

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

1. REQUISITION NUMBER		PAGE 1 OF 59	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-10-R-0023
		6. SOLICITATION ISSUE DATE 1/20/2010	

7. FOR SOLICITATION INFORMATION CALL: PATRICIA COOPER	a. NAME	b. TELEPHONE NUMBER (No collect calls) (215)737-4539	8. OFFER DUE DATE/ LOCAL TIME 2/16/2010/5:00PM
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9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE. PHILADELPHIA, PA 19111-5092	CODE SPM300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO SEE DELIVERY SCHEDULE ON PAGES 36-43.	CODE	16. ADMINISTERED BY SAME AS BLOCK 9.	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER ATTN: DFAS-BVD (SL4701) P.O. BOX 369031 COLUMBUS, OH 43218	CODE SL4701
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BAG-IN-THE-BOX CARBONATED, NON-CARBONATED, AND ELECTROLYTE BEVERAGES CONTRACT TERM: 4/01/2010-3/28/2015* *Includes base year plus four one-year option periods. SEE ATTACHED SCHEDULE OF ITEMS ON PAGES 26-31. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) JOANNE M. JAWORSKI	31c. DATE SIGNED
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CAUTION NOTICE

This procurement is being solicited under the Federal Acquisition Regulations FAR part 12 – Acquisition of Commercial Items, as unrestricted. Solicitation SPM300-10-R-0023 is designed to place bag-in-the-box soda, all fully competitive, on contract(s) for military customers in the Continental United States (CONUS), Alaska, Hawaii, and Guam; Naval ships located at CONUS ports; and non-DOD customers located in CONUS locations. The contract period will begin on April 1, 2010.

This contract is for one (1) base year and four (4) one year option periods.

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. 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.

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

All suppliers are required to process invoices electronically. **This is a condition for contract award.** An electronic invoicing system expedites 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 towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency has undergone an Enterprise Business Systems initiative. This EBS initiative will change the way you currently invoice. EBS 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. 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/index.asp>. 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.

On the next 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. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice.

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 OF SENT ORDER DETAILS

Purchase Order Number:	FT123490912211
Contract Number:	SPM30009DV500
Vendor:	VENDOR NAME
Call Number:	408Y
Ordering Point:	FT1234
ShipTo DoDAAC:	FT1234
RDD:	4/3/2009
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DSCP		Order Qty	Receipt Qty	Cost	Proj Code
			Part Number					U/I	Price				
<input type="checkbox"/>	55	FT1234913203	891001E112644 28348		MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.51	1		\$10.51	<input type="checkbox"/>
<input type="checkbox"/>	56	FT123490913204	891001E112161 15056		MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.09	2		\$20.18	<input type="checkbox"/>
<input type="checkbox"/>	57	FT123490913205	891001E113402 25140		CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	CO	1	CO	\$8.58	8		\$68.64	<input type="checkbox"/>
<input type="checkbox"/>	58	FT123490913206	891001E111798 28534		YOGURT, LOW FAT, CHERRY VANILLA, CHL, BLENDED, 6 OZ CO	CO	1	CO	\$0.46	12		\$5.52	<input type="checkbox"/>
<input type="checkbox"/>	59	FT123490913207	891001E111775 28524		YOGURT, LOW FAT, RASPBERRY, CHL, BLENDED, 6 OZ CO	CO	1	CO	\$0.46	12		\$5.52	<input type="checkbox"/>
<input type="checkbox"/>	60	FT123490913208	891001E116790 28526		YOGURT, LOW FAT, STRAWBERRY/BANANA CHL, BLENDED	CO	1	CS	\$0.46	12		\$5.52	<input type="checkbox"/>
Total:											\$115.89		

NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation.

1. Complete Standard Form 1449 , 17a, 30a, b and c
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications
3. Complete the CAGE Code and DUNS number spaces on this page
4. Complete all of the following and any additional Offeror Representations and Certifications:

AUTHORIZED NEGOTIATORS PAGE 8

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS PAGE 48-56

FAR 52.215-6 PLACE OF PERFORMANCE PAGE 56-57

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS PAGE 58

The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100." The Clause is located on page 11 of this solicitation.

Please submit the following identification numbers:

CAGE CODE: _____ DUNS #: _____.

ALL VENDORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTER (CCR) TO RECEIVE AN AWARD. SEE CLAUSE 52.212-4(t) ON PAGE 10.

ADDENDUM

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued)**Offer Due Date and Local Time Is:** February 16, 2010 AT 5:00 P.M., PHILADELPHIA LOCAL TIME.

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Address **Mailed Offer** To:

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

Solicitation No.: SPM300-10-R-0023

Solicitation Issue and Closing Dates: January 20, 2010 – February 16, 2010, AT 5:00 P.M., PHILADELPHIA LOCAL TIMEDeliver **Hand carried Offer**, Including Delivery by Commercial Carrier, to:

Defense Supply Center Philadelphia
Business Opportunity Office
Building 36, Second Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

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

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

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

Send Facsimile Offer To: (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized. **The numbers listed here are THE ONLY ACCEPTABLE fax numbers for this solicitation. Offers submitted to any other facsimile number shall not be considered for award. Late offers will not be accepted. ALL pages from a fax offer must be received by 5:00 P.M. EST on February 16, 2010.**

Block 10 (continued):

NAICS: 311930
Size Standard: 500 Employees

Block 17A (continued):

OFFERORS: SPECIFY FAX NUMBER(S): _____.

EMAIL ADDRESS: _____.

Block 17B (Continued)

REMITTANCE WILL BE MADE TO THE ACCOUNT THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's CAGE Code _____

Offeror's assigned DUNS number _____

BLOCKS 19-24 (CONTINUED): See Schedule of Items on pages 26-31.

NOTES:

THIS SOLICITATION IS ISSUED ON AN "UNRESTRICTED" BASIS.

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile (FAX) numbers and emails for each authorized negotiator.

Note: 52.212-4, **Contract Terms and Conditions—Commercial Items (MAR 2009)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

ADDENDUM TO FAR 52.212-4

Contract Terms and Conditions – Commercial Items

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

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

- (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
- (2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) Method of shipment or packing;
 - (ii) Place, manner, or time of delivery.
- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (m), Termination for Cause.

(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 this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (r) Compliance with laws unique to Government contracts. is revised to include the following:

(r) 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. 3701, *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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American Act; and 41 U.S.C. 423 relating to procurement integrity.

5. 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 to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service and has marked the records “Active.”

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (DEC 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer shall check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

 (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

 X (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (7) [Reserved]

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

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

- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- X (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (31) 52.225-1, Buy American Act—Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (37) 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)).

___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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.

(End of Clause)

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)

(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.

(1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) X 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) X 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (24) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

52.211-9046 FDA COMPLIANCE (APR 2008) - DLAD

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.

(End of Clause)

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 an 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)).

(End of Clause)

DLAD 52.214-9008 - ROUNDING OFF OF OFFER AND AWARD PRICES (AUG 2008)

Unit prices shall be limited to a maximum of five decimal places. For evaluation and award purposes, offers containing a unit price of more than five decimal places shall be rounded off to five decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

(End of Clause)

FAR 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 or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2010 through March 28, 2011.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 Order Limitations (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than Five (5) Bag-in-the-Box Items [*insert dollar figure or quantity*], the Government is not

obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) *Maximum order.* The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of N/A [*insert dollar figure or quantity*];
 - (2) Any order for a combination of items in excess of N/A [*insert dollar figure or quantity*]; or
 - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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 March 31, 2011.

(End of Clause)

52.216-9007 Contract and Delivery Order Limitations (JUL 2006) - DLAD

- [X] (a) Delivery orders will specify delivery no less than 3 days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than 1 days [*remembering that days are always calendar days unless otherwise defined*] before the required delivery date.
- (b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is 100% .
- (c) Guaranteed Minimum.
- (1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:
 - [X] (i) Base period of one year plus four options.

_____ (Quantity)
3% (Percentage of the annual contract dollar value)

- (ii) Base period of two or more years.
 _____ (Quantity) multiplied by _____.
 _____ (Percentage) multiplied by _____.

- (iii) The following minimum quantities within the time periods prescribed (QTR represents a three-month period computed from date of award):

CLIN	FIRST QTR	SECOND QTR	THIRD QTR	FOURTH QTR
_____	_____	_____	_____	_____

- (iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	MINIMUM QUANTITY PER DESTINATION
_____	_____

- (2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, FAR 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.
- (3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).
- (4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.
- (d) If this is an Invitation for Bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) is (are) the non set-side portion.

(End of Clause)

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE- QUANTITY CONTRACT TERM EXTENSION (OCT 2008) DSCP

- (a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.
- (b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.
- (c) The contracting officer may extend the term of this contract for FOUR additional ONE YEAR period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.
- (h) The total duration of any options exercised under this clause, shall not exceed FOUR YEARS.
- (i) The following provisions apply only to negotiated acquisitions:
 - (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.
 - (2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(End of Clause)

52.246-9044 SANITARY CONDITIONS (AUG 2008) – DLAD

(a) Food Establishments

- (1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or 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. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.
- (2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".
 - (i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

- (ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.
 - (iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.
 - (iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.
 - (v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.
 - (vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.
 - (vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.
- (3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:
- (i) Fruits, vegetables and juices thereof.
 - (ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).
 - (iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).
 - (iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.
- (4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.
- (5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semi perishable 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.

(End of Clause)

**52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE
MEAT ACT (AUG 2008) - DLAD**

- (a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:
- (1) Shipped in interstate commerce,
 - (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
 - (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.
- (b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.
- (c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:
- (1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;
 - (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; 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.

(End of Clause)

FAR 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/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>
OR <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm>.

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	Central Contractor Registration	APR 2008
252-204-7003	Control of Government Personnel Work Product	
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	APR 2006 DFARS
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003 DFARS

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.232-17	Interest	OCT 2008
252.232-7010	Levies on Contract Payments	DEC 2006 DFARS
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM)	FEB 2007 DLAD

STATEMENT OF WORK

NOTICE

1. This subsistence solicitation is for full-service bag-in-the-box soda support for all U.S. Air Force bases, numerous Army, Navy, and Marine Corps. Bases, and various non-Department of Defense (DOD) installations and military hospitals.
2. Offerors are cautioned to take extreme care when preparing proposals in response to this solicitation. All terms and conditions should be reviewed carefully. Specific delivery locations are listed in this solicitation; however, the Government may add or delete customers as military needs change.
3. The Government reserves the right to make multiple awards under this solicitation. Offerors do not have to offer on all line items, nor are offers on line items on an "all or none" basis, to include installations covered by this solicitation.

SUPPLIES / SERVICES AND PRICES

I. INTRODUCTION

A. This solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish an Indefinite Quantity/Indefinite Delivery type contract to provide carbonated, non-carbonated, and electrolyte bag-in-the-box beverage syrup to military customers of DSCP located in the Continental United States (CONUS), Alaska, Hawaii, and Guam; Naval ships located at CONUS ports; and non-DOD customers located in CONUS locations. An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the customers. This solicitation will have a one-year base period, and up to four (4) one year option periods. Multiple awards may be made for all customers listed under this solicitation.

B. The effective period of any contract, including options periods, resulting from this solicitation shall be from April 01, 2010 through March 28, 2015.

C. Delivery – Items should be routinely delivered on a mutually agreed upon delivery schedule. Any changes to the delivery schedule after initial award MUST be approved of by the DSCP Contracting Officer.

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

- E. The award will be made based on the lowest evaluated price of proposals meeting:
- a. The ability to provide the product in accordance with the item description.
 - b. The ability to deliver product in accordance with delivery schedule.
 - c. The ability to invoice through EDI.
 - d. The ability to meet all other terms and conditions of this solicitation.

II. GUARANTEED MINIMUM/MAXIMUM

A. The guaranteed minimum will be 3% of the awarded dollar value per contract period. The normal maximum ceiling will be the estimated dollar value of the acquisition, plus 100% of the estimate.

III. PRICING

A. Pricing will be submitted as Firm Fixed Unit Price. The Unit Price is defined as the total price that is charged to DSCP per unit for a product delivered to the Government. Note: Multiple Unit Prices for the same item are not permitted. The offeror shall submit two (2) copies of their most recent and current product/catalog listing. This will indicate your ability to source a diverse product line.

B. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point. Reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price", page 16. In addition, the system requires that prices be fixed for a certain period of time.

C. If the Government awards more than one contract as a result of this solicitation, then due to economic considerations, beverage suppliers may charge the Government a higher unit price if a customer requires two (2) or more suppliers in the same Dining Hall.

IV. OPTIONS

This acquisition is for a one (1) year base period plus four (4) available one-year option periods. The total length of time for this contract will be no greater than five (5) years, and it is possible that one or more of the available option periods will not be invoked. Acceptance of these options by the successful awardee(s) is mandatory. Unit prices must be submitted for each option period, as well as for the base year. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus all four option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers. Besides the evaluation of price factors, the Contracting Officer will consider the awardees performance under the contract before exercising an option. Exercise of options by the Government is covered in DSCP Clause 52.217-9P12 in the section entitled "Contract Clauses."

V. NON-SOLICITATION

The offeror warrants that they will not actively promote, encourage, or market to any of the customers on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity. A violation of this provision will be considered a breach and the Contracting Officer may 1) follow the termination procedures found in FAR 49.4 and/or 2) use this breach as a factor in determining whether or not to exercise an available option under the procedures found in FAR 17.207. Offerors may bid on other Government contracts; they just may not encourage customers away from a resultant DSCP contract.

VI. NEW ITEMS

A. The customers will be able to add additional carbonated and/or non-carbonated items to this contract after the date of award, provided the item is available from their local bottler. The price of the item must be determined by the Contracting Officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract.

B. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DSCP Market Ready Contract Specialist shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.

C. **IMPORTANT NOTE:** Items not on the STORES catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the catalog at time of order.

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

VII. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add other military and federal agency customers located in the same geographic area covered by this solicitation at no additional cost. The customer(s) will be added based on a mutually agreed upon implementation plan. The transition period for implementation will be a minimum of 30 days and not more than 90 days. These potential customers cannot increase the dollar value of the contract by more than the maximum value of the contract. The capacity to add customers will not be evaluated prior to award.

B. Additional customers are limited to those that receive Federal funding.

VIII. CONTRACTING AUTHORITY

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

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

XI. CUSTOMER SERVICE POLICY

The awardees shall treat each and every customer under these contracts as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to customers under these contracts. The awardees shall provide to DSCP the name of at least one dedicated customer service representative. This representative shall be available to handle emergency service requirements, product quality complaints, shipping discrepancies, etc. The name of the representative(s) and their telephone number, e-mail address, and any other method of communicating must be furnished to DSCP.

Offeror is required to explain how they resolve day-to-day performance issues: _____

****OFFERORS ARE REQUIRED TO SUBMIT A BOTTLER CONTACT LIST WITH THEIR OFFER.****

X. SWITCHING CONTRACTS

If two (2) or more beverage contracts are awarded, the following guidelines apply to DSCP customers:

- Customers must provide the beverage supplier currently supplying them with at least ninety (90) days notice if they decide to switch to another supplier
- Customers may not switch from one supplier to another more than once per eighteen (18) months.

Once a vendor is notified that a customer no longer wants their product, the vendor has 30 days to remove their dispensing equipment from the premises. The Government will not be responsible for dispensing equipment that is not picked up by the vendor.

XI. DISPENSERS

A. The Contractor, at no charge to the Government, shall furnish mechanically refrigerated dispensing machines suitable for use with the Contractor’s bag-in-the-box drinks. Sufficient machines / dispensing heads shall be supplied to accommodate the specific requirements of the dining facility in which they are installed.

For Carbonated: The Contractor(s) shall furnish the dispensers and all equipment, material, and labor required to furnish, install, maintain, and remove the same. The Contractor(s) shall furnish adequate instruction in the use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers, to the dining facility personnel in each dining facility services under this contract.

For Non-Carbonated: The Contractor shall furnish beverage dispensers, which are continuously fed by an automatic proportioning pump and dispensing system. The Contractor shall furnish the dispensers and all equipment, material, and labor, required to furnish adequate instruction in the use of each system, including connection and disconnection of syrup containers, to the dining facility personnel in each dining facility serviced as a result of this solicitation.

- B. The Contractor will provide a technically qualified service representative who will perform maintenance and quality control inspection on each dispensing system.
- C. Any equipment or material furnished for the purpose of dispensing these beverages shall remain the property of the Contractor.
- D. The Contractor(s) shall maintain all reusable containers and equipment in a sanitary condition and in a good state of repair and working order. At the time of each delivery, the Contractor(s) shall remove from the premises of the Government all empty reusable containers, unless the Contracting Officer grants permission in writing for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of containers and equipment furnished by the Contractor(s).
- E. Where dispenser is Government-furnished, the Contractor(s) shall furnish CO2 and maintenance and repair of the equipment, but not spare parts. The Contractor(s) will furnish a list of recommended spare parts for storage by the Government.
- F. All management, labor, transportation, and supplies required to repair and maintain Contractor's equipment shall be the sole responsibility of the Contractor.
- G. The estimated number of dispensers required for this contract will be a minimum of two (2) per dining facility.

XII. NEGOTIATIONS

For the subject acquisition, the Government reserves the right to conduct negotiations. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DSCP Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DSCP Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

XIII. NON-MANUFACTURER / NON-DISTRIBUTER

All offerors are required to provide product originating from a sanitarily approved source and in delivery conveyances that are subject to the Sanitary Conditions clause in the solicitation. Offerors indicating a Place of Performance (manufacturing location) that is not under the day to day control and management of the offeror shall submit documentation that an agreement for production and distribution is in effect at the time of offer covering the period of the contract. The documentation must be signed by the offeror and the proposed subcontractor(s). This does not include similar entities & affiliates of the offeror, but applies to non-manufacturers, partners, subcontractors and similar entities that would be performing on the proposed contract but are not the offeror itself. Offerors using a consortium, joint venture or other teaming approaches shall provide evidence of experience pertaining to the execution of the requirements of the solicitation. The freshness requirement of the product being delivered may not be compromised. The offeror's distance from the delivery location is very important. The offeror must be capable of delivering product to arrive at the delivery location the same day for emergency orders.

XIV. DESCRIPTION/SPECIFICATIONS:

1. GROUP 1: BAG-IN- BOX (Carbonated Soda)

Beverage Base liquid carbonated Cola, Root Beer, etc. as required for use in contractor furnished post-mix dispensers.

Note: Offered prices per line item must include not only the cost of the product, but also the cost of furnishing dispensing equipment, CO2 cylinders, and all related service costs.

0001: Military Customers in the Continental United States (CONUS): **560,345** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **CONUS** customers: _____

0002: Military Customers in Alaska: **22,655** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Alaska** customers: _____

0003: Military Customers in Hawaii: **26,431** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Hawaii** customers: _____

0004: Military Customers in Guam: 24,921 gal. est.

UNIT PRICE (Per Gallon)

Base Period _____
Option Year 1 _____
Option Year 2 _____
Option Year 3 _____
Option Year 4 _____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Guam** customers: _____

0005: Naval Ships at Ports in the Continental United States: 66,456 gal. est.

UNIT PRICE (Per Gallon)

Base Period _____
Option Year 1 _____
Option Year 2 _____
Option Year 3 _____
Option Year 4 _____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Naval Ship** customers: _____

0006: Non-Department of Defense Customers in the Continental United States: 52,862 gal. est.

UNIT PRICE (Per Gallon)

Base Period _____
Option Year 1 _____
Option Year 2 _____
Option Year 3 _____
Option Year 4 _____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Non-Department of Defense** customers: _____

2. GROUP 2: BAG-IN-BOX (Non-Carbonated)

Beverage Base concentrated Iced Tea, Lemonade, Fruit Punch, etc. as required for use in contractor furnished post-mix dispensers.

Note: Offered prices per line item must include not only the cost of the product, but also the cost of furnishing dispensing equipment and all related service costs.

0007: Military Customers in the Continental United States: **262,618** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **CONUS** customers: _____

0008: Military Customers in Alaska: **10,618** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Alaska** customers: _____

0009: Military Customers in Hawaii: **12,388** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Hawaii** customers: _____

00010: Military Customers in Guam: **11,680** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Guam** customers: _____

00011: Naval Ships at Ports in the Continental United States: **31,146** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Naval Ship** customers: _____

00012: Non-Department of Defense Customers in the Continental United States: **24,775** gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Non-Department of Defense** customers: _____

3. GROUP 3: BAG-IN-BOX (Electrolytic Beverage Base, Assorted flavors)

Beverage Base concentrated electrolytic, as required for use in contractor furnished post-mix dispensers.

Note: Offered prices per line item must include not only the cost of the product, but also the cost of furnishing dispensing equipment and CO2 cylinders and all related service costs.

00013: Military Customers in the Continental United States: 285,019 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **CONUS** customers: _____

0014: Military Customers in Alaska: 11,524 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Alaska** customers: _____

0015: Military Customers in Hawaii: 13,444 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Hawaii** customers: _____

0016: Military Customers in Guam: 12,676 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Guam** customers: _____

0017: Ships at Ports in the Continental United States: 33,802 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Naval Ship** customers: _____

0018: Non-Department of Defense Customers in the Continental United States: 26,889 gal. est.

UNIT PRICE (Per Gallon)

Base Period	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____

Please indicate **FLAVORS** and **PRODUCT CODES** available for **Non-Department of Defense** customers: _____

XV. ORDERING SYSTEM

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

1. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DSCP for the purposes of contractor payment and customer billing.
2. Customers will be able to order all of their Soda requirements through STORES.
3. Initially, a copy of the STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
4. **EDI capability is a requirement for award under this solicitation.** In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
 - Catalog (Vendor to DSCP)
 - Purchase Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)
5. The successful vendor MUST have access to the Internet and is able to send and receive electronic mail (e-mail).
6. **Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.**
7. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."

B. Order Placement

1. Customers shall place orders via STORES to accommodate a "skip-day" delivery. Orders shall generally be sent no later than 2:00 p.m. two (2) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section V., A. Holidays on page 35.
2. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. In the event of a weekend and/or holiday, the vendor is requested to notify the customer on the next business day. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.
3. **There shall be no line-item (LSN) additions to existing STORES orders.** Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

XVI. PRODUCT QUALITY

- A. Contractor is required to deliver fresh product with a shelf life of no less than 60 days.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

XVII. PACKAGING, PACKING AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading, and durable.

XVIII. INSPECTION AND ACCEPTANCE

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

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

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

D. Title of all products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected at final delivery point. All deliveries shall be FOB Destination to the end user delivery points. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved in the actual delivery of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of FOB destination, see FAR 52.247-34, "FOB Destination."

XIX. WARRANTIES

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

XX. REJECTION PROCEDURES

- A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.
- B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the authorized food service officer.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

- D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

DELIVERIES AND PERFORMANCE

I. ITEM AVAILABILITY

The Government is aware that all bottlers do not carry all flavors described in the Description / Specification / Schedule / Pricing section of this solicitation and it is not expected that a bottler will carry a certain flavor for only isolated military customers if it is an economic hardship, however, if sufficient demand exists for a certain flavor, that bottler should make every attempt to satisfy military customers.

II. DELIVERY INSTRUCTIONS

- A. Contractor will be required to make delivery within two (2) business days of receipt of order. Saturdays, Sundays, and Holidays are not considered business days.

If a Saturday or Sunday is the third business day after receipt of an order, the contractor has until the next business day to make delivery. If a Holiday is the third business day after receipt of an order, the contractor has until the next business day to make delivery.
- B. At certain military installations, the contractor will be required to submit invoices to a location other than the actual delivery point.
- C. At no time is a contractor permitted to change the delivery schedule. Only the DSCP Contracting Officer is permitted to make changes to the delivery schedule.
- D. On occasion, contractors may be required to make deliveries to special delivery points when product needs to be airlifted or loaded onto ocean carriers, e.g. shipments to Thule, Greenland.
- E. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- F. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Sundays and Holidays, between the hours and location specified by the ordering officer (see Delivery Locations on pages 36-43).

III. SITE VISITS

Offerors are urged and expected to inspect installations to familiarize themselves with the locations of the delivery points and conditions under which deliveries will be required.

IV. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

V. SUBSTITUTIONS

- A. The customer has to authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor’s electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog on the date of the order.
- B. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

VI. HOLIDAYS

- A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

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

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

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

VII. EMERGENCY ORDERS

- A. Emergency service shall be provided within twenty-four (24) hours after receipt of trouble call from the Government representative.
- B. Contractors shall provide a maximum of two (2) emergency orders per month, per customer, at no additional charge. Expeditious fulfillment of the emergency order is imperative.
- C. The contractor is responsible for providing the ordering facilities the name of a Customer Service Representative for notification of receipt and handling of such emergency orders and will provide their business phone number, fax number, e-mail address, and/or pager number.

VIII. AUTHORIZED RETURNS

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

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

IX. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the next delivery day after notification by the ordering activity.

X. DELIVERY LOCATIONS

A DELIVERY TICKET WILL ACCOMPANY EACH DELIVERY CITING ORDER NUMBER, UNIT PRICE, ITEMIZED, EXTENDED, AND TOTALED. IT IS MANDATORY THAT THE DELIVERY TICKET INCLUDE THE CONTRACT NUMBER, CALL NUMBER, LEAD CLIN NUMBER, PURCHASE ORDER NUMBER, AND GOVERNMENT UNIT OF ISSUE. TOTAL QUANTITY BASED ON GOVERNMENT UNIT OF ISSUE.

PRICES CITED ON DELIVERY TICKETS ARE REQUIRED TO BE THE PRICES AT THE TIME OF ORDER AND NOT THE PRICES AT TIME OF DELIVERY.

Deliveries will be made on a mutually agreeable schedule. Any changes after initial delivery schedule has been established MUST be approved and agreed upon by the DSCP Contracting Officer and the Customers.

AT NO TIME CAN A VENDOR CHANGE THE DELIVERY SCHEDULE WITHOUT AUTHORIZATION. THIS IS CONSIDERED A VIOLATION OF THE CONTRACT.

There will be a minimum of one (1) delivery per week.

All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.

INSPECTION

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

CURRENT CUSTOMERS

TISA FT. Richardson, AK
 TISA & CDC Ft. Wainwright, AK
 AF Services Elemendorf AFB, AK
 Mason & Hanger Corp Clear AS, AK
 AF Service Eielson AFB, AK
 Gar USAG FT Greely, AK
 Kulis Air Nat'l Guard, AK
 USAF Hospital at Elemendorf, AK
 USCG MSO Valdez, AK
 USCGC SPAR, AK
 USCGC Hickory, AK
 Galena AFB, AK
 Ft. Rucker Aviation Center, AL

USCGC CYPRESS, AL
Maxwell/Gunter AFB Airmens Din. Fac. AL
Redstone Arsenal Bldg. 3618 TISA AL
Hurlburt Field Oasis Café, AL
SIMS office Little Rock AFB, AR
Cass Job Corps Center, AR
USCG Port At San Diego, CA
Assault Craft Unit Five (ACU 5) Pendleton, CA
29 Palms Child Dev. Ctr., CA
FISC 'A', San Diego Ships, CA
FISC 'B,' San Diego Ships, CA
FISC 'C' San Diego Ships, CA
FISC 'D' San Diego Ships, CA
FISC 'E' San Diego Ships, CA
FISC 'F' San Diego Ships, CA
SANFRN Navy Ships San Francisco Bay Area, CA
EDWARDS AFB, Joshua Tree Din. Fac. CA
Vandenberg AFB, The Breakers, CA
Point Mugu, Naval Air Weapons Stn, CA
LEMORE Naval Air Station, CA
FT. Irwin, TISA, CA
Nav. Hospital Camp Pendleton, CA
Weed Army Hosp, Ft. Irwin, CA
Naval Hospital, San Diego, CA
29 Palms Naval Hosp, CA
San Nicholas Island, CA
Naval Station, San Diego, CA
Naval Submarine Base, San Diego, CA
NAS North Island, San Diego, CA
Naval Consolidated Brig Miramar, San Diego, CA
NALF San Clemente Island, San Diego, CA
USCG San Pedro Galley, CA
Camp Pendleton, Base Food Service #2, CA
Camp Pendleton, Base Food Service #3, CA
Camp Pendleton Area 3, CA
Base Food SVS Bridgeport, CA
29 PALMS Troop (MCAGCC), CA
DL1 TISA Monterey, CA
Troop Services Beale AFB, CA
Troop Services Travis AFB, CA
Naval Air Station, Fallon, NV, CA
USCG Boutwell, CA
Morgenthau Coast Guard Island, CA
Camp Parks, CA
Ft Hunter-Liggett, CA
US Coast Guard Cutler, Aspen, CA
USCG Trng Center Petaluma, CA
Sierra Nevada Jobs Corps Ctr, CA
David Grant Med Center, CA
CDC Shriever AFB, CO
Aragon & Granite Inn Peterson AFB, CO
Falcon Inn Din Fac. Shriever AFB, CO
USAF Academy High Cntry Inn, CO

USAF Academy CDC, CO
Services Buckley ANG Base, CO
USAF Academy Youth Ctr, CO
Evans Army Comm. Hosp, CO
USAF Academy Hosp., CO
TISA Fort Carson, CO
Naval Submarine Supp. Fac #2, Groton, CT
Naval Submarine Base New London, Groton, CT
Air National Guard, Connecticut, CT
Connecticut Job Corp Ctr, CT
USCG Academy, MWR Branch, CT
Bolling AFB, DC Troop
Marine Barracks Din. Hall, DC
Pentagon Sec. of Navy DFAC/Eurest Dining, DC
Dover AFB, DE – Patterson Din FAC
Wilmington Job Corps, DE
Mayport Oasis Galley General Mess, FL
Jacksonville Galley Food Service Officer, FL
Jacksonville Naval Hospital, FL
Jacksonville Job Corps Ctr., FL
Kings Bay Pirates Cove Galley, FL
Reprovisions Warehouse, FL
US Coast Guard Base, Mayport, FL
USCGC Mahawk, FL
Patrick AFB Riverside Dining Facility, FL
MacDill AFB Bounty Hall Dining Facility, FL
Hospital MacDill AFB Dining Facility, FL
Key West Army Diving School, FL
Dept. of Justice BOP-Miami, FL
USCG Air Stn Opalocka, FL
Federal BOP-FCC Coleman, FL
Tyndall AFB Dining Facility, FL
Pensacola Galley 601, FL
Eglin Airforce Base, FL
Eglin AFB, FL
Eglin AFB Hospital, FL
Eglin AFB Duke Field Dining Facility, FL
Eglin AFB Seabreeze Dining Facility, FL
Eglin AFB Army Ranger Camp 6th Battalion, FL
117th SVS Flight Burmingham, AL, FL
Panama City, FL
BOP Marianna, FL
Mayport FISC 1 – Jacksonville, FL
Mayport FISC 2 – Jacksonville, FL
Navy Supply Corps School Athens, GA
165th Airlift Wing, GA
Robins AFB Wynn Dining Facility, GA
Moody AFB 347 SVS/SVMF Georgia Pines, GA
Atlanta, GA
Dobbins Air Reserve Base, GA
165th GAANG, GA
Atlanta Job Corps Center, GA
Brunswick Job Corps center, GA

Thule AFB, VA, GRLND
Services Anderson AFB, GUAM
Dept of Education (DOE) Guam
DYDASCO USAR Center, Santa Rito, GU
Camp Covington, NMCB, GUAM
USS Frank Cable (AS-40), Guam
Commnav Marin NAS, Guam
Guam Army Nat. Guard, Guam
United Seaman's SVS, Guam
Port of Guam, GU
36th SYS Squadren, Guam
Navy Base Operations Support (BOS) Contractor, Guam
Global Food Service SVS, Guam
3rd Marine Expeditionary Force, GUAM
MSS-7, US Guam Naval Base, GUAM
FISC 'B' Pearl Harbor, HI
FISC 'C' Pearl Harbor, HI
FISC 'D' Pearl Harbor, HI
FISC 'E' Pearl Harbor, HI
TISA Schofield Barracks, Hawaii
15 SVS/SVMF Hickam AFB, Honolulu, HI
Pearl Harbor Naval Station Galley, HI
NSGA Kunia, Hawaii
Tripler Army Medical Ctr, HI
Air National Guard, Hickman AFB, HI
USCGISC Honolulu, HI
MCBH Anderson Hall Kaneohe, HI
Barking Sands PMRF, HI
USCGC Rush FPOAP, HI
USCGC Walnut FPO AP, HI
USCG Jarvis, HI
USCG Air Station Barbers Point, HI
USCG Kukui, HI
Port of Hawaii, HI
USAKA/KRS Hawaii
Denison Job Corps Center, IA
Services Squadron Mountain Home AFB, ID
366 MED Grp/Nutritional, ID
Idaho National Guard, ID
MT Home AFB, ID
Troops Scott AFB
Great Lakes Galley 535, IL
Great Lakes Galley 928, IL
Great Lakes Galley 1128, IL
Paul Simon Chicago Job Corps Center, IL
8 SVS/SVMFT O'Malley Inn Kunsan AB, Korea
NAF Central Store Room Kunsan AB, Korea
Taegu AB Din Fac (K-2) Korea
Food Service Office Osan Air Base, Korea
CDC Osan Air Base, Korea
Gwang Ju Air Base, Korea
NAF Central Warehouse, Korea
Camp Mujuk Korea Messhall, Korea

PORT OF Korea
123 RD Services Flight, KY
Troops McConnell AFB, Wichita, KS
TISA Fort Riley, KS
Ft. Leavenworth USDB Trustee Unit, KS
McConnell AFB, KS
Flint Hill J/C Manhattan KS
190th Air Wing Topeka, KS
JRTC and Fort Polk, Ft, Polk, LA
PC Troops and Red River Fac., Barksdale AFB, LA
Coast Guard STN N. Orleans, LA
Natick, MA
USCG Cape Cod, MA
Grafton Job Corps Ctr, Grafton, MA
102 FW-SVS Flight, MA
Galaxy Din Facility, MA
USCGC Escanaba WMEC, MA
USCG Station Gloucester, MA
Indian Head Naval SWC, MD
Naval Spt Fac Thurmont, MD
Naval Station Annapolis Mess, MD
Dahlgren Naval SWC Gen Mess, MD
Andrews AFB, MD – 89 SVS (FOOD)
Ft. Meade, MD – House of Four Hat, MD
Ft. Meade, MD – TISA, MD
Aberdeen Proving Ground, MD – TISA
Fort Ritchie and Fort Detrick, MD – TISA
Potomac Job Corps Center, MD
Maryland Air National Guard, MD
Walter Reed ARMY MED CTR, MD
Dewitt Army Hospital, MD
Naval Air Station Brunswick, ME
USCG Group Portland, ME
AF 101st SVF Bangor, Maine
USCGC Cutter Mackinaw, MI
Alpena ANG, MI
Selfridge ANGB, 927 SVS flight, MI
Flight Michigan Air Nat'l Guard, MI
St. Paul Air Force Reserve Base, MN
Dining Facility Fort Leonard Wood, MO
Missouri Air Nat'l Guard, MO
Unit 442 Air Force Reserve, MO
TISA Whiteman AFB, MO
FISC JAX Det. Pascagoula, MS
Food Service Incorporated, Kessler AFB, MS
Naval Air Station, Meridian, MS
PC Troops and Cardinal Inn, Columbus AFB, MS
Hospital Kessler AFB, MS
Mississippi ANG, MS
Mississippi ANG 11, MS
Coast Guard STN Gulfport, MS
186th ARW, AF, MS
Cent. Dist. Sectn. Malmstrom AFB, MT

High Plains Inn Malmstrom AFB, MT
Montana Air Nat'l Guard, MT
USDA Trapper Creek Job Corps, MT
Ft. Bragg, NC
Ft. Bragg, Army Medical Center, NC
Camp Lejeune, NC
Pope AFB, NC
Seymour Johnson AFB, NC
Coast Guard at Ft. Macon, NC
Coast Guard Port, NC
Kittrell Job Corps Center, NC
Camp Lejeune #1, NC
Camp Lejeune #2, NC
Cherry Point, NC
Dakota Inn & Fly-Bye-Inn Minot AFB, ND
91 OSS/Missiles Minot AFB, ND
Food Service Grand Forks AFB, ND
AF Services Offutt AFB, NE
Air Nat'l Guard New Hampshire, NH
TISA AFXT-GDC-& Fort Dix, New Jersey
US Military Academy Fort Monmouth, NJ
Falcon Hall McGuire AFB McGuire, NJ
Edison Job Corps Center, NJ
USCG Trng Ctr Cape May, NJ
USCG Vigorous Cape May, NJ
The Thunder Bird Inn, Kirtland AFB, NM
PECOS Trail Din Fac., Cannon AFB, NM
Shifting Sands Din Fac., Holloman AFB, NM
Air National Guard, NM
Nellis AFB, Nevada
Nellis AFB, Bruso Hall Indian Sprgs, Nevada
Mike O' Callaghan Hospital, NV
USCG Station, NY
NCD USMA West Point, NY
USCGC Galley Staton Island, NY
West Point Cadet Mess, NY
105th Stewart ANG, NY
IFS/Fort Drum, NY
USCG Statopm Eaton's Neck, NY
CGC Sector Long Island Sound, NY
Dayton Job Corps, OH
Job Corps Center, Cincinnati, OH
Wright Patterson AFB, OH
74th Medical Group/SGSD, OH
SIMS Office Tinker AFB, OK
137 Services Flight, OK
Reynolds Army Hospital, Ft. Still, OK
138 Services International Guard, OK
Troop Support Fort Still, OK
USCG AB Tougue Point, OR
USCG Station Chetco River, OR
Springdale Job Corp Ctr, OR
USCG AB Tougue Point, OR

Red Rock Job Corps Ctr., PA
Keystone Job Corp. PA
NETC Food Service Div., Newport, RI
145 SVF North Kingstown, RI
Parris Island Air Wing, SC
Ft. Jackson TISA, SC
Shaw AFB SIMS Office, SC
Naval Weapon School Galley, Charleston, SC
Charleston Naval Hospital, SC
Charleston Naval Consolidate Brig, SC
Charleston AFB, SIMS Office, SC
Parris Island, SC
Services Ellsworth AFB, SD
Sector Field Office Galverston, TX
Coast Guard Station Houston, TX
SIMS Office Sheppard AFB, TX
NAS Ft. Worth, TX
Ft. Sam Houston, TISA, TX
Lackland AFB, 37 SVS/SVMF Din. Fac, TX
Laughlin AFB, Chaparral Din Fac, TX
Laughlin AFB, Child Dev Center, TX
ANG 147 FW Ellington Field, TX
Laredo Job Corps CTR, TX
Ft. Hood TISA, TX
Darnell Army Hospital, TX
Food Service staff Office Dyess AFB, TX
Goddfellow AFB, San Angelo, TX
TISA Fort Bliss, TX
U.S. Immigration & Nat. El Paso, TX
Hillcrest Dining Facility Hill AFB, UT
Hill AFB 729th ACS/LGCA, UT
Utah Air National Guard, UT
419 MSS SVS Hill AFB, UT
Norfolk, Fleet and Industrial Supply Center 'A', VA
Norfolk, Fleet and Industrial Supply Center 'B', VA
Norfolk, Fleet and Industrial Supply Center 'C', VA
Norfolk, Fleet and Industrial Supply Center 'D', VA
Norfolk, Fleet and Industrial Supply Center 'E', VA
Norfolk, Fleet and Industrial Supply Center 'F', VA
Norfolk, Fleet and Industrial Supply Center 'G', VA
FISC Combat Force Ships, Norfolk, VA
Ft. Lee – TISA, VA
Dam Neck Fleet Combat Trng Ctr, VA
Langley – Eagle Room, VA
Langley – Hospital, VA
Ft. Eustis/Ft. Monroe/Ft. Story, VA
Little Creek Naval Amphibious Base, VA
Naval Station Norfolk, VA
Norfolk Naval Shipyard Portsmouth, VA
Yorktown Naval Wpn Stn, VA
Naval Security Grp Activity, VA
McDonald Arm Comm. Hosp, Ft Eustis, VA
Oceana NAS, VA

ACSC Galley Wallops Island, VA
Fort A.P. Hill, VA – TISA, VA
Henderson Hall HQMC, VA
Quantico MC, VA
Camp Allen, Marine Corps Sec. Battalion, VA
PORT NORFOLK, VA
FISC/Puget Sound II Bremerton, WA
FISC Det Everett, WA
Nav Sub Base Bangor, Silverdale, WA
TISA Fort Lewis, WA
McCord AFB Flight Kitchen, WA
NAS Whidbey Island, WA
Naval Submarine Base Bangor, WA
USCGC ISC Seattle, WA
USCGC Polar Sea, WA
USCGC Polar Star, WA
USCGC Stn Grays Harbor, WA
USCGC Healy, WA
Cascades Job Corp Center WA.
SVS Fairchild AFB, WA
Spokane WA Air Natl Guard, WA
Gen. Mitchell ARS/449th Airlift Wing, WI
USCG Sector Lake Michigan, WI
Ft. McCoy, US ARMY RESERVE Sparta, WI
Wisconsin Nat'l Guard, WI
Charleston Job Corps Ctr, WV
W. Virginia Air Nat'l Guard, WV
Chadwell Din Fac. F.E. Warren AFB, WY
Services Francis E. Warren AFB, WY

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

- A. The DSCP Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Two (2) copies (an original plus one) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.
- B. All invoicing for payment is to be submitted electronically using the Market Ready EDI Invoicing website from the DSCP Subsistence Home Page (<https://www.dscp.dla.mil/subs/index.asp>) (see paragraph G) or via an 810 EDI transaction set (see page 3).

No paper invoices shall be submitted to DFAS for payment.

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

- 1. Contract Number;
 - 2. Call Number or Delivery Order Number or Contract Order Number;
 - 3. Purchase Order Number;
 - 4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
 - 5. DODAAC
 - 6. Item Nomenclature;
 - 7. LSN or NSN;
 - 8. Quantity purchased per item in DSCP's unit of issue;
 - 9. Clearly identified and annotated changes on all copies;
 - 10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
- C. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.
 - D. Vendors shall submit **one invoice per purchase order**.
 - E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.
 - F. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from STORES. To register, go to the website <http://www.dscp.dla.mil/subs/mredi.asp>. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.

- G. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DSCP Subsistence Website at https://www.stores.dla.mil/acct_mgr_tool/Login.asp. This tool is only for vendors that have a DSCP contract and are invoicing using the 810 transaction set. Both invoice and receipt information will be available for review on the EBS website by the Market Ready Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers' receipts to the vendors' electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.
- H. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the Market Ready EDI Invoicing website and/or the DSCP Reconciliation Tool. (Currently there are three commercial vendors who provide DoD approved external certificate authorities. Only a DoD approved external certificate authority obtained from one of these vendors will be acceptable. The web site <http://iase.disa.mil/pki/eca/index.html> provides links to the three companies. This web site also provides additional information regarding PK compliance.
- I. Failure of the vendor to properly invoice on their end and keep up to date on invoices may result in contract termination and/or options not being invoked.
- J. **NOTE:** ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH EBS. FOR ORDERING, INVOICING, AND PAYMENT PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

POINT(S) OF CONTACT FOR ORDERING: _____
PHONE NUMBER: _____
FAX NUMBER: _____

PLEASE PROVIDE A POINT OF CONTACT AND TELEPHONE NUMBER FOR MATTERS REGARDING INVOICES AND/OR PAYMENTS:

POINT(S) OF CONTACT FOR INVOICING & PAYMENT: _____
PHONE NUMBER: _____
FAX NUMBER: _____

Is your company EDI capable? (circle one) Yes No

III. PAYMENTS

- A. DFAS Columbus is the payment office for this acquisition.

Customers are to place orders electronically that will flow through the DSCP ordering system STORES. In the temporary event that order cannot be conducted electronically, customers are to process orders manually and a copy of the signed invoices must also be faxed to the Contract Specialist at 215-737-4246.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s). This information will only be available from your bank.
- D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

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

VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT:

<https://myinvoice.csd.disa.mil/index.html>

IV. ADMINISTRATION

- A. Administration of the contract will be performed by DSCP in Philadelphia.
- B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the contract.

V. PURCHASE ORDERS

There shall only be one invoice per purchase order for each customer delivery location. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

VI. CONTRACT CLOSEOUT

Individual delivery orders shall be invoiced within five (5) days from the actual date of delivery. Cumulative delivery order closeout will result in total contract closeout. It is the Government's intent to closeout contracts within 60 days from the date of the final delivery.

Note: 52.212-1, **Instructions to Offerors – Commercial Items (JUN 2008)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

ADDENDUM to FAR 52.212-1

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 7-8, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

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 120 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.

Addendum

The following additional clauses are set forth in full text:

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:

- **The ability to provide the product in accordance with the item description.**
- **The ability to deliver product in accordance with delivery schedule.**
- **The ability of the vendor to invoice through EDI.**
- **The ability to meet all other terms and conditions of this solicitation.**

Technical and past performance, when combined, are less important than cost or price. [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(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.

(End of Provision)

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (AUG 2009)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

“Women-owned small business concern” means a small business concern --

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

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

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

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

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

 [List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(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, violating Federal criminal tax laws, 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 enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

- (j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *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 (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
- (3) Taxpayer Identification Number (TIN).
- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;

- Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

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

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

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

___ Black American.

___ Hispanic American.

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

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

(iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

(End of provision)

****OFFEROR IS REQUIRED TO SUBMIT A BOTTLER CONTACT LIST****

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price/Indefinite Delivery contract resulting from this solicitation.

(End of provision)

52.217-9P14 EVALUATION OF OPTIONS (JAN 1992) DSCP

(a) If award by line item is permitted by the solicitation, the Government will evaluate offers for award purposes by adding the proposed price per line item for the basic quantity with the proposed price for the corresponding option quantity line item. If a single award for all items is specified in the solicitation, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. If award by lot is specified in the solicitation the Government will evaluate offers for award purposes by adding the total price for each lot with the proposed total price for the corresponding option quantity lot. Evaluation of options will not obligate the Government to exercise the option(s).

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(c) The Government reserves the right to make awards for quantities less than those solicited. However, in no event will an award be made for a portion of the basic quantity without a corresponding portion of the option quantity.

(End of Provision)

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.

(End of provision)

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JUNE 2005)**

(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" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "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 performance of any contract or subcontract resulting from this solicitation.

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

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

(End of provision)

**DFARS 252.225-7000 - BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JAN 2009)**

(a) Definitions.

"Commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" 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) For end products other than COTS items, 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 NumberCountry of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

Line Item NumberCountry of Origin (If known)

(End of provision)

FAR 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/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

The following additional provisions are incorporated by REFERENCE:

PROVISION NUMBER	TITLE	DATE
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009