

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W42NU4-4183-2001		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124E-04-B-0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIMMIE I. EDWARDS		b. TELEPHONE NUMBER (No Collect Calls) 337-531-2347		6. SOLICITATION ISSUE DATE 23-Sep-2004	
9. ISSUED BY USA CONTRACTING AGENCY SOUTHERN REGION FORT POLK DIRECTORATE OF CONTRACTING 6661 WARRIOR TRAIL PO DRAWER 3918 FORT POLK LA 71459-0918 TEL: FAX:		CODE W9124E		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 2097 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DOL, SUP & SVCS DIV, TRP ISS SUBS BR PRISCILLA WILLIAMS 7670 VIRGINIA AVENUE FORT POLK LA 71459 TEL: 337-531-6176 FAX:		CODE W42NU4		16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	STORAGE HOUSE/ VAN FFP RENTAL OF ONE MECHANICALLY COOLED HOUSE FFP(BUILDING OR VAN) WITH A CAPACITY FOR HOLDING A MINIMUM OF 30,000 LBS OF CRUSHED ICE IN 40 LB BAGS. LINE ITEMS 0001, 0002, 0003 AND 0004 ARE FOR THE BASE PERIOD OF 10/01/04 - 09/30/05. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	STORAGE BINS FFP RENTAL OF 36 MECHANICALLY COOLED ICE STORAGE BINS FFP - WITH A CAPACITY FOR HOLDING A MINIMUM OF 140 - 8 LB BAGS. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 8LB BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	96,500	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 40 LB BAGS FFP PURCHASE REQUEST NUMBER: W42NU4-4183-2001	72,000	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	STORAGE HOUSE /VAN FFP RENTAL OF ONE MECHANICALLY COOLED HOUSE FFP(BUILDING OR VAN) WITH A CAPACITY FOR HOLDING A MINIMUM OF 30,000 LBS OF CRUSHED ICE IN 40 LB BAGS. LINE ITEMS 1001, 1002, 1003 AND 1004 ARE FOR THE 1ST OPTION 10/01/05 - 09/30/06. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	STORAGE BINS FFP RENTAL OF 36 MECHANICALLY COOLED ICE STORAGE BINS FFP - WITH A CAPACITY FOR HOLDING A MINIMUM OF 140 - 8 LB BAGS. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	ICE BAGGED FFP ICE CRUSHED, SUPPLIED IN 8LBS BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	96,500	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	ICE BAGGED FFP ICE CRUSHED, SUPPLIED IN 40 LB BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	72,000	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	STORAGE HOUSE. VAN FFP RENTAL OF ONE MECHANICALLY COOLED HOUSE FFP(BUILDING OR VAN) WITH A CAPACITY FOR HOLDING A MINIMUM OF 30,000 LBS OF CRUSHED ICE IN 40 LB BAGS. LINE ITEMS 2001, 2002, 2003 AND 2004 ARE FOR THE 2ND OPTION 10/01/06 - 09/30/07. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	STORGAE BINS FFP RENTAL OF 36 MECHANICALLY COOLED ICE STORAGE BINS FFP - WITH A CAPACITY FOR HOLDING A MINIMUM OF 140 - 8 LB BAGS. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 8 LBS BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	96,500	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	ICE BAGGED FFP ICE, CRUSHED SUPPLIED IN 40 LBS BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	72,000	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	STORAGE HOUSE/ VAN FFP RENTAL OF ONE MECHANICALLY COOLED HOUSE FFP(BUILDING OR VAN) WITH A CAPACITY FOR HOLDING A MINIMUM OF 30,000 LBS OF CRUSHED ICE IN 40 LB BAGS. LINE ITEMS 3001, 3002, 3003 AND 3004 ARE FOR THE 3RD OPTION 10/01/07 - 09/30/08. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	STORAGE BINS FFP RENTAL OF 36 MECHANICALLY COOLED ICE STORAGE BINS FFP - WITH A CAPACITY FOR HOLDING A MINIMUM OF 140 - 8 LB BAGS. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 8LB BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	96,500	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 40 LB BAGS FFP PURCHASE REQUEST NUMBER: W42NU4-4183-2001	72,000	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	STORAGE HOUSE/ VAN FFP RENTAL OF ONE MECHANICALLY COOLED HOUSE FFP(BUILDING OR VAN) WITH A CAPACITY FOR HOLDING A MINIMUM OF 30,000 LBS OF CRUSHED ICE IN 40 LB BAGS. LINE ITEMS 4001, 4002, 4003 AND 3004 ARE FOR THE 4TH OPTION 10/01/08 - 09/30/09. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	STORAGE BINS FFP RENTAL OF 36 MECHANICALLY COOLED ICE STORAGE BINS FFP - WITH A CAPACITY FOR HOLDING A MINIMUM OF 140 - 8 LB BAGS. PURCHASE REQUEST NUMBER: W42NU4-4183-2001	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	ICE BAGGED FFP ICE CRUSHED SUPPLIED IN 8LBS BAGS PURCHASE REQUEST NUMBER: W42NU4-4183-2001	96,500	Bag		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	ICE BAGGED FFP ICE, CRUSHED, SUPPLIED IN 40 LB BAGS FFP PURCHASE REQUEST NUMBER: W42NU4-4183-2001	72,000	Bag		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2004 TO 31-OCT-2005	N/A	DOL, SUP & SVCS DIV, TRP ISS SUBS BR PRISCILLA WILLIAMS 7670 VIRGINIA AVENUE FORT POLK LA 71459 337-531-6176 FOB: Destination	W42NU4
0002	POP 01-NOV-2004 TO 31-OCT-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
0003	POP 01-NOV-2004 TO 31-OCT-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
0004	POP 01-NOV-2004 TO 31-OCT-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
1001	POP 01-NOV-2005 TO 31-OCT-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
1002	POP 01-NOV-2005 TO 31-OCT-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
1003	POP 01-NOV-2005 TO 31-OCT-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
1004	POP 01-NOV-2005 TO 31-OCT-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
2001	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4

2002	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
2003	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
2004	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
3001	POP 01-NOV-2007 TO 31-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
3002	POP 01-NOV-2007 TO 31-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
3003	POP 01-NOV-2007 TO 31-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
3004	POP 01-NOV-2007 TO 31-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
4001	POP 01-NOV-2008 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
4002	POP 01-NOV-2008 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
4003	POP 01-NOV-2008 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4
4004	POP 01-NOV-2008 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42NU4

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.216-19	Order Limitations	OCT 1995
52.216-21	Requirements	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-18	Availability Of Funds	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.000-4030 ACCEPTANCE OF GOVERNMENT COMMERCIAL CREDIT CARD

Payment by credit card, established use of a Government Commercial Credit Card as another means of payment for supplies or services ordered against a contract. Bidders/Offerors are requested to indicate (by placing a check mark at the beginning of one of the following paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies.

(1) _____ I will accept the Government Commercial Credit Card and offer the following discount for all orders placed using the credit card:

_____ % Discount

(2) _____ I will accept the Government Commercial Credit Card but elect not to offer any discount for orders placed using the credit card.

(3) _____ I elect not to accept the Government Commercial Credit Card for payment for supplies or services ordered against the contract.

NOTE: Discount offered in connection with the credit card will not be used in the evaluation of the offer.
(End of Provision)

52.000-4032 ISSUANCE OF DELIVERY ORDERS/PAYMENTS

a. Delivery Orders for specified quantity of the unit(s) of issue listed in Section B or Section SF 1449 Continuation Sheet (whichever is applicable) will be issued as needed. Performance period will be indicated on the Delivery Order. Delivery Order(s) will be issued electronically, in writing or telephonically by the Directorate of Contracting, Fort Polk, LA. Telephonic Delivery Order(s) will be confirmed in writing within five (5) working days.

b. Upon receipt of a proper invoice, payment will be made monthly and/or upon completion of the Delivery Order(s). A proper invoice includes, but is not limited to, the actual unit(s) of measure performed and the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deduction provided in this contract.
(End of Provision)

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:

Price---75%

Past Performance----25% Please provide three references

(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 clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

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

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

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

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

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

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

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

(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 s 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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)(1) Buy American Act--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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

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

FTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--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.

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 (Jan 2004). 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 (Jan 2004). 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, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

(End of provision)

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

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

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

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

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

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

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

 (ii) Alternate I (MAR 1999) to 52.219-5.

- (iii) Alternate II to (JUNE 2003) 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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://farsite.hill.af.mil>

(End of clause)

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

(a) Definitions.

As used in this clause-

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

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

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

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

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

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

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000).
- 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 (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

STATEMENT OF WORK
DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 STATEMENT OF WORK: The contractor shall furnish and deliver supplies set forth in the line item descriptions to various locations throughout the Fort Polk installation, Fort Polk, Louisiana.

C.2 Reserved.

C.3 GOVERNMENT FURNISHED SUPPLIES/SERVICES:

C.3.1 The Government will provide appropriate space and electricity for operation of the ice storage facilities.

C.3.2 During the term of the contract, Fort Polk Preventive Medicine Activity will conduct random inspections of the contractor's facilities.

C.3.3 Samples will be taken as deemed necessary by the Contracting Officer and laboratory tests made to determine the potability of the product.

C.3.4 Test weighing will be randomly accomplished by the Post Veterinarian upon request from the Contracting Officer or his authorized representative. Test weighing may be accomplished by weighing individual units at Building 4374 or by weighing the entire vehicle at the truck scale before and after delivery.

C.4 CONTRACTOR FURNISHED PROPERTY/SERVICES

C.4.1 Contractor shall deliver one (1) mechanically cooled ice storage house (building or van) with the capacity of holding a minimum of 30,000 pounds (lbs) of crushed ice in 40 lb bags to Building 4366. The contractor shall deliver and place crushed ice in 40 lb bags in the storage house within 24 hours of receipt of a telephone order from the Troop Issue Subsistence Officer (TISO) or authorized representative.

C.4.2 Contractor shall deliver mechanically cooled ice storage bins, with the capacity of holding a minimum of 140 8 pound bags of crushed ice to buildings listed elsewhere in this solicitation.

C.5 SPECIFIC REQUIREMENTS

C.5.1 The contractor shall manufacture ice from potable water. The contractor shall maintain the ice plant and equipment in a satisfactory state of repair and sanitation. Methods employed shall conform to the best commercial practice of the industry. Ice shall meet requirements of the local and state health departments.

C.5.2 Ice storage facilities shall meet standards of the National Sanitation Foundation (NSF) or of other agencies with equivalent testing programs recognized by the Surgeon General. Compliance with this requirement shall be demonstrated by a LETTER from the contractor certifying that equipment supplied under the terms of the contract meet National Sanitation Standards.

C.5.3 The contractor shall furnish ice manufactured by and delivered from establishments currently appearing in the Directory of Sanitary Approved Food Establishments for Armed Forces Procurement.

C.5.4 The contractor shall install storage facilities and bins in the designated locations and shall maintain equipment during the term of the contract. The contractor shall repair equipment within twenty-four (24) hours following notification of equipment failure. If equipment cannot be repaired and replacement is required, the contractor shall replace the equipment within twenty-four hours, at no additional cost to the

Government. All bags of ice that have melted or have partially melted due to equipment failure shall be replaced within twenty-four hours at no additional cost to the Government.

C.5.5 During the period of this contract, the Contracting Officer may order additional storage bins. The contractor shall deliver within ten (10) days after being ordered by the Contracting Officer.

C.5.6 The contractor shall deliver ice to the dining facilities and place ice into storage bins no later than 10:00 a.m.

C.5.7 Ice shall be delivered to each delivery point and in quantities specified by each Delivery Order.

C.5.8 The contractor shall provide a delivery ticket with each delivery. Each delivery ticket shall include complete destination, name of contractor, commodity, Contract Number, Delivery Order number, quantity, unit price and total amount.

C.5.9 The contractor shall deliver ice in clean refrigerated vehicles, equipped to protect against contamination of the product. These vehicles shall be subject to examination at all times by the Contracting Officer or his authorized representative.

C.5.10 Contractor shall deliver all ice storage bins and ice storage houses to designated location within ten (10) calendar days after award of contract. Delivery of ice storage bins shall be coordinated with the Contracting Officer or his authorized representative. At the completion of the contract period, including any extensions thereof, the contractor shall coordinate the removal of his ice storage bins and houses with the delivery of the successor contractor. Coordination will be handled through the Directorate of Contracting as applicable. Crushed ice shall be delivered as required, in sufficient quantities, to the dining facilities and other buildings listed, to avoid any shortage of ice.

END OF DESCRIPTION / SPECIFICATIONS / WORK STATEMENT.

ESTIMATED MONTHLY REQUIREMENTS FOR PERIOD OF 01 NOV 2004 – 31 OCT 2005

MONTH	8 LB BAGS	40 LB BAGS
NOV	1,200	1,000
DEC	1,000	300
JAN	2,200	450
FEB	1,000	500
MAR	3,200	500
APR	4,000	500
MAY	5,000	3,000

JUN	23,000	23,500
JUL	23,000	23,500
AUG	21,000	13,000
SEP	4,600	2,500
OCT	7,300	1,500
TOTALS	96,500	70,250

QUANTITY AND PLACEMENT OF BINS FOR ICE

NORTH FORT POLK

BLDG 8534 (2 bins) BLDG 7820 (2 bins)

BLDG 8051 (1 bin) BLDG 8248 (2 bins)

BLDG 8247 (2 bins) BLDG 8401 (2 bins)

BLDG 7139 (2 bins) BLDG 8411 (2 bins)

BLDG 7180 (2 bins) BLDG 8533 (2 bins)

BLDG 7632 (2 bins)

SOUTH FORT POLK

BLDG 1162 (1 bin)

BLDG 1260 (1 bin)

BLDG 1942 (1 bin)

BLDG 2382 (1 bin)

BLDG 4050 (1 bin)

DELIVERY TO THE BOX AND THE ISB IN ALEX

INITIAL SANITARY INSPECTION

INITIAL SANITARY INSPECTION REQUESTS (VETCOM Cir 40-1)

1. The supplier must write the letter (preferably on letterhead stationary) requesting an initial sanitary inspection. The owner or an authorized representative of the establishment processing the product (s) will sign the letter. Address the letter to the procurement agency where transaction of business is desired. The request will contain, as a minimum, the following information:

- a. Full name of the establishment, street address (or geographical location), city, state, zip code, and county or country where the plant is located; and the mailing address, if different.
- b. Name, title, and telephone number of the contact person at the establishment, and the normal operating hours.
- c. Specific products to be furnished (such as bread, rolls, or bisquits).

d. If the establishment is currently inspected by a federal or state agency, provide the establishment number and the name of the agency. The vendor may qualify for exemption from listing in this Directory.

e. If the vendor is a distributor or broker of finished products from other approved sources and acts within the geographic limits of CONUS, Alaska, or Puerto Rico, then the vendor is exempt from Directory listing unless government-owned food is stored.

f. If the vendor is a caterer, indicate where the food will be prepared, which military installation(s) will be served, and whether the meals are to be contracted.

2. Procurement/contracting agency should review the request, determine if the supplier is eligible, and if they desire to purchase the firm's products. Complete a DD Form 1231 (Request for Veterinary Corps Sanitary Inspection of Establishment) or write a separate cover memorandum for each request. Procurement agencies must forward inspection requests and enclose the supplier's request at least 6 weeks before the results are due, to:

U.S. Army Veterinary Command
ATTN: MCVS-FA
2050 Worth Road
Fort Sam Houston, TX 78234-6000

3. VETCOM will furnish a copy of the approval / disapproval letter sent to the vendor to the procurement / contracting agency submitting the request. If procurement / contracting agency address is different from the letterhead and office symbol on the request cover memorandum, please indicate the correct mailing address.

4. Contact Mr. Kilburn at the above address for any questions or for more information.

REQUIREMENT CONTRACT

THIS WILL BE A REQUIREMENTS TYPE CONTRACT FOR ESTIMATED QUANTITIES. ALL QUANTITIES AND EXTENDED AMOUNTS ARE ESTIMATED. SPECIFIC QUANTITIES WILL BE ORDERED, AS NEEDED, BY ISSUANCE OF A DELIVERY ORDER.

INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE WILL BE AT THE VARIOUS DINING FACILITIES AND OTHER BUILDINGS IDENTIFIED IN THE SCHEDULE.

PAYMENT BY CREDIT CARD

IF CONTRACTOR ELECTS TO HONOR PAYMENT BY GOVERNMENT CREDIT CARD, THE GOVERNMENT WILL PROCESS PAYMENTS FOR ITEMS RECEIVED UNDER THIS CONTRACT THROUGH THE GOVERNMENT CREDIT CARD SYSTEM. THE CONTRACTOR SHALL, ON A MONTHLY BASIS, SUBMIT INVOICES OF ITEMS ORDERED. THE GOVERNMENT WILL CONFIRM ITEMS REPORTED AS ORDERED BY THE CONTRACTOR AND PROCESS PAYMENT MONTHLY THROUGH THE GOVERNMENT CREDIT CARD SYSTEM.

CREDIT CARD ORDER

CREDIT CARD ORDERS: The Government may use the Government credit card to place orders under this contract in lieu of issuing orders with the DD 1155.