF PINT PRODUCT NUMBER _____	8,600 CO		
6.	SOUR CREAM, CULTURED OR ACIDIFIED, CHL, 18% MF <u>8910-01-E11-3404</u> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	206 CO		
7.	CHEESE, COTTAGE, LOWFAT, CREAMED, SMALL OR LARGE CURD <u>8910-01-E11-3403</u> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	19,440 CO		
8.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS] HALF PINT PLASTIC/FIBER <u>8920-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____ <u>8920-01-E11-2974</u> PEACH PRODUCT NUMBER _____ <u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____	785,000 HP		
			<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
			<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
			<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

BASE TERM:

GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9.	EGGNOG, CHL (IN SEASON) <u>8910-01-E11-0586</u> QUART PRODUCT NUMBER _____	1,100 QT		

10.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY] HALF PINT(*) PLASTIC/FIBER (*) AN OFFER ON A 10 OZ SIZE IN LIEU OF A HALF PINT (8 OZ) SIZE IS AN ACCEPTABLE ALTERNATE.	41,600 CO		
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8960-01-E11-1699
FRUIT PUNCH
PRODUCT NUMBER _____

8960-01-E11-5221
LEMON
PRODUCT NUMBER _____

8960-01-E11-1673
ORANGE
PRODUCT NUMBER _____

8960-01-E11-1676
GRAPE
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

BASE TERM ESTIMATED TOTAL-- GROUP I _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

BASE TERM:

**GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS
BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
11.	MILK, LOWFAT, 1% MF	27,530 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
12.	MILK, NONFAT [SKIM]	87,882 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
13.	MILK, CHOCOLATE, LOWFAT, 1.0% - 1.5% MF	24,320 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
14.	SOUR CREAM, CULTURED OR ACIDIFIED, 18% MF	1,660 CO		
	<u>8910-01-E11-3404</u> BULK, 5 LB CONTAINER PRICE PER LB _____ PRODUCT NUMBER _____			

BASE TERM:

**GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS
BEAUFORT, SC [TROOP ISSUE] – UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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15.	CHEESE, COTTAGE, CREAMED REGULAR, SMALL OR LARGE CURD	7,270 CO		
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8910-01-E11-3402
BULK, 5 LB CONTAINER
PER LB _____
PRODUCT NUMBER _____

16.	YOGURT, LOWFAT ASSORTED FLAVORS – MINIMUM OF 3 FLAVORS	121,680 CO		
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HALF PINT PLASTIC/FIBER

8910-01-E11-3556
STRAWBERRY
PRODUCT NUMBER _____

8910-01-E11-3557
BLUEBERRY
PRODUCT NUMBER _____

8910-01-E11-2974
PEACH
PRODUCT NUMBER _____

8910-01-E11-0539
RASPBERRY
PRODUCT NUMBER _____

8910-01-E11-3649
STRAWBERRY BANANA
PRODUCT NUMBER _____

8910-01-E11-3863
BLACK CHERRY
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

BASE TERM:

GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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17.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY]	25,100 CO		
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HALF PINT(*) PLASTIC/FIBER

(*) AN OFFER ON A 10 OZ SIZE IN LIEU OF A HALF PINT (8 OZ) SIZE IS AN ACCEPTABLE ALTERNATE.

8960-01-E11-1699
FRUIT PUNCH
PRODUCT NUMBER _____

8960-01-E11-5221
LEMON
PRODUCT NUMBER _____

8960-01-E11-1673
ORANGE
PRODUCT NUMBER _____

8960-01-E11-1676
GRAPE
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

18.	EGGNOG, CHL (IN SEASON)	34 QT		
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8910-01-E11-0586
QUART
PRODUCT NUMBER _____

BASE YEAR ESTIMATED TOTAL -- GROUP II _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

BASE TERM

GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	MILK, LOWFAT, 1% MF <u>8910-01-E11-0539</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	36,850	CO	
20.	MILK, LOWFAT, 1% MF <u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ OR <u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	1,050	CO	
21.	MILK, CHOCOLATE, NONFAT <u>8910-01-E11-2203</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	19,110	CO	
22.	MILK, CHOCOLATE, NONFAT <u>8910-01-E11-3397</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ OR <u>8910-01-E11-3398</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	180	CO	
23.	MILK, NONFAT [SKIM] <u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	26,790	CO	

BASE TERM:

GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
24.	MILK, WHOLE	220 CO		
	<u>8910-01-E11-2739</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2740</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
25.	MILK, REDUCED FAT, 2% MF	170 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

BASE TERM:

GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
26.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS HALF PINT PLASTIC/FIBER	7,680 CO		
	<u>8910-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____		<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-2974</u> PEACH PRODUCT NUMBER _____		<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____		<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	
	<u>8910-01-1762</u> PLAIN PRODUCT NUMBER _____			

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

27. ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQUID,
FOR SOFT SERVE DISPENSER 2,260 CO

8910-01-E11-1600
HALF GALLON
PRODUCT NUMBER _____

28. ICE CREAM MIX, REDUCED FAT, CHOCOLATE, CHL, LIQUID,
FOR SOFT SERVE DISPENSER 2,000 HG

8910-01-E11-1601
HALF GALLON
PRODUCT NUMBER _____

BASE TERM:**GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
29.	EGGNOG, CHL (IN SEASON) 1% LOW FAT OR NONFAT [SKIM] IN SEASON 8 TO 10 OUNCE PLASTIC OR COATED PAPER CONTAINER SUITABLE FOR INDIVIDUAL SALE SPECIFY SIZE _____ PRODUCT NUMBER _____	50 CO		

BASE YEAR ESTIMATED TOTAL -- GROUP III _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

BASE TERM:

**GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC,
NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –
UNRESTRICTED**

**NOTE: PERIODICALLY DURING THE COURSE OF THE CONTRACT DELIVERY PERIOD,
DELIVERY ORDERS MAY BE ISSUED FOR DELIVERY TO MESSSES AFLOAT [U.S. AND
FOREIGN VESSELS] TEMPORARILY DOCKED IN CHARLESTON, SC. THE SUCCESSFUL
OFFEROR WILL BE EXPECTED TO SERVICE THESE VESSEL S AND SUPPLY ANY ITEM
TO THESE VESSELS THAT ARE IN THIS GROUP OF ITEMS [GROUP IV]**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
30	MILK, WHOLE, CHL <u>8910-01-E11-0535</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____ CHILD DEVELOPMENT CENTER – CHARLESTON AFB – 2,050 HG	2,092 HG		
31.	MILK, LOWFAT, 1% MF <u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ OR <u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ NWS GALLEY, CHARLESTON, SC – 15,026 CO CHARLESTON AFB [TROOP] – 2,908 CO NAVAL BRIG – 3,810 GL NAVAL HOSPITAL – 274 CO MESSSES AFLOAT, CHARLESTON, SC – 60 CO	22,078 CO		
32.	MILK, REDUCED FAT, 2% MF <u>8910-01-E11-0548</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____ CHARLESTON AFB (CDC), CHARLESTON, SC – 4,010 HG	4,010 HG		

BASE TERM:

GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS
GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –
UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
33.	MILK, REDUCED FAT, 2% MF	4 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	NAVAL HOSPITAL, CHARLESTON, SC – 4 CO			
34.	MILK, NONFAT [SKIM]	51,664 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) – 50,544 CO MESSES AFLOAT – 1,120 CO			
35.	MILK, CHOCOLATE FLAVORED, LOWFAT	34,960 CO		
	<u>8910-01-E11-2184</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) – 34,200 CO MESSES AFLOAT – 760 CO			

BASE TERM:

GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
36.	MILK, CHOCOLATE FLAVORED, LOWFAT	3,626 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	NWS GALLEY – 3,044 CO NAVAL BRIG – 516 CO NAVAL HOSPITAL, CHARLESTON, SC – 66 CO			
37.	MILK, LACTOSE FREE, WHOLE	184 CO		
	<u>8910-01-E11-3994</u> QUART PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (CDC) – 184 CO			
38	SOUR CREAM, CULTURED OR ACIDIFIED	48 CO		
	<u>8910-01-E11-0610</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	MESSES AFLOAT – 48 CO			
39.	SOUR CREAM, CULTURED OR ACIDIFIED	20 CO		
	<u>8910-01-E11-1700</u> PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	NAVAL HOSPITAL – 20 CO			

BASE TERM:

**GROUP IV- MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS
GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] -
UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
40.	SOUR CREAM, CULTURED OR ACIDIFIED	620 CO		
	<u>8910-01-E11-3404</u> 5 LB CO PLASTIC/FIBER PRODUCT NUMBER _____			
	NWS CHARLESTON - 520 CO NAVAL HOSPITAL, CHARLESTON, SC - 100 CO			
41.	CHEESE, COTTAGE, CREAMED LOWFAT, SMALL OR LARGE CURD	1,728 CO		
	<u>8910-01-E11-3403</u> 5 POUND CONTAINER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) - 1,728 CO			
42.	CHEESE, COTTAGE, CREAMED, REGULAR, SMALL OR LARGE CURD	3,278 CO		
	<u>8910-01-E11-3402</u> 5 POUND CONTAINER PRODUCT NUMBER _____			
	MESSES AFLOAT - 16 CO NAVAL HOSPITAL, CHARLESTON, SC - 336 CO NWS CHARLESTON - 2,926 CO			
43.	JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHL	486 HP		
	<u>891501-E11-2984</u> HALF PINT PRODUCT NUMBER _____			
	NAVAL HOSPITAL - 480 HP MESSES AFLOAT - 6 HP			

BASE TERM:

GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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44.	EGGNOG (IN SEASON)	116 QT		
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8910-01-E11-0586
 QUART PLASTIC/FIBER
 PRODUCT NUMBER _____

MESSES AFLOAT – 36 QT
 NWS CHARLESTON – 80 QT

45.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS]	42,742 HP		
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HALF PINT PLASTIC/FIBER

CHARLESTON AFB (TROOP ISSUE) – 8,254 HP
 MESSES AFLOAT – 360 HP
 NWS CHARLESTON – 34,272 HP

8910-01-E11-3556
 STRAWBERRY
 PRODUCT NUMBER _____

8910-01-E11-3557
 BLUEBERRY
 PRODUCT NUMBER _____

8910-01-E11-2974
 PEACH
 PRODUCT NUMBER _____

8910-01-E11-0539
 RASPBERRY
 PRODUCT NUMBER _____

8910-01-E11-3649
 STRAWBERRY BANANA
 PRODUCT NUMBER _____

8910-01-E11-3863
 BLACK CHERRY
 PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
 PRODUCT NUMBER _____

BASE TERM:

GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
46.	ICE CREAM MIX, REDUCED FAT, CHOCOLATE, CHL, LIQUID, FOR SOFT SERVE DISPENSER	3,234 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
	NWS GALLEY – 2,628 HG NAVAL HOSPITAL, CHARLESTON, SC – 606 HG			
47.	ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQUID, FOR SOFT SERVE DISPENSER	3,894 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
	NWS GALLEY – 3,042 HG NAVAL HOSPITAL, CHARLESTON, SC – 852 HG			

BASE YEAR ESTIMATED TOTAL -- GROUP IV _____

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ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

BASE TERM:

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
48.	MILK, WHOLE, CHL	365 CO		
	<u>8910-01-E11-2739</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2740</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
49.	MILK, REDUCED FAT, 2% MF	300 CO		
	<u>8910-01-E11-0546</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
50.	MILK, REDUCED FAT, 2% MF	100 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
51.	MILK, LOWFAT, 1% MF	100 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

BASE TERM:

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
52.	MILK, SKIM (NONFAT), WHITE	10 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER			
53.	MILK, CHOCOLATE FLAVORED, LOW FAT, 1% MF	365 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
54.	MILK, CHOCOLATE, WHOLE	365 CO		
	<u>8910-01-E11-0570</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-0571</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
55.	SOUR CREAM, CULTURED OR ACIDIFIED	50 CO		
	<u>8910-01-E11-4835</u> HALF PINT PRODUCT NUMBER _____			
56.	BUTTERMILK, LOWFAT	10 HG		
	<u>8910-01-E11-0583</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____			

BASE TERM:

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
57.	CHEESE, COTTAGE, CREAMED, <u>REGULAR</u> , SMALL OR LARGE CURD	60 CO		
	<u>8910-01-E11-3402</u> BULK, 5 POUND PACKAGE PRICE PER POUND _____ PRODUCT NUMBER _____			
58.	CHEESE, COTTAGE, CREAMED, <u>LOWFAT</u> , SMALL OR LARGE CURD	20 CO		
	<u>8910-01-E11-3403</u> BULK, 5 POUND PACKAGE PRICE PER POUND _____ PRODUCT NUMBER _____			
59.	COTTAGE CHEESE, CREAMED WITH PINEAPPLE	100 CO		
	<u>8910-01-E11-3922</u> ONE POUND CONTAINER PRODUCT NUMBER _____			
60.	HALF AND HALF	20 CO		
	<u>8910-01-E11-0592</u> QUART PRODUCT NUMBER _____			
61.	EGGNOG (IN SEASON)	40 CO		
	<u>8910-01-E11-0586</u> QUART PLASTIC/FIBER PRODUCT NUMBER _____			
62.	ICE CREAM MIX, SOFT SERVE, <u>VANILLA</u>	3,285 HG		
	<u>8910-01-E11-1600</u> HALF GALLON PRODUCT NUMBER _____			

BASE TERM:

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
63.	ICE CREAM MIX, SOFT SERVE, <u>CHOCOLATE</u>	3,285 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
64.	MILK SHAKE MIX, LIQUID, <u>VANILLA</u> (FOR USE WITH MILK SHAKE MACHINES)	50 HG		
	<u>8910-01-E11-1598</u> HALF GALLON PRODUCT NUMBER _____			
65.	MILK SHAKE MIX, LIQUID, <u>CHOCOLATE</u> (FOR USE WITH MILK SHAKE MACHINES)	50 HG		
	<u>8910-01-E11-1599</u> HALF GALLON PRODUCT NUMBER _____			
66.	YOGURT, LOWFAT, PLAIN	11,680 CO		
	<u>8910-01-E11-1762</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			

BASE TERM:

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
67.	YOGURT, <u>LOWFAT</u> , CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS] HALF PINT PLASTIC/FIBER	11,680	CO	
	<u>8910-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____		<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-2974</u> PEACH PRODUCT NUMBER _____		<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____		<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

68.	YOGURT, <u>REGULAR</u> , PLAIN	11,680	CO	
	<u>8910-01-E11-0648</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			

BASE TERM::

GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
69.	YOGURT, CHILLED, <u>REGULAR</u> , ASSORTED FLAVORS – MINIMUM OF 3 FLAVORS HALF PINT PLASTIC/FIBER	11,680 CO		
	<u>8910-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____		<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-2974</u> PEACH PRODUCT NUMBER _____		<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____		<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

BASE YEAR ESTIMATED TOTAL – GROUP V _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

OPTION

YEAR

SCHEDULE/PRICING *

(MANDATORY)



***OPTION YEAR PRICING MAY BE SUBMITTED AS A FIXED DOLLAR/CENTS AMOUNT OR MAY BE SUBMITTED AS A PERCENTAGE INCREASE/DECREASE FROM THE BASE TERM PRICES OFFERED. HOWEVER, IF A PERCENTAGE IS USED (STATE +% HERE _____), THE ACTUAL DOLLAR/CENTS AMOUNT MUST BE CALCULATED AND FILLED OUT ON THE FOLLOWING PAGES FOR THE OPTION YEAR. THE ECONOMIC PRICE ADJUSTMENT CLAUSE WILL BE UTILIZED FOR THE ENTIRE LENGTH OF THIS/THESE CONTRACT(S) (BASE PLUS OPTION) IN DETERMINING PRICE ADJUSTMENTS FOR APPLICABLE DAIRY PRODUCTS.**

OPTION YEAR :

GROUP VI – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
70.	MILK, LOWFAT, 1% MF	19,106 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
71.	MILK, LOWFAT, 1% MF	57,100 CO		
	<u>8910-010E11-0539</u> HALF PINT PRODUCT NUMBER _____			
72.	MILK, NONFAT [SKIM]	1,580,700 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
73.	MILK, CHOCOLATE, LOWFAT 1% MF	8,888 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

OPTION YEAR:

GROUP VI – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
74.	MILK, CHOCOLATE, LOWFAT CHL, 1% MF <u>8910-01-E11-2184</u> HALF PINT PRODUCT NUMBER _____	8,600 CO		
75.	SOUR CREAM, CULTURED OR ACIDIFIED, CHL, 18% MF <u>8910-01-E11-3404</u> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	206 CO		
76.	CHEESE, COTTAGE, LOWFAT, CREAMED, SMALL OR LARGE CURD <u>8910-01-E11-3403</u> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	19,440 CO		
77.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS] HALF PINT PLASTIC/FIBER <u>8920-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____ <u>8920-01-E11-2974</u> PEACH PRODUCT NUMBER _____ <u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____	785,000 HP		
			<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
			<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
			<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

OPTION YEAR:

GROUP VI – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
78.	EGGNOG, CHL (IN SEASON)	1,100 QT		
	<u>8910-01-E11-0586</u> QUART PRODUCT NUMBER _____			

79.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY]	41,600 CO		
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HALF PINT(*) PLASTIC/FIBER

(*) AN OFFER ON A 10 OZ SIZE IN LIEU OF A HALF PINT (8 OZ) SIZE IS AN ACCEPTABLE ALTERNATE.

8960-01-E11-1699
FRUIT PUNCH
PRODUCT NUMBER _____

8960-01-E11-5221
LEMON
PRODUCT NUMBER _____

8960-01-E11-1673
ORANGE
PRODUCT NUMBER _____

8960-01-E11-1676
GRAPE
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

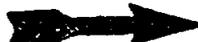
FLAVOR: _____
PRODUCT NUMBER _____

OPTION YEAR ESTIMATED TOTAL-- GROUP VI _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):



NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

OPTION YEAR:

**GROUP VII – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS
BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
80.	MILK, LOWFAT, 1% MF	27,530 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
81.	MILK, NONFAT [SKIM]	87,882 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
82.	MILK, CHOCOLATE, LOWFAT, 1.0% - 1.5% MF	24,320 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
83.	SOUR CREAM, CULTURED OR ACIDIFIED, 18% MF	1,660 CO		
	<u>8910-01-E11-3404</u> BULK, 5 LB CONTAINER PRICE PER LB _____ PRODUCT NUMBER _____			

OPTION YEAR:

**GROUP VII – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS
BEAUFORT, SC [TROOP ISSUE] – UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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84.	CHEESE, COTTAGE, CREAMED REGULAR, SMALL OR LARGE CURD	7,270 CO		
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8910-01-E11-3402
BULK, 5 LB CONTAINER
PER LB _____
PRODUCT NUMBER _____

85.	YOGURT, LOWFAT ASSORTED FLAVORS – MINIMUM OF 3 FLAVORS	121,680 CO		
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HALF PINT PLASTIC/FIBER

8910-01-E11-3556
STRAWBERRY
PRODUCT NUMBER _____

8910-01-E11-3557
BLUEBERRY
PRODUCT NUMBER _____

8910-01-E11-2974
PEACH
PRODUCT NUMBER _____

8910-01-E11-0539
RASPBERRY
PRODUCT NUMBER _____

8910-01-E11-3649
STRAWBERRY BANANA
PRODUCT NUMBER _____

8910-01-E11-3863
BLACK CHERRY
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

OPTION YEAR:

GROUP VII – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
86.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY] HALF PINT(*) PLASTIC/FIBER	25,100 CO		

(*) AN OFFER ON A 10 OZ SIZE IN LIEU OF A HALF PINT (8 OZ) SIZE IS AN ACCEPTABLE ALTERNATE.

8960-01-E11-1699
FRUIT PUNCH
PRODUCT NUMBER _____

8960-01-E11-5221
LEMON
PRODUCT NUMBER _____

8960-01-E11-1673
ORANGE
PRODUCT NUMBER _____

8960-01-E11-1676
GRAPE
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

87.	EGGNOG, CHL (IN SEASON)	34 QT		
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8910-01-E11-0586
QUART
PRODUCT NUMBER _____

OPTION YEAR ESTIMATED TOTAL – GROUP VII _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____



OPTION YEAR

GROUP VIII – MILK AND MILK PRODUCTS FOR SHAW AFB, SC - UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
88.	MILK, LOWFAT, 1% MF	36,850 CO		
	<u>8910-01-E11-0539</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
89.	MILK, LOWFAT, 1% MF	1,050 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
90.	MILK, CHOCOLATE, NONFAT	19,110 CO		
	<u>8910-01-E11-2203</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
91.	MILK, CHOCOLATE, NONFAT	180 CO		
	<u>8910-01-E11-3397</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR			
	<u>8910-01-E11-3398</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
92.	MILK, NONFAT [SKIM]	26,790 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			

OPTION YEAR

GROUP VIII – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
93.	MILK, WHOLE	220 CO		
	<u>8910-01-E11-2739</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2740</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
94.	MILK, REDUCED FAT, 2% MF	170 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u>			
	<u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

OPTION YEAR

GROUP VIII – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
95.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS	7,680	CO	
	HALF PINT PLASTIC/FIBER			
	<u>8910-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____		<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-2974</u> PEACH PRODUCT NUMBER _____		<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____		<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	
	<u>8910-01-1762</u> PLAIN PRODUCT NUMBER _____			

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

96.	ICE CREAM MIX, REDUCED FAT, <u>VANILLA</u> , CHL, LIQUID, FOR SOFT SERVE DISPENSER	2,260	CO	
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8910-01-E11-1600
HALF GALLON
PRODUCT NUMBER _____

97.	ICE CREAM MIX, REDUCED FAT, <u>CHOCOLATE</u> , CHL, LIQUID, FOR SOFT SERVE DISPENSER	2,000	HG	
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8910-01-E11-1601
HALF GALLON
PRODUCT NUMBER _____

OPTION YEAR

GROUP VIII – MILK AND MILK PRODUCTS FOR SHAW AFB, SC – UNRESTRICTED

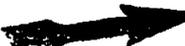
<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
98.	EGGNOG, CHL (IN SEASON) 1% LOW FAT OR NONFAT [SKIM] IN SEASON 8 TO 10 OUNCE PLASTIC OR COATED PAPER CONTAINER SUITABLE FOR INDIVIDUAL SALE SPECIFY SIZE _____ PRODUCT NUMBER _____	50 CO		

OPTION YEAR ESTIMATED TOTAL -- GROUP VIII _____

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

 NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

OPTION YEAR

**GROUP IX – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC,
NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –
UNRESTRICTED**

**NOTE: PERIODICALLY DURING THE COURSE OF THE CONTRACT DELIVERY PERIOD,
DELIVERY ORDERS MAY BE ISSUED FOR DELIVERY TO MESSSES AFLOAT [U.S. AND
FOREIGN VESSELS] TEMPORARILY DOCKED IN CHARLESTON, SC. THE SUCCESSFUL
OFFEROR WILL BE EXPECTED TO SERVICE THESE VESSELS AND SUPPLY ANY ITEM
TO THESE VESSELS THAT ARE IN THIS GROUP OF ITEMS [GROUP IV]**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
99.	MILK, WHOLE, CHL <u>8910-01-E11-0535</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____ CHILD DEVELOPMENT CENTER – CHARLESTON AFB – 2,050 HG	2,092 HG		
100.	MILK, LOWFAT, 1% MF <u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <u>OR</u> <u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ NWS GALLEY, CHARLESTON, SC – 15,026 CO CHARLESTON AFB [TROOP] – 2,908 CO NAVAL BRIG – 3,810 GL NAVAL HOSPITAL – 274 CO MESSSES AFLOAT, CHARLESTON, SC – 60 CO	22,078 CO		
101.	MILK, REDUCED FAT, 2% MF <u>8910-01-E11-0548</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____ CHARLESTON AFB (CDC), CHARLESTON, SC – 4,010 HG	4,010 HG		

OPTION YEAR

**GROUP IX – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS
GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –
UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
102.	MILK, REDUCED FAT, 2% MF	4 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u> <u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	NAVAL HOSPITAL, CHARLESTON, SC – 4 CO			
103.	MILK, NONFAT [SKIM]	51,664 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) – 50,544 CO MESSES AFLOAT – 1,120 CO			
104.	MILK, CHOCOLATE FLAVORED, LOWFAT	34,960 CO		
	<u>8910-01-E11-2184</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) – 34,200 CO MESSES AFLOAT – 760 CO			

OPTION YEAR

**GROUP IX – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS
GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –
UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
105.	MILK, CHOCOLATE FLAVORED, LOWFAT	3,626 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	NWS GALLEY – 3,044 CO NAVAL BRIG – 516 CO NAVAL HOSPITAL, CHARLESTON, SC – 66 CO			
106.	MILK, LACTOSE FREE, WHOLE	184 CO		
	<u>8910-01-E11-3994</u> QUART PLASTIC/FIBER PRODUCT NUMBER _____			
	CHARLESTON AFB (CDC) – 184 CO			
107	SOUR CREAM, CULTURED OR ACIDIFIED	48 CO		
	<u>8910-01-E11-0610</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	MESSES AFLOAT – 48 CO			
108.	SOUR CREAM, CULTURED OR ACIDIFIED	20 CO		
	<u>8910-01-E11-1700</u> PINT PLASTIC/FIBER PRODUCT NUMBER _____			
	NAVAL HOSPITAL – 20 CO			

OPTION YEAR

**GROUP IX- MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS
GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] -
UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
109.	SOUR CREAM, CULTURED OR ACIDIFIED	620 CO		
	<u>8910-01-E11-3404</u> 5 LB CO PLASTIC/FIBER PRODUCT NUMBER _____			
	NWS CHARLESTON - 520 CO NAVAL HOSPITAL, CHARLESTON, SC - 100 CO			
110.	CHEESE, COTTAGE, CREAMED <u>LOWFAT</u> , SMALL OR LARGE CURD	1,728 CO		
	<u>8910-01-E11-3403</u> 5 POUND CONTAINER PRODUCT NUMBER _____			
	CHARLESTON AFB (TROOP ISSUE) - 1,728 CO			
111.	CHEESE, COTTAGE, CREAMED, <u>REGULAR</u> , SMALL OR LARGE CURD	3,278 CO		
	<u>8910-01-E11-3402</u> 5 POUND CONTAINER PRODUCT NUMBER _____			
	MESSES AFLOAT - 16 CO NAVAL HOSPITAL, CHARLESTON, SC - 336 CO NWS CHARLESTON - 2,926 CO			
112.	JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHL	486 HP		
	<u>891501-E11-2984</u> HALF PINT PRODUCT NUMBER _____			
	NAVAL HOSPITAL - 480 HP MESSES AFLOAT - 6 HP			

OPTION YEAR

GROUP IX – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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113.	EGGNOG (IN SEASON)	116 QT		
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8910-01-E11-0586
 QUART PLASTIC/FIBER
 PRODUCT NUMBER _____

MESSES AFLOAT – 36 QT
 NWS CHARLESTON – 80 QT

114.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS]	42,742 HP		
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HALF PINT PLASTIC/FIBER

CHARLESTON AFB (TROOP ISSUE) – 8,254 HP
 MESSES AFLOAT – 360 HP
 NWS CHARLESTON – 34,272 HP

8910-01-E11-3556
 STRAWBERRY
 PRODUCT NUMBER _____

8910-01-E11-3557
 BLUEBERRY
 PRODUCT NUMBER _____

8910-01-E11-2974
 PEACH
 PRODUCT NUMBER _____

8910-01-E11-0539
 RASPBERRY
 PRODUCT NUMBER _____

8910-01-E11-3649
 STRAWBERRY BANANA
 PRODUCT NUMBER _____

8910-01-E11-3863
 BLACK CHERRY
 PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
 PRODUCT NUMBER _____

OPTION YEAR

GROUP IX – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC (TROOP ISSUE AND CHILD DEVELOPMENT CENTER) – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
115.	ICE CREAM MIX, REDUCED FAT, CHOCOLATE, CHL, LIQUID, FOR SOFT SERVE DISPENSER	3,234 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
	NWS GALLEY – 2,628 HG NAVAL HOSPITAL, CHARLESTON, SC – 606 HG			
116.	ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQUID, FOR SOFT SERVE DISPENSER	3,894 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
	NWS GALLEY – 3,042 HG NAVAL HOSPITAL, CHARLESTON, SC – 852 HG			

OPTION YEAR ESTIMATED TOTAL – GROUP IX _____



WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):



NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
117.	MILK, WHOLE, CHL	365 CO		
	<u>8910-01-E11-2739</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u> <u>8910-01-E11-2740</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
118.	MILK, REDUCED FAT, 2% MF	300 CO		
	<u>8910-01-E11-0546</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
119.	MILK, REDUCED FAT, 2% MF	100 CO		
	<u>8910-01-E11-2152</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u> <u>8910-01-E11-2149</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
120.	MILK, LOWFAT, 1% MF	100 CO		
	<u>8910-01-E11-2161</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<u>OR</u> <u>8910-01-E11-2170</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
121.	MILK, SKIM (NONFAT), WHITE	10 CO		
	<u>8910-01-E11-0550</u> HALF PINT PLASTIC/FIBER			
122.	MILK, CHOCOLATE FLAVORED, LOW FAT, 1% MF	365 CO		
	<u>8910-01-E11-2644</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-2645</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
123.	MILK, CHOCOLATE, WHOLE	365 CO		
	<u>8910-01-E11-0570</u> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	OR <u>8910-01-E11-0571</u> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
124.	SOUR CREAM, CULTURED OR ACIDIFIED	50 CO		
	<u>8910-01-E11-4835</u> HALF PINT PRODUCT NUMBER _____			
125.	BUTTERMILK, LOWFAT	10 HG		
	<u>8910-01-E11-0583</u> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____			

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
126.	CHEESE, COTTAGE, CREAMED, <u>REGULAR</u> , SMALL OR LARGE CURD <u>8910-01-E11-3402</u> BULK, 5 POUND PACKAGE PRICE PER POUND _____ PRODUCT NUMBER _____	60 CO		
127.	CHEESE, COTTAGE, CREAMED, <u>LOWFAT</u> , SMALL OR LARGE CURD <u>8910-01-E11-3403</u> BULK, 5 POUND PACKAGE PRICE PER POUND _____ PRODUCT NUMBER _____	20 CO		
128.	COTTAGE CHEESE, CREAMED WITH PINEAPPLE <u>8910-01-E11-3922</u> ONE POUND CONTAINER PRODUCT NUMBER _____	100 CO		
129.	HALF AND HALF <u>8910-01-E11-0592</u> QUART PRODUCT NUMBER _____	20 CO		
130.	EGGNOG (IN SEASON) <u>8910-01-E11-0586</u> QUART PLASTIC/FIBER PRODUCT NUMBER _____	40 CO		
131.	ICE CREAM MIX, SOFT SERVE, <u>VANILLA</u> <u>8910-01-E11-1600</u> HALF GALLON PRODUCT NUMBER _____	3,285 HG		

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
132.	ICE CREAM MIX, SOFT SERVE, <u>CHOCOLATE</u>	3,285 HG		
	<u>8910-01-E11-1601</u> HALF GALLON PRODUCT NUMBER _____			
133.	MILK SHAKE MIX, LIQUID, <u>VANILLA</u> (FOR USE WITH MILK SHAKE MACHINES)	50 HG		
	<u>8910-01-E11-1598</u> HALF GALLON PRODUCT NUMBER _____			
134.	MILK SHAKE MIX, LIQUID, <u>CHOCOLATE</u> (FOR USE WITH MILK SHAKE MACHINES)	50 HG		
	<u>8910-01-E11-1599</u> HALF GALLON PRODUCT NUMBER _____			
135.	YOGURT, LOWFAT, PLAIN	11,680 CO		
	<u>8910-01-E11-1762</u> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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136.	YOGURT, <u>LOWFAT</u> , CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS]	11,680 CO		
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HALF PINT PLASTIC/FIBER

8910-01-E11-3556
STRAWBERRY
PRODUCT NUMBER _____

8910-01-E11-3557
BLUEBERRY
PRODUCT NUMBER _____

8910-01-E11-2974
PEACH
PRODUCT NUMBER _____

8910-01-E11-0539
RASPBERRY
PRODUCT NUMBER _____

8910-01-E11-3649
STRAWBERRY BANANA
PRODUCT NUMBER _____

8910-01-E11-3863
BLACK CHERRY
PRODUCT NUMBER _____

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

137.	YOGURT, <u>REGULAR</u> , PLAIN	11,680 CO		
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8910-01-E11-0648
HALF PINT PLASTIC/FIBER
PRODUCT NUMBER _____

OPTION YEAR

GROUP X – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
138.	YOGURT, CHILLED, <u>REGULAR</u> , ASSORTED FLAVORS – MINIMUM OF 3 FLAVORS HALF PINT PLASTIC/FIBER	11,680	CO	
	<u>8910-01-E11-3556</u> STRAWBERRY PRODUCT NUMBER _____		<u>8910-01-E11-3557</u> BLUEBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-2974</u> PEACH PRODUCT NUMBER _____		<u>8910-01-E11-0539</u> RASPBERRY PRODUCT NUMBER _____	
	<u>8910-01-E11-3649</u> STRAWBERRY BANANA PRODUCT NUMBER _____		<u>8910-01-E11-3863</u> BLACK CHERRY PRODUCT NUMBER _____	

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: _____
PRODUCT NUMBER _____

OPTION YEAR ESTIMATED TOTAL – GROUP X _____

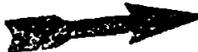
WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME _____ PHONE NUMBER _____

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE () _____



NOTE: ANY QUALIFICATION REQUESTING MONETARY DEPOSITS ON MILK CASES DELIVERED OR ANY LIABILITY TO THE GOVERNMENT FOR LOST OR DAMAGED MILK CASES WILL RENDER YOUR BID NON-RESPONSIVE/UNACCEPTABLE, SINCE ANY SUCH QUALIFICATION IS IN DIRECT VIOLATION OF CLAUSE 52.217-7213, RESPONSIBILITY FOR CONTAINERS AND EQUIPMENT (APR 1967) DFARS, HEREBY MADE A PART OF THIS SOLICITATION.

***BULK MILK CONTAINERS**

THE BULK MILK/JUICE DISPENSER CONTAINER SHALL BE A SINGLE SERVICE DISPENSER CONTAINER (MULTI-GALLON POLYETHYLENE BAG) AND SHALL BE DELIVERED IN A SINGLE SERVICE SHIPPING CONTAINER (CORRUGATED CARDBOARD BOX) OR A MULTI-SERVICE SHIPPING CONTAINER (PLASTIC/METAL HOLDER/KEEPER CASE) WHICH DOES NOT REQUIRE A TRANSFERRING OF THE SINGLE SERVICE DISPENSER CASE AT POINT OF USE.

BULK MILK CONTAINERS – SHIPS ONLY

BULK MILK/JUICE ITEMS FOR US NAVY VESSELS ARE RESTRICTED TO A SINGLE SERVICE DISPENSER CONTAINER (POLYETHYLENE BAG) IN A SINGLE SERVICE SHIPPING CONTAINER (WAX IMPREGNATED CARDBOARD BOX) ONLY.

WAX IMPREGNATED FIBERBOARD

THE SHIPPING CONTAINER SHALL BE A SNUG-FITTING FIBERBOARD BOX CONSTRUCTED, CLOSED AND REINFORCED IN ACCORDANCE WITH STYLE RCS, CLASS 1, TYPE SWCFT, GRADE 275 OF PPP-B-1163. CLOSURE SHALL BE MADE WITH HOT MELT ADHESIVE IN ACCORDANCE WITH THE APPENDIX OF PPP-B -636.

NOTE: ANY OFFEROR WHO TAKES EXCEPTION TO THE METHOD(S) DESCRIBED ABOVE WILL BE DETERMINED TO BE NON-RESPONSIVE/NOT ACCEPTABLE.

FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:

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

1. Milk, Whipping Cream (fresh), Cream (fresh), Eggnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization:
2. Half and Half (ultra-pasteurized), and Buttermilk must be delivered within 96 hours after pasteurization:
3. Whipping Cream (ultra-pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging:
4. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging, Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging, Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging:
5. Sour Cream must be delivered within 7 days after pasteurization:
6. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture:
7. Yogurt, must not be older than 21 days from the date of pack.
8. Ice Cream must be delivered within 120 days after manufacturing and packaging.

PACKAGING, PACKING, AND LABELING:

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

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

DELIVERY SCHEDULE:**A. CHARLESTON AFB, SC (TROOP ISSUE), SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
BLDG #250 DINING HALL 1 107 W. McCAW ST.	0600-1400 HOURS	FIVE DELIVERIES PER WEEK - MONDAY THRU FRIDAY
BLDG #166 IN FLIGHT KITCHEN 100 N. DAVIS DR.	SAME AS ABOVE	SAME AS ABOVE

NOTE: PRIOR TO MAKING DELIVERIES, CONTRACTOR WILL REPORT TO THE MEDICAL INSPECTION OFFICE, BLDG #1995, FOR INSPECTION OF CONVEYANCE AND CONTENTS.

B. MESSES AFLOAT IN CHARLESTON, SC AREA:

THERE ARE NO SHIPS CURRENTLY DOCKED IN THE CHARLESTON, SC AREA. PERIODICALLY DURING THE COURSE OF THE CONTRACT PERIOD, VESSELS (U.S. AND VISITING FOREIGN VESSELS) THAT DOCK TEMPORARILY IN THE CHARLESTON, SC AREA MAY REQUEST DELIVERY OF MILK AND MILK PRODUCTS. SHOULD THIS OCCUR, DELIVERIES ARE TO BE MADE ANY DAY OF THE WEEK (MONDAY- SATURDAY) DURING THE HOURS OF 5:30 A.M. AND 5:00 P.M. NOT MORE THAN ONE DELIVERY WILL BE REQUIRED ON ANY ONE DAY TO A PARTICULAR VESSEL. NOTE: MILK AND MILK PRODUCTS DELIVERED TO SHIPS SHALL BE DELIVERED IN NON-RETURNABLE, DISPOSABLE CARDBOARD CARTONS WITH SUFFICIENT STRENGTH FOR STACKING.

C. NAVAL CONSOLIDATED BRIG, CHARLESTON, SC:

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
BLDG 3107 (C-8) ENTRANCE 1050 REMOUNT ROAD CHARLESTON, SC	0500 TO 1100 HOURS	TWO DELIVERIES PER WEEK - TUESDAY AND THURSDAY

D. US NAVAL HOSPITAL, CHARLESTON, SC

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
BLDG NH-1 3600 RIVERS AVENUE CHARLESTON, SC	5:30 A.M. TO 10:00 A.M.	MONDAY AND THURSDAY

NOTE: OCCASIONALLY REQUIRE NEXT DAY DELIVERY

DELIVERY SCHEDULE (Continued):**E. NAVAL WEAPONS STATION, CHARLESTON, SC**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
NNPTC GALLEY 101 REFUELING ROAD GOOSE CREEK, SC	0600-1130 HOURS	THREE DAYS PER WEEK - MONDAY, TUESDAY AND FRIDAY

F. MCRD PARRIS ISLAND, SC:

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
149 CORRIGIDOR ST. MCRD PARRIS ISLAND	MON-FRI BETWEEN 0530 AND 1400 HOURS SAT-BETWEEN 0600 AND 0900 HRS	SIX DELIVERIES PER WEEK - MON-SAT
410 ATZUGI ST. MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
590 GUANTANAMO ST MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
600 PANAMA STREET MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
769 PALMYRA ST. MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
926 NEW BRITAIN ST. MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE

G. MCAS BEAUFORT, SC:

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
422 EDDING STREET MCAS BEAUFORT, SC	BETWEEN 0530 AND 1400 HRS	SIX DELIVERIES PER WEEK - MON-SAT

NOTE: VENDORS SUPPLYING MCAS BEAUFORT, SC MUST PRESENT THEIR PRODUCTS FOR INSPECTION AT MCRD PARRIS ISLAND, SC PRIOR TO DELIVERY TO MCAS BEAUFORT, SC

DELIVERY SCHEDULE (Continued):**H. FORT JACKSON, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
INDIVIDUAL DINING FACILITIES (12-15)	BETWEEN 0730 AND 1400 HOURS	SIX DAYS PER WEEK - MONDAY THRU SATURDAY
US ARMY HOSPITAL BLDG 5451	SAME AS ABOVE	SAME AS ABOVE

INSPECTION REQUIREMENTS: CONTRACTOR DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINTS. NO DELIVERIES REQUIRED ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

NOTE: VENDORS WILL PICK UP RACKS AT TIME OF NEXT DELIVERY.

I. SHAW AFB, SC:

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
CAROLINA PINES DINING FACILITY 405 SHAW DRIVE SHAW AFB, SC	BETWEEN 0500 AND 0800 HOURS	FIVE DAYS PER WEEK - MONDAY THRU FRIDAY
INFLIGHT KITCHEN	SAME AS ABOVE	

INSPECTION REQUIREMENTS:

CONTRACTOR DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF PRODUCTS BEFORE PROCEEDING TO ANY DELIVERY POINT.

J. BAMBERG JOB CORPS CENTER, SC:

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
BAMBERG JCC 200 S. CARLISLE STREET CAFETERIA BLDG BAMBERG, SC	0630 AND 1200 HRS	TWO DAYS PER WEEK - MONDAY AND THURSDAYS

NOTE: FOR ALL GROUPS: SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY. DELIVERIES MADE TO VESSELS ARE THE EXCEPTION FOR SHELF STOCKING.

DELIVERIES ARE NOT REQUIRED TO BE MADE ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

THE CONTRACTOR IS NOT REQUIRED TO DELIVER ANY PRODUCT WHEN A WRITTEN ORDER WAS NOT GIVEN EITHER IN ADVANCE OR AT TIME OF DELIVERY.

INVOICING

A. EACH DELIVERY WILL BE ACCOMPANIED BY THE CONTRACTOR'S DELIVERY TICKET/INVOICE. THREE (3) COPIES (THE ORIGINAL PLUS TWO) SHALL ACCOMPANY THE SHIPMENT. THE CUSTOMER SHALL SIGN ALL COPIES OF THE INVOICE/DELIVERY TICKET, KEEP ONE (1) COPY AND RETURN ORIGINAL COPY TO THE VENDOR. **ANY CHANGES OR ADJUSTMENTS MUST BE MADE ON THE FACE OF THE INVOICE; ATTACHMENTS ARE NOT ACCEPTABLE.**

B. THE VENDOR SHALL SUBMIT TWO (2) SIGNED COPIES OF THE INVOICE TO THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) COLUMBUS CENTER FOR PAYMENT. AT LEAST ONE (1) OF THE INVOICES MUST BE AN **ORIGINAL, WITH ORIGINAL SIGNATURE**. EACH INVOICE MUST CONTAIN SUFFICIENT DATA FOR BILLING PURPOSES* THIS INCLUDES:

1. **CONTRACT NUMBER**
2. **CALL NUMBER (ALSO REFERRED TO AS DELIVERY ORDER NUMBER AND/OR CONTRACT ORDER NUMBER)**
3. **PURCHASE ORDER NUMBER**
4. **CONTRACT LINE ITEMS LISTED IN NUMERICAL SEQUENCE (ALSO REFERRED TO AS 'CLIN' ORDER)**
5. **ITEM NOMENCLATURE**
6. **QUANTITY PURCHASED PER ITEM IN DSCP'S UNIT OF ISSUE**
7. **CLEARLY IDENTIFIED CHANGES AND ANNOTATIONS ON ALL COPIES**
8. **TOTAL DOLLAR VALUE OF INVOICE RECALCULATED, IF APPLICABLE**
9. **LSN/NSN**

C. IT IS *STRONGLY PREFERRED* THAT THERE BE ONLY ONE (1) INVOICE PER CUSTOMER FACILITY PER DELIVERY. VENDORS ARE DISCOURAGED FROM SUBMITTING SEPARATE INVOICES FOR DRY, CHILL AND FREEZE PRODUCTS. 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. IN ADDITION, ALL INVOICE GROUPS MUST BE SENT TO DFAS COLUMBUS TOGETHER.

D. UNIT PRICES AND EXTENDED PRICES MUST BE FORMATTED TO TWO (2) PLACES ONLY TO THE RIGHT OF THE DECIMAL POINT. STORES WILL NOT ACCOMMODATE POSITIONS OF THREE (3) AND ABOVE BEYOND THE DECIMAL POINT.

IMPORTANT:

PLEASE ATTACH A COPY OF THE "STORES" ORDER TO THE APPROPRIATE INVOICE WHEN YOU SUBMIT IT TO DFAS COLUMBUS CENTER FOR PAYMENT.

* ALL INFORMATION AS STATED ABOVE MUST BE ON THE VENDOR'S INVOICE TO CONSTITUTE A PROPER AND ACCURATE INVOICE SO THAT PAYMENT CAN BE PROCESSED IN A TIMELY FASHION. ALL INVOICES MUST REFLECT CURRENT CATALOG PRICES, INCLUDING ANY MONTHLY PRICE ADJUSTMENTS MADE.

E. PAYMENTS

1. DFAS Columbus is the Payment Office for this acquisition.

INVOICES SHALL BE MAILED TO AND PAYMENT WILL BE MADE FOR ALL CUSTOMERS BY:

**DFAS – COLUMBUS CENTER
ATTN: DFAS-CO-SES
P. O. BOX 182317
COLUMBUS, OH 43218-6260**

2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph(1) of Clause 52.212-4, "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

3. If customer orders manually (not through STORES [Bamberg Job Corps Center]), invoices must also be faxed to the Contract Specialist, Sylvia Meminger, at (215) 737-8060.

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

1. **PURCHASE ORDER NUMBER** – I.E. 260INF01228366 (on attached sample). This number will change on every order.
2. **REQUIRED DELIVERY DATE (RDD)** – I.E. 5/04/00 (on attached sample). This date will change with every order.
3. **CONTRACT NUMBER** – i.e. SP0300-00-D-W373 (on attached sample). This number, once assigned, will remain constant for one year. The contract number will change when/if the option is invoked. NOTE: The contract number will be different from the solicitation number cited on the top of this page. **DO NOT** use the solicitation number.
4. **CALL NUMBER** – I.E. 122C (on attached sample). This is the Julian date of the purchase order. This number will change with every order.
5. **LEAD CLIN NUMBER** – i.e. 76 (on attached sample). This is the line item number of the purchase order. This number will change with every order.

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

You should receive a separate STORES order for each drop off/delivery point for each delivery day. Example, if you have five drop off/delivery points at Fort Jackson, SC on the same day, you should have received five separate STORES orders, one for each drop off/delivery point.

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

Date: 05/01/00 * * * STORES PURCHASE ORDER * * *

① Purchase Order Number: 260INF01228366

② Required Delivery Date: 05/04/00

③ Contract No: SPO30000DW373 Call Number: 122C ④

Vendor Name: THE EARTHGRAINS CO Fax: 8035335158
 Vendor POC: DAVID STOOKSBURY Tel: 8035343535
 SKIP-TO Name: 2/60 INFANTRY BATTALION SHIP-TO DoDAAC: 260INF
 Building: 11000
 Address: 11000 DIXIE ROAD
 Suite/PO:
 City: FT. JACKSON
 State: SC Zip: 29207
 Country Code: US
 STORES POC: HARRIET JOHNSON/JANZPOC Tel: 803/751-4013

⑤	Our Stock#	Description	Unit	Qty	Extended
CLIN	Your Stock#		Price	Ord	Price
76	892001K113367	BREAD, WHITE, SANDWICH, 20	PG	40	22.00
	20				
1 Items				TOTALS	\$ 22.00



(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.

S2-212-1 (continued)

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

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

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

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

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

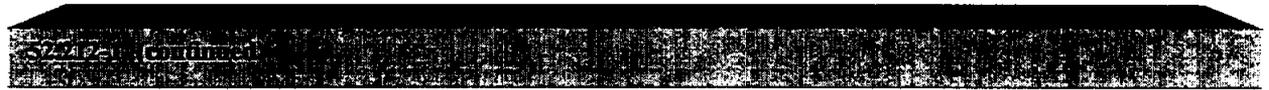
(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

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



(g) Contract Award (not applicable to Invitation for Bids).

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

(h) Multiple Awards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

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

1. Paragraph (b) Submission of Offers.

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

Faxed offers are NOT authorized for this solicitation.

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.

6. Paragraph (j) Data Universal Numbering System (DUNS) Number
The offeror shall insert DUNS number on Page 3.

52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

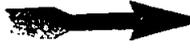
 (5) Common parent.

- 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 inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

 (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):

Number of Employees

Average Annual Gross Revenues

50 or fewer
 51-100
 101-250
 251-500
 501-750
 751-1,000
 Over 1,000

\$1 million or less
 \$1,000,001--\$2 million
 \$2,000,001--\$3.5 million
 \$3,500,001--\$5 million
 \$5,000,001--\$10 million
 \$10,000,001--\$17 million
 Over \$17 million

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

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

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

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

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

(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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" 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.

(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.

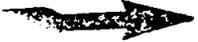
(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(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 as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(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--Balance of Payments Program":

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) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." 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



[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--Balance of Payments Program Certificate, Alternate I (Feb 2000). 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--Balance of Payments Program":

Canadian End Products:

Line Item No.



(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). 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--Balance of Payments Program":

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 or the Balance of Payments Program. 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--



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

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

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

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

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

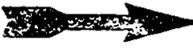
(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

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

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. [This language stayed indefinitely. Please use paragraph (i) below.]

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

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

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

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

(1) Listed end products.

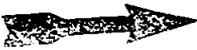
Listed End Product Listed Countries of Origin



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



(i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(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.

(End of provision)

Alternate I (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:



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

___ Black American.

___ Hispanic American.

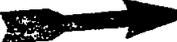
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the 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.

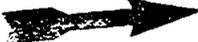
Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

 (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.

Alternate III (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

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

 (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ATTACHMENT TO 52.212-3

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

(a) Definitions.

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

(b) Evaluation.

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

(c) Certifications.

(1) The Offeror certifies that—

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

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

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

Qualifying Country End Products

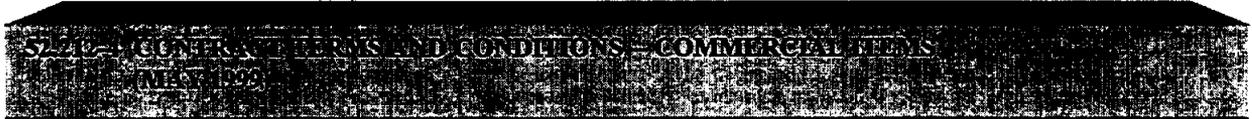
Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

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

Nonqualifying Country End Products

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



(a) Inspection/Acceptance.

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

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

- 
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent Indemnity.

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

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

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

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

(k) Taxes.

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

(l) Termination for the Government's Convenience.

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

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



(s) Order of Precedence.

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

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

52.212-9000 CHANGES MILITARY READINESS (MARCH 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 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 12306, chapter 15 of V.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)[131]).

“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 (FEB 2001)

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

- (1) 52.222-3, Convict Labor (E.O. 11755)
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside.
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (if the offeror elects to waive the preference, it shall so indicate in its offer.)
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
Paragraphs (8) through (10) are not applicable and have been deleted.
- (11) 52.222-21 Prohibition of Segregated Facilities.
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126)
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(i)(2)(C)).
- (17)(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (18) through (20) are not applicable and have been deleted.
- (21) 52.225-13, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (31 U.S.C. 3332.)
- (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332.)

- ___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (27)(i) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64

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

- ___ (1) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.*

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

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

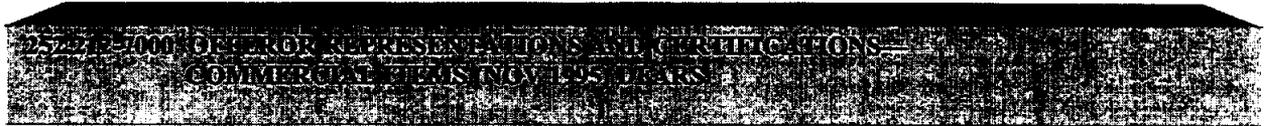
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention,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

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

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

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
and
(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
(5) 52.222-41, Service Contract Act of 1965 as Amended



(a) Definitions.

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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



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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- 252.225-7001 Buy American Act and Balance of Payments Program 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data -- Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (Alternate I) (Alternate II) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

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

ADDENDUM

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

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
DFARS**

(a) Definitions.

As used in this clause--

- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

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

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

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

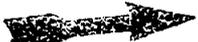
(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore,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

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

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

ADDENDUM

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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



Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business Size Status
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52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from SEP 2, 2001* through AUG 31, 2002* *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

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

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

OR

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

52.216-22 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 SEP 3, 2002 (base term).

*BASE TERM

**52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT
TERM EXTENSION (JUL 1998) DSCP**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for one additional year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract—Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed one year.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

ADDENDUM

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

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

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

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

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

(a) 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.

(b) 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
(FEB 1998)**

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

ADDENDUM**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

The following additional clauses are incorporated by reference:

<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) <u>Firm Fixed Price, Indefinite Quantity with Economic Price Adjustment clause.</u>
252.217-7017	TIME OF DELIVERY (Dec 1991) DFARS Paragraph (c): Insert <u>48 hours</u> 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)

ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____
Title: _____
Telephone Number: _____

ADDENDUM

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

Solicitation Number: _____

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM

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):

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

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

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

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

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

Name and Address of Contractor(s)

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

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

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

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

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

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

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

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

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

52.211-9P36 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.

ADDENDUM**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 procurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.216-9P06 DELIVERY ORDER LIMITATIONS (OCT 1995) DSCP**(a) Minimum Order.**

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

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

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

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

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

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

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

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

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

- (i) the closing date for proposals, if no discussions are held, or
- (ii) the due date for final proposal revisions, if discussions are held.

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

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

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

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

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

- \$0.0050 to \$0.0099 = \$0.01
- \$0.0100 to \$0.0149 = \$0.01
- \$0.0150 to \$0.0199 = \$0.02
- \$0.0200 to \$0.0249 = \$0.02
- \$0.0250 to \$0.0299 = \$0.03, etc.

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

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

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

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

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

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

(i) Price adjustments pursuant to this clause will not be made by contract modifications. Adjustments will be implemented by the government as follows:

(1) The adjusted contract unit price(s) for the following month will be input in STORES,

(2) A facsimile transmission will be sent to contractors who do not have electronic access, and

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

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

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

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

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

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

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

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

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

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

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

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

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

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

(i) Fruits, vegetables and juices thereof.

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

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

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

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

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

shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

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

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

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

(1) Shipped in interstate commerce,
(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

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

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

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

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

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

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