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

			1. REQUISITION NUMBER	PAGE 1 OF 52
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-04-R-0305	6. SOLICITATION ISSUE DATE 07/01/2004
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Pat Viglione/Maureen Steffani		b. TELEPHONE NUMBER *(No collect calls)* (215) 737-3692	8. OFFER DUE DATE/ LOCAL TIME 08/02/04 2:00 pm

9. ISSUED BY CODE SPM300

Defense Supply Center Philadelphia
Directorate of Subsistence, Bldg. 6
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: Mail/Handcarry/Transmit Offer as specified on page 3

10. THIS ACQUISITON IS
- [x] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [ ] 8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS N/A

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING DOC1

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO CODE

Cannon AFB, New Mexico
Kirtland AFB, New Mexico

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

DFAS Columbus Center
DFAS-BVD (SL4701)
P.O. Box 369031
Columbus, OH 43218

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Bread and Bakery Products(See schedule of items) Ordering Period: 05DEC04 thru 03DEC05 Delivery Period: 08DEC04 thru 06DEC05 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* Maureen Steffani

31c. DATE SIGNED

Bread and Bakery Products:
Estimated base year dollar value is $43,725.24
Kirtland AFB and Cannon AFB, New Mexico

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued)

Offer Due Date/Local Time: **July 30, 2004 at 2:00 p.m. (local Phila Time)**

Block 9 (Continued)

Mailed offers should be sent to:

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

Hand-carried offers, *including delivery by commercial carrier*, should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, Second Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

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

Send Facsimile offer to: (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized.

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

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

_____
_____
_____

INSTRUCTIONS

1. Items to be procured: Bread and Bakery Products for Kirtland AFB (Group 1, $22,480.38) and Cannon AFB (Group 2, $21,244.86). Estimated total contract dollar value (for Group 1 and 2) is $43,725.24.

Group 1 requirements are for the following Kirtland AFB customers: Thunderbird Inn Dining Hall, Boys and Girls Club, Child Development Center East, and Child Development Center West.
Group 2 requirements are for the following Cannon AFB customers: Pecos Trail Dining Hall, Child Development Center #1, and Child Development Center #2.

2. This solicitation is issued on an ***"Unrestricted"*** basis.

3. Effective period of the contract:

Ordering Period: 05 DEC 2004 thru 03 DEC 2005
Delivery Period: 08 DEC 2004 thru 06 DEC 2005

4. Minimum / Maximum Quantities:

The quantities shown on the schedule of items represents the quantities "estimated to be delivered" over the delivery period. Offers will be evaluated based on the estimated quantities.

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

The contract minimum amount to be ordered under any contract (s) is 25% of the total estimated contract dollar amount.

The maximum amount that can be ordered under the contract is 25% over the estimated contract dollar amount.

5. This solicitation requires that a copy of your current catalog or wholesale price list be forwarded with your offer.

6. Bid Prices are limited to a maximum of two decimal places. See clause 52.214-9P06.

7. At the end of the schedule of items, Government qualifications are stated as well as a request for offeror qualifications. Qualifications pertain to any conditions, deviations, or contingencies upon which offered prices are based.

INSTRUCTIONS (CONT'D)

8. Additional Items:

Customers will be able to add additional food items to this contract during the post award phase. The prices for these items must be determined by the Contracting Officer to be fair and reasonable, of an acceptable quality, and come from the same subsistence categories that are represented in this solicitation. The additional items can not increase the dollar value of the contract by more than 25 percent.

9. Additional Customers:

Other Military and Federal Customers located in the same geographic area covered by this solicitation may be added to the contract based on a mutually agreed upon implementation plan. These potential customers can not increase the dollar value of the contract by more than 25 percent. The capability to add customers will not be evaluated prior to award.

10. This acquisition for Bread and Bakery products is solicited on an "all or none" basis. The award will be made based on the lowest evaluated price of proposals meeting or exceeding the technically acceptable standards:

1. The ability to provide the product in accordance with the item description.
2. The ability to deliver product in accordance with the delivery schedule.

***NOTE:* IN ACCORDANCE WITH CLAUSE 52.204-6, PLEASE SUBMIT CONTRACTOR IDENTIFICATION NUMBER AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.**

CAGE CODE: _____ DUNS #: _____

***NOTE:* ALL OFFERORS ARE REQUIRED TO SUBMIT A WHOLESALE PRICE LIST WITH THEIR OFFER.**

DEFENSE APPROPRIATIONS ACT

a) All items supplied under this contract and awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be grown and produced in the United States.

b) Vendors are reminded that the annual Defense Appropriations Act requires that all food product supplied to the military, which are paid for by appropriated funds, must be 100% grown and produced in the

DEFENSE APPROPRIATIONS ACT (Cont'd):

United States or its possessions. This would not apply for commissary resale items or for the acquisition of those specific items listed as follows:

Bananas	Beef extract	Beef, corned, canned
Capers	Cashew Nuts	Brazil nuts, unroasted
Castor beans and oil	Chestnuts	Cocoa beans
Chicle	Tea in bulk	Thyme Oil
Coffee, raw or green bean	Olive Oil	Oranges, mandarin, canned
Spices and herbs, in bulk	Sugars, raw	Tapioca, flour and cassava
Vanilla beans		

Olives (green), pitted or unpitted or stuffed, in bulk
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms

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

WARNING NOTICE:

All items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 United States Code Section 2241, Note 1) and the provisions of (252.225-21). These references require that all items supplied under the contract be grown and produced in the United States.

INVOICES

Contracts will be awarded under the BSM system. In BSM, invoices must be submitted via electronic means. For those vendors that are not capable of transmitting electronic invoices, DSCP has made a website available that provides the capability to submit invoices to BSM for payment (http://www.dscp.dla.mil/subs/, click on Market Ready EDI Invoicing).

FORCE PROTECTION PLAN

I. The following shall apply to all contracts:

Force Protection (Background): The DSCP Subsistence Directorate provides world-class subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel and/or its resources and interests may be the target of enemy aggression to include espionage, sabotage and /or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and the contamination of subsistence items. The term force protection refers to those procedures and plans which are in place to safeguard product.

FORCE PROTECTION PLAN (Cont'd):

A. Based on the above, a determination was made to incorporate a Force Protection Plan into all subject contracts. Under this force protection plan, the vendor is responsible for the following:

1. The vendor will insure that products and/or packaging have not been altered, tampered or otherwise contaminated throughout the manufacturing, storage and delivery process, and will inform DSCP immediately of any attempt or suspected attempt by any party or parties, known or unknown to contaminate supplies. When notifying DSCP of such an event, the information provided should include:

- Date of Incident
- Customer Name, Address, Phone Number
- Specific Line Item Affected
- Observations made by delivery personnel and customers regarding the incident
- Regulatory agency or agencies involved
- Were law enforcement agencies contacted
- How was the incident resolved and what conclusions were drawn by the regulatory agency
- What changes were made to prevent a recurrence of the event

2. The contractor's facility should be secured by fences and/or guards and incoming freight carriers should be required to make appointments 24 hours prior to the delivery of the product. All incoming freight carriers will be inspected and their seal numbers matched and recorded by security personnel.

3. Personnel working at the contractor's facility should carry identification badges, and procedures will be in place to limit access to sensitive areas of the facility to only those who require it.

4. When possible, background checks should be conducted on all truck drivers. The contractor should remain in constant contact with delivery personnel throughout the workday. DSCP endorses the use of on-board computer software that tracks an entire day for each trailer.

5. Seals should be used at all times, and procedures should be in place to prevent tampering with the seals and/or locks once they are placed on the trailer. Procedures will be put in place for the security of the trailer during delivery and the locking of the trailer following the completion of the delivery.

B. The Government reserves the right to inspect the contractor's facility to insure appropriate security measures are in place.

STORES AUTOMATED ORDERING SYSTEM

The Defense Supply Center Philadelphia (DSCP) currently uses an ordering system known as STORES (Subsistence Total Ordering and Receipt Electronic System) from which the DOD customers have the capability to order items electronically under the resulting contract awarded from this solicitation.

Contractors are urged to become EDI capable as the intent is for all orders to be sent electronically using a standard EDI purchase order (ASC X12 version 3040 transaction set 850) directly from the customer to you, the supplier, and eventually adding electronic invoicing to the process. Your company should therefore take the necessary steps to enable your company to compete for business in the future. Your attention is directed to clauses 52.204-9P01 Submission of Information Regarding Electronic Data Interchange (EDI) (Mar 1994) DSCP (page 36) and 52.204-9P02, Information Relating to Electronic Data Interchange (EDI) (Mar 1994) DSCP (page 37). Our goal at the Defense Supply Center Philadelphia is to utilize EDI to the maximum extent possible.

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

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

Contract Number – i.e., SP0300-00-D-V000
Call Number – Julian Date of the Purchase Order plus Lap ID
Lead Contract Line Item Number (CLIN) – First item on the purchase order
Purchase Order Number
Required Delivery Date (RDD) – Date of Delivery

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

Invoices for those customers placing orders under STORES must be submitted using one of four electronic methods:

Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange:

Effective February 2004, all suppliers were required to process invoices electronically. **This is a condition for contract award.** An electronic invoicing system will enable expeditious payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. The Defense Supply Center Philadelphia, Subsistence is migrating

Electronic Invoicing (Cont'd):

towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency is currently undergoing a Business Systems Modernization (BSM) initiative. This BSM initiative will change the way you currently invoice. BSM conforms to a strict adherence of detailed line item payment in concert with the order. The manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery.

Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.

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

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

4. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system can be found on the DSCP web page for subsistence, http://www.dscp.dla.mil/subs/. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DSCP account manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DSCP Account Manager or Buyer.

One of the above methods must be used as paper invoices are no longer a viable option.

Electronic Invoicing (Cont'd):

The following page is provided as a sample of a STORES order. The information indicated in the 5 elements below are required to be identified on the vendor's invoice in order for the vendor to be promptly paid by DFAS.

1. Contract Number – i.e. SP0300-99-D-V222 (on attached sample). This number will remain constant throughout the life of the contract.

2. Call Number – i.e. 274A (This is the julian date and the lap ID number of the purchase order). This number will change with every order.

3. Lead CLIN No. – i.e. 308 (This is the item number on the purchase order). This number will change with every order.

4. Purchase Order Number – i.e. FT903692743186. This number will change with every order.

5. Required Delivery Date (RDD) i.e. 10/4/99. This date will change with each order.

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

SAMPLE

Report Date: 10/18/1999 **STORES NT – Receipts Report**

Control Number: 27405101860044 **(2) Call Number: 274A** **Total: $1,000.00**

(4) Purchase Order Number: FT903692743186 **Current Receipt Status: Sent**

Facility Name: Mountain View Dining Hall **(5)Required Delivery Date: 10/4/1999**
Local Order Number: 27405101860044 **Date Order Created: 10/1/1999**
(1) Contract Number: SP030099DV222 **Date Order Sent 10/1/1999**
Vendor Name: **Date Receipt Sent: 10/18/1999**

CLIN	Document Number	DSCP Stk #	Vendor Part Number	Ratio	Vendor Qty Ordered	DSCP Qty Ordered	Vendor Qty Rec'd	DSCP Qty Rec'd	X	DSCP Unit Price	DSCP Extended Price	Item Desciption
308	FT90369274234P	896001E111699	3687	1.000	96	96	96	96		$ 0.13	$ 12.48	Drink, Cherry
309	FT90369274235P	896001E111676	3677	1.000	96	96	96	96		$ 0.13	$ 12.48	Drink, Grape
310	FT90369274236P	891001E112170	3721	1.000	2	2	2	2		$ 5.55	$ 11.10	Sour Cream

Receipt Total **$36.06**

GROUP I – Kirtland AFB, NM – Thunderbird Inn, Boys & Girls Club, CDC-E, & CDC-W

SCHEDULE OF ITEMS

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bread, White, Enriched, Pan Baked, Sandwich, Fresh				
1.	Package size: 24 oz loaf NSN: 8920-01-E11-3037 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	4,948	LB	____	_____
	Bread, Wheat, Pan Baked, Sandwich, Fresh				
2.	Package size: 24 oz loaf NSN: 8920-01-E11-3898 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	3,450	LB	____	_____
	Bread, 100% Whole Wheat, Pan Baked, Round Top, Fresh				
3.	Package size: 20 oz loaf NSN: 8920-01-E11-5994 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	100	LB	____	_____
	Bread, Raisin, Pan Baked, Sandwich or Round Top, Fresh				
4.	Package size: 16 oz loaf NSN: 8920-01-E11-3038 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	650	LB	____	_____
	Bagels, Fresh, Plain				
5.	Package size: 6 count pkg. NSN: 8920-01-E11-3040 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,100	LB	____	_____

GROUP I – Kirtland AFB, NM (Cont'd):

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Muffins, English, Fresh				
6.	Package size: 6 per pkg. NSN: 8920-01-E11-3212 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	450	LB	____	_____
	Bread, French, Fresh, Hearth Baked				
7.	Package size: 24 oz loaf NSN: 8920-01-E11-3841 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	24	LB	____	_____
	Rolls, Frankfurter, Fresh, Sliced, White, Pan Baked, Enriched				
8.	Package size: 12 per pkg. NSN: 8920-01-E11-3225 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	450	LB	____	_____
	Rolls, Hoagie/Submarine, Fresh, White, Pan Baked, Enriched,				
9.	Package size: 6 per pkg. NSN: 8920-01-E11-2025 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	912	LB	____	_____
	Rolls, Kaiser, Round, Fresh				
10.	Package size: 20 per pkg. NSN: 8920-01-E11-3912 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	186	LB	____	_____

GROUP I – Kirtland AFB, NM (Cont'd):

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bread, Vienna, Fresh, (for Texas Toast)				
11.	Package size: 24 oz loaf NSN: 8920-01-E11-5242 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,052	LB	____	_____
	Bread, Rye, Fresh, Sliced, Sandwich				
12.	Package size: 16 oz loaf NSN: 8920-01-E11-5946 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	124	LB	____	_____
	Rolls, Fresh, Sandwich, Hamburger, Sliced, Wheat, Soft, Pan Baked				
13.	Package size: 8 per pkg. NSN: 8920-01-E11-3786 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,390	LB	____	_____
	Rolls, Hamburger, Fresh, Sliced, White, Pan Baked				
14.	Package size: 12 per pkg. NSN: 8920-01-E11-3227 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	3,888	LB	____	_____
	Rolls, Dinner, Fresh, White, Soft				
15.	Package size: 24 per pkg. NSN: 8920-01-E11-3879 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	964	LB	____	_____

GROUP I - ITEMS 1 THRU 15 **ESTIMATED TOTAL:** _____

Group 1 (Continued):

Indicate your regularly scheduled non-bake days: _____

TELEPHONE NUMBER & POC WHEN PLACING ORDERS: _____

_____

FAX NUMBER WHERE ORDERS CAN BE FAXED: _____

NOTE: 1. THE PRICE PER "LB" WILL BE USED FOR EVALUATION OF OFFERS; HOWEVER, THE PRICE PER "LF/PKG" MAY BE USED FOR ORDERING/BILLING.

2. OFFERORS WILL INDICATE THEIR REGULARLY SCHEDULED NON-BAKE DAYS:

_____

3. 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 CODES, ETC.).

GOVERNMENT QUALIFICATIONS: ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR PER GROUP.

CONTRACTOR QUALIFICATIONS:

_____

_____

****

Group II – Cannon AFB: Pecos Trail Dining Hall, Child Development Centers #1 & #2

SCHEDULE OF ITEMS

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bread, White, Enriched, Pan Baked Fresh, Sandwich				
16.	Package size: 24 oz loaf NSN: 8920-01-E11-3037 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	5,676	LB	____	_____
	Bread, White, Fresh, Sliced Thick, Pan Baked, (For Texas Toast)				
17.	Package size: 24 oz loaf NSN: 8920-01-E11-3024 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,948	LB	____	_____
	Bread, Part Whole Wheat, Fresh, Pan Baked, Sandwich				
18.	Package size: 24 oz loaf NSN: 8920-01-E11-4297 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	2,128	LB	____	_____
	Bread, Raisin, Fresh, Sliced, Pan Baked, Sandwich				
19.	Package size: 16 oz loaf NSN: 8920-01-E11-3374 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	312	LB	____	_____
	Bread, Rye, Fresh, Sliced, Sandwich, Hearth Baked				
20.	Package size: 16 oz loaf NSN: 8920-01-E11-6656 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	356	LB	____	_____

Group II – Cannon AFB (Cont'd):

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bagels, Fresh, Plain				
21.	Package size: 6 per pkg. NSN: 8920-01-E11-3040 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,259	LB	____	_____
	Bagels, Fresh, Cinnamon Raisin				
22.	Package size: 6 per pkg. NSN: 8920-01-E11-1445 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	462	LB	____	_____
	Bagels, Fresh, Blueberry				
23.	Package size: 6 per pkg. NSN: 8920-01-E11-3221 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	432	LB	____	_____
	Bagels, Fresh, Everything				
24.	Package size: 6 per package NSN: 8920-01-E11-6074 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	364	LB	____	_____
	Muffins, English, Fresh, Enriched				
25.	Package size: 6 per pkg. NSN: 8920-01-E11-1934 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	1,188	LB	____	_____

Group II – Cannon AFB (Cont'd):

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Rolls, Frankfurter, Fresh, Sliced, White, Hearth Baked				
26.	Package size: 12 per pkg. NSN: 8920-01-E11-3507 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	590	LB	____	_____
	Rolls, Hamburger, Fresh, Sliced, White, Pan Baked				
27.	Package size: 24 per pkg. NSN: 8920-01-E11-4783 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	130	LB	____	_____
	Rolls, Hamburger, Fresh, Sliced, White, W/Sesame Seeds, Pan Baked, (For Texas Toast)				
28.	Package size: 24 per pkg. NSN: 8920-01-E11-5752 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	988	LB	____	_____
	Rolls, Dinner, Fresh, White, Pan Baked, Enriched				
29.	Package size: 24 per pkg. NSN: 8920-01-E11-4305 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	960	LB	____	_____
	Rolls, Hoagie, Long, White, Fresh				
30.	Package size: 4 per pkg., 16 oz NSN: 8920-01-E11-3827 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	885	LB	____	_____

Group II – Cannon AFB (Cont'd):

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Rolls, Kaiser, White, Fresh				
31.	Package size: 20 per pkg., 45 oz NSN: 8920-01-E11-3912 Product Code _____ Wholesale Package Price _____ Price Per Pkg. _____	150	LB	____	_____

GROUP II - ITEMS 16 THRU 30 **ESTIMATED TOTAL:** _____

Indicate your regularly scheduled non-bake days: _____

TELEPHONE NUMBER & POC WHEN PLACING ORDERS: _____

_____

FAX NUMBER WHERE ORDERS CAN BE FAXED: _____

NOTE: 1. THE PRICE PER "LB" WILL BE USED FOR EVALUATION OF OFFERS; HOWEVER, THE PRICE PER "LF/PKG" MAY BE USED FOR ORDERING/BILLING.

2. OFFERORS WILL INDICATE THEIR REGULARLY SCHEDULED NON-BAKE DAYS:

_____

3. 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 CODES, ETC.).

GOVERNMENT QUALIFICATIONS: ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR PER GROUP.

CONTRACTOR QUALIFICATIONS:

_____

_____

****

Delivery Schedule

A delivery ticket will accompany each delivery citing order number, item unit price, item extended price, and total invoice price. A delivery ticket must show the total loaves/packages delivered for each line item and the total weight delivered for each line item. Also, the contract number, call number, lead CLIN, purchase order number and DODAAC are also required on the delivery ticket. This information can be extracted from the computerized faxed purchase order generated by STORES. Prices cited on delivery tickets will be the prices at time of order.

ALL DELIVERIES EXCLUDE SUNDAYS AND NATIONAL LEGAL HOLIDAYS

ACTIVITY	*TIME OF DELIVERY*	*FREQUENCY AND LIMITATIONS*
GROUP I – Kirtland AFB:		
Thunderbird Inn, Dining Facility Bldg. 20300 1551 First Street Kirtland AFB, NM	6:00 AM – 10:00 AM	Five (5) deliveries per week Monday, Tuesday, Thursday, Friday, Saturday
Boys & Girls Club Bldg. 20234 8001 G Street, S.E. Albuquerque, NM 87117-5661	7:00 AM – 10:00 AM	Two (2) deliveries per week Tuesday and Thursday
Child Development Center-East Bldg. 20160 Texas and Gibson Blvd Kirtland AFB	7:00 AM – 10:00 AM	Two (2) deliveries per week Tuesday and Thursday
Child Development Center-West Bldg. 01914 1450 Maxwell Avenue Kirtland AFB, NM 87117-5661	7:00 AM – 10:00 AM	Two (2) deliveries per week Tuesday and Thursday

Please designate the Point of Contact and Phone number for the person in your company who will be responsible for handling invoicing and payment problems:

Name: _____

Phone Number: _____

Payment Office: DFAS-Columbus Center
Attn: DFAS-BVD (SL4701)
P.O. Box 369031
Columbus, OH 43218

Delivery Schedule

A delivery ticket will accompany each delivery citing order number, item unit price, item extended price, and total invoice price. A delivery ticket must show the total loaves/packages delivered for each line item and the total weight delivered for each line item. Also, the contract number, call number, lead CLIN, purchase order number and DODAAC are also required on the delivery ticket. This information can be extracted from the computerized faxed purchase order generated by STORES. Prices cited on delivery tickets will be the prices at time of order.

ALL DELIVERIES EXCLUDE SUNDAYS AND NATIONAL LEGAL HOLIDAYS

ACTIVITY	*TIME OF DELIVERY*	*FREQUENCY AND LIMITATIONS*
GROUP II – Cannon AFB:		
Pecos Trail Dining Facility Bldg. 1199 203 North DL Ingram Blvd Cannon AFB, NM	6:00 AM – 9:00 AM	Four (4) deliveries per week Monday, Tuesday, Thursday, Friday
Child Development Center - #1 Cannon - 202 South Olympic Avenue	7:00 AM – 10:00 AM	Four (4) deliveries per week Monday, Tuesday, Thursday, Friday
Child Development Center - #2 Ranchvale – 101 New Mexico Drive	7:00 AM – 10:00 AM	Two (2) deliveries per week Monday and Thursday

Please designate the Point of Contact and Phone number for the person in your company who will be responsible for handling invoicing and payment problems:

Name: _____

Phone Number: _____

Payment Office: DFAS-Columbus Center
Attn: DFAS-BVD (SL4701)
P.O. Box 369031
Columbus, OH 43218

FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:

Fresh bakery products shall conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered 24 hours after baking (except following a non-bake day, 48 hours)

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

PACKAGING, PACKING, AND LABELING (CONT'D):

A. An invoice will accompany each delivery, citing contract number, order number, and call number. The delivery ticket will be itemized, show unit prices, be extended, and totaled. All deliveries exclude National Legal Holidays unless otherwise indicated. All items will be tailgate delivery.

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

C. 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 the "key" code listing will be furnished to each destination receiving officer and each destination inspection agency with the first order.

52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

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

Technical and past performance, when combined are:

- ☒ Significantly more important than cost or price
- ☐ Approximately equal to cost or price
- ☐ Significantly less important than cost or price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

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

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

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

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

(b) *Submission of Offers.*

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 300 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 pre-award testing.

52.212-1 INSTRUCTIONS TO OFFERORS (Continued):

(e) *Multiple Offers*.

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Multiple Awards*.

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

52.212-1 INSTRUCTIONS TO OFFERORS (Continued):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Central Contractor Registration.

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

(l) Debriefing.

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

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

52.212-1 INSTRUCTIONS TO OFFERORS (Continued):

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

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

(4) A summary of the rationale for award.

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

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

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

1. **Paragraph (b),** *Submission of Offers.*
   See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand-carried or faxed (when authorized).
   ☐ Faxed offers are NOT authorized for this solicitation.
   ■ Faxed offers are authorized for this solicitation.

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

2. **Paragraph (c),** *Period for Acceptance of Offers.*
   ■ Period of acceptance is 300 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.
   ☐ Offers may be submitted for quantities less than those specified.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2004) ALTERNATE I (APR 2002)

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

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

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

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (Continued):

"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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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_____.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (Continued):

(5) *Common Parent.*

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

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(1) *Small Business Concern.*

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

(2) *Veteran-Owned Small Business Concern.*

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

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

(3) *Service-Disabled Veteran-Owned Small Business Concern.*

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

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

(4) *Small Disadvantaged Business Concern.*

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

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

(5) *Women-Owned Small Business Concern.*

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

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

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

(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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (Continued):

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

(Check one of the following):

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

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

(i) *General.*

The offeror represents that either--

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

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

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

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

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

(10) *HUBZone Small Business Concern.*

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

The offeror represents as part of its offer that--

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

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (Continued):

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

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

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

(1) *Previous Contracts and Compliance.*

The offeror represents that--

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

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

(2) *Affirmative Action Compliance.*

The offeror represents that--

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

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

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

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

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

(f) *Buy American Act Certificate.*

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

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

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

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

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

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

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

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

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

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

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

(1) Listed End Products.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (Continued):

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

(2) Certification.

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

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

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

ATTACHMENT TO 52.212-3

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

(a) *Definitions.*

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

(b) *Evaluation.*

The Government—

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

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

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

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

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

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

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

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

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

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

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

(a) *Definitions.*

As used in this clause--

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

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

(b) *Certification.*

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

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

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

(a) Definitions.

As used in this clause--

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

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

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

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

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (Cont'd):

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
(3) Lack of registration in the CCR database will make an offeror ineligible for award.
(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD
The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—
(1) the method of shipment or packing, and
(2) the place of delivery.
If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.
"Contingency Operation" means a military operation that—
(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).
"Humanitarian or Peacekeeping Operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B).

The following ADDITIONAL PROVISIONS 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.

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

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

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

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

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

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

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

(a) *Inspection/Acceptance*.

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

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

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

(b) *Assignment*.

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

(c) *Changes*.

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

(d) *Disputes*.

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

(e) *Definitions*.

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

(f) *Excusable Delays*.

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

52.212-4 CONTRACT TERMS AND CONDITIONS (Cont'd):

(g) *Invoice*.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Patent Indemnity*.

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

(i) *Payment*.

(1) Items Accepted.

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

(2) Prompt Payment.

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

(3) Electronic Funds Transfer (EFT).

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

(4) Discount.

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

(5) Overpayments.

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

(j) *Risk of Loss*.

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

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

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

52.212-4 CONTRACT TERMS AND CONDITIONS (Cont'd):

(k) *Taxes*.

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

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

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

(m) *Termination for Cause*.

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

(n) *Title*.

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

(o) *Warranty*.

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

(p) *Limitation of Liability*.

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

(q) *Other Compliances*.

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

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

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

(s) *Order of Precedence*.

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

(1) the schedule of supplies/services;

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

(3) the clause at 52.212-5;

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

(5) solicitation provisions if this is a solicitation;

(6) other paragraphs of this clause;

(7) the Standard Form 1449;

(8) other documents, exhibits, and attachments; and

(9) the specification.

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

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

52.212-4 CONTRACT TERMS AND CONDITIONS (Cont'd):

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

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

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

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

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

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

Add the following:

(5) Definitions.

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

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

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

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

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

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

"Registered in the CCR Database" means that—

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

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

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

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

X	(1)	**52.203-6,** Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___	(2)	**52.219-3**, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).
___	(3)	**52.219-4,** Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___	(4)(i)	**52.219-5,** Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
___	(4)(ii)	**Alternate I** (MAR 1999) of 52.219-5.
___	(4)(iii)	**Alternate II** (JUN 2003) of 52.219-5.
___	(5)(i)	**52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
___	(5)(ii)	**Alternate I** (OCT 1995) of 52.219-6.
___	(5)(iii)	**Alternate II** (MAR 2004) of 52.219-6
___	(6)(i)	**52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
___	(6)(ii)	**Alternate I** (OCT 1995) of 52.219-7
___	(6)(iii)	**Alternate II** (MAR 2004 of 52.219-7
___	(7)	**52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
___	(8)(i)	**52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
___	(8)(ii)	**Alternate I** (OCT 2001) of 52.219-9
___	(8)(iii)	**Alternate II** (OCT 2001) of 52.219-9
___	(9)	**52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
___	(10)(i)	**52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___	(10)(ii)	**Alternate I** (JUN 2003) of 52.219-23.
___	(11)	**52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___	(12)	**52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___	(13)	**52.219-27,** Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
___	(14)	**52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
X	(15)	**52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
X	(16)	**52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
X	(17)	**52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
X	(18)	**52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X	(19)	**52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
X	(20)	**52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
___	(21)(i)	**52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
___	(21)(ii)	**Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
		Paragraphs (21) through (23) are not applicable and have been deleted.
X	(25)	**52.225-13**, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

52.212-5 CONTRACT TERMS AND CONDITIONS (Cont'd):

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

___ (28) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).

_X_ (30) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

___ (32) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) **52.239-1,** Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

___ (34)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (34)(ii) **Alternate I** (APR 1984) of 52.247-64.

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

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

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

(d) *Comptroller General Examination of Record.*

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

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

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

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

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

(i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.212-5 CONTRACT TERMS AND CONDITIONS (Cont'd):

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

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

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

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

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

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

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004) DFARS

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

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

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

___ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
___ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
___ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_X_ **252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).
_X_ **252.225-7012** Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
___ **252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
___ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
___ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (__Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
___ **252.225-7021** Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
___ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).
___ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
___ **252.225-7036** Buy American Act--Free Trade Agreements--Balance of Payment Program (JAN 2004) (__Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
___ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
___ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
___ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
___ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_X_ **252.232-7003** Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
_X_ **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
___ **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (__Alternate I) (MAR 2000) (__Alternate II) (MAR 2000) (__Alternate III) (MAY 2002) (10 U.S.C. 2631).
___ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.212-7001 CONTRACT TERMS AND CONDITIONS (Cont'd):

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

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

ADDENDUM

The following ADDITIONAL CLAUSES are set forth in FULL TEXT:

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004) DFARS

(**a**) *Definitions*.

As used in this clause—

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use that can be used to uniquely identify DoD items that are purchased from commercial industries that use the unique identification equivalents. Some examples are: EAN.UCC Global Individual Asset Identifier, health care capital assets labeled with the Health Industry Bar Code Standard, and the Automotive Industry Action Group B-2 Vehicle Identification Number Bar Code Label Standard.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's acquisition cost" means—

(1) For fixed-price contracts, the unit price identified at contract award, updated by any contract modifications; and

(2) For cost-type contracts, the Contractor's fully burdened actual cost that has been accumulated, plus a proportionate amount of fee for each item at the time the item is delivered.

" Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single article or unit formed by a grouping of component or constituent parts required to be delivered in accordance with the terms and conditions of this contract. Under this contract, an item is any article produced, stocked, stored, issued, or used; or any product, including systems, materiel, parts, subassemblies, sets, or accessories.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

252.211-7003 ITEM IDENTIFICATION (Cont'd):

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Number).

"Serial number within the enterprise identifier" or "unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number" or "serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multifaceted business applications and users.

(**b**) *Unique Item Identification*.

(1) The Contractor shall provide unique item identification marking, or a DoD recognized unique identification equivalent (if one is not already marked), for—

(i) All items delivered under this contract for which the Government's acquisition cost is $5,000 or more; and

(ii) The following items to be delivered under this contract:

Contract Line Item	Description
_____	_____
_____	_____
_____	_____
_____	_____

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data Elements.

(i) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(ii) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

(iii) The issuing agency code shall be derived from the data qualifier for the enterprise identifier.

(iv) The issuing agency code shall not be placed on the item.

(4) Data Syntax and Semantics.

The Contractor shall—

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three

252.211-7003 ITEM IDENTIFICATION (Cont'd):

types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (Dis) (Format 06).

(B) Application Identifiers (Ais) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. (Note: The DoD collaborative solution is described in Appendix D of the DoD guide to Uniquely Identifying Tangible Items, available at http://www.acq.osd.mil/uid.)

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.

(5) Marking Items.

Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (b)(1) of this clause in accordance with the standard practice of MIL-STD-130K, Identification Marking of U.S. Military Property.

(**c**) *Commonly Accepted Commercial Marks*.

The Contractor shall provide commonly accepted commercial marking for items delivered under this contract that are not required to have unique identification or a DoD-recognized unique identification equivalent under paragraph (b) of this clause.

(**d**) *Item Records*.

Records of all items delivered to the Government shall include, at a minimum, the following information:

(1) Description.
(2) Unique item identifier concatenated or other approved item identifier.
(3) Quantity shipped.
(4) Unit of measure.
(5) Acquisition cost.
(6) Ship-to code.
(7) Shipment date.
(8) Enterprise identifier.
(9) Serial number.
(10) Original part number.

(**e**) *Valuation*.

The Contractor shall report the Government's acquisition cost of items delivered under this contract as follows:

(1) Except as specified in paragraph (e)(3)(ii) of this clause, the Contractor shall report the Government's acquisition cost of items under separately priced contract line item numbers, subline item numbers, or informational subline item numbers.

(2) When information subline items are used only for identification of the Government's acquisition cost, they will be clearly identified as such and shall not be used as a basis for payment.

(3) The Contractor shall normally report the Government's acquisition cost for items under cost-type contracts to the Contracting Officer at the time of delivery, but in no event later than the close of the Contractor's fiscal period during which the delivery was made.

(i) When a unique item identifier is required, the Contractor shall report the actual cost that has been accumulated for each item identified in paragraph (b) of this clause and set forth in a contract line item or subline item.

(ii) When a commonly accepted commercial mark is required, the Contractor shall report the actual cost that has been accumulated for each item, whether or not listed in paragraph (b) of this clause. In many cases, such items will have been combined under a single contract line item or subline item.

(**f**) *Subcontracts*.

The Contractor shall include the requirements of this clause in all subcontracts that will result in delivery of items under this contract.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-20) information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

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

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 **08 DEC 2004** through **06 DEC 2005.** *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.

52.216-18 ORDERING (Continued):

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

OR

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

52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

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

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

52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP

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

_____

_____

_____

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

ADDENDUM

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

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

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.
(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation. Our goal is to utilize EDI to the maximum extent possible and to possess the capability to receive invoices and transmit payments electronically in addition to sending contracts and/or orders.
(c) EDI capability is not a requirement for award under this solicitation. Any data submitted in paragraph (d) below is for information purposes only and will be considered confidential. At this time, we are asking that you provide information to help us in our implementation consistent with industry efforts and capabilities in this area.
(d) Please provide the information requested below. If more space is needed, you may use a blank sheet of paper identified with your firm's name, the solicitation number and the provision number (52.204-9P01) and item numbers:
(1) Identify the standard used/to be used by your firm:

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

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

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

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

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

(4) Offeror's system point of contact for EDI:
Name: _____
Title: _____
Telephone Number: _____
(e) If you have previously furnished this information to DSCP under a separate solicitation, insert the solicitation number below and leave the above paragraphs blank. If you are updating a previous submission, insert the solicitation number of the previous submission below and complete the applicable paragraphs.
Solicitation Number: _____

ADDENDUM

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

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.
(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation in addition to receiving invoices and transmitting payments electronically. Our goal is to utilize EDI to the maximum extent possible.
(c) EDI capability is not a requirement for award under this solicitation. Those offerors who can begin to use EDI should do so at this time. For those offerors who cannot, the mailing of hard copy documents will continue. This is being permitted since this is a transition period between the current methods and the full implementation of EDI technology and procedures. However, even though the current hard copy procedures will be permitted, it is the intent of the government that eventually all transactions will be via EDI.
(d) When the offeror intends to use EDI in the transmission and/or receipt of business documents--
(1) The offeror shall enter into an EDI Trading Partner Agreement (TPA) with DSCP (see paragraph (e) below). The EDI TPA defines the responsibilities of the trading partners exchanging electronic transactions.
(2) The offeror shall be responsible for providing its own computer hardware and computer software necessary to transmit and receive data electronically under the framework of the EDI TPA.
(3) All terms and conditions which would otherwise be applicable to a paper document shall apply to the electronic document.
(e) An electronic data interchange (EDI) trading partner agreement (TPA) will be provided to the offeror by the contracting officer upon request.

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

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

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

The offeror certifies that--
(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.
(b) Such EDI TPA--
(1) is between the Defense Supply Center Philadelphia, Directorate of Subsistence and
_____;
(2) is dated _____; and
(3) includes the following modification(s) (if "NONE" so state):

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

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

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

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.

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 reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.216-9P06 DELIVERY ORDER LIMITATIONS (OCT 1995) DSCP

(a) Minimum Order.
When the government requires supplies or services covered by this contract in an amount of less than $25.00, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

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.

52.216-22 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: **06 DEC 2005**.

52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY CONTRACT (JAN 1992) DSCP

The effective ordering period of this contract is from: **05 DEC 2004** thru **03 DEC 2005.**

AUTHORIZED NEGOTIATORS

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

_____

_____

_____

PHONE NUMBER: _____
FAX NUMBER: _____

52.246-9P31 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.

52.246-9P31 (Continued)

(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.
(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.

52.246-9P31 (Continued)

(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.

Codification and Modification of Berry Amendment

Interim Rule

Interim Rule effective April 26, 2002

Comments on interim rule should be submitted on or before June 25, 2002

Change/Clarification for Food:

For foods manufactured or processed in the United States, an exception to the domestic source requirement regardless of where the foods (and any component) were grown and produced.

252.225-7012 Preference for Certain Domestic Commodities (April 2002)

Adds definitions of "component" and "end product".

Also revised 252.225-7012

© This clause does not apply—

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, **regardless of where the foods (and any component if applicable) were grown or produced.**

What does this mean for Contracting Specialists?

Use April 2002 Version of 252.225-7012 above SAT.

No longer must be concerned with ingredients, components of processed foods.

Still must purchase only food items manufactured or processed in U.S.

No need to add "Buy American/ Balance of Payments" Clause since Berry still restricts to domestic end products.

Need to revise wording included in the Descriptions/Specifications section of prime vendor solicitations on the Defense Appropriations Act.

252.225-7012 Preference for Certain Domestic Commodities (Cont'd):

What does this mean for the Food Vendors?

No longer must be concerned with or track ingredients, components of processed foods.

Vendor must certify food item supplied is domestically manufactured or processed.

As was previously the case, vendor must flow this requirement to subcontractor in commercial solicitations/contracts.

Note 1: Merely packaging or repackaging will not be sustained as "processing", but feel free to present specific situations to GS for an opinion.