

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

1. REQUISITION NUMBER		PAGE 1 OF 41	
2. CONTRACT NO. SP0500-05-D-0311	3. AWARD/EFFECTIVE DATE JUL 18 2005	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0560-05-R-0037

7. FOR SOLICITATION INFORMATION CALL:	a. NAME William J. Woltjen, DSCP-FTRAB	b. TELEPHONE NUMBER (No collect calls) 215-737-3831	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY Defense Supply Center Philadelphia DSCP-FTRAB, Building 6B149 700 Robbins Avenue Philadelphia, PA 19111-5092	CODE SP0500	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)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>	13b. RATING DOC9
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15. DELIVER TO Direct Vendor Deliveries (DVD's). Locations to be specified on each delivery order.	CODE	16. ADMINISTERED BY Defense Supply Center Philadelphia 700 Robbins Ave, DSCP-FTRAB PHILADELPHIA, PA 19111	CODE SP0500
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17a. CONTRACTOR/OFFEROR Cambro MFG CO. 5801 Skylab Road Huntington Beach, CA 92647-2056 TELEPHONE NO. 714-842-4375	CODE 21669	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS Columbus Center DFAS-BVDPII-CC PO Box 182317 Columbus, OH 43218-6248	CODE S36054
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Ice and Beverage Containers Insulated Food Containers and Spare Parts See Pages 6 through 13. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA KG 97X4930.5CK0 01 O.C. 26 S33150	26. TOTAL AWARD AMOUNT (For Govt. Use Only) Maximum \$27,478,070.00
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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
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Cambro's</u> OFFER DATED <u>4-27-05</u> . 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 <i>Gayle Swain</i>	31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>William J. Woltjen</i>
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30b. NAME AND TITLE OF SIGNER (Type or print) GAYLE SWAIN GOVERNMENT SALES	30c. DATE SIGNED 7-15-05	31b. NAME OF CONTRACTING OFFICER (Type or print) WILLIAM J. WOLTJEN	31c. DATE SIGNED JUL 18 2005
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

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SOLICITATION: SP0560-05-R-0037
Ice and Beverage, Food Containers and Spare Parts

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET)**

1. Block 8

Offer Due Date/Local Time: **APRIL 28, 2005, 4:00 PM EST**

2. Block 9 (continued)

Mailed offers should be sent to:

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

Solicitation No: **SP0560-05-R-0037**

Opening/Closing Date and Time

APRIL 28, 2005, 4:00 PM EST

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: **SP0560-05-R-0037**

Opening/Closing Date and Time

APRIL 28, 2005, 4:00 PM EST

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

Facsimile offers (if authorized; see "Addendum" to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-9216 or (215) 737-8414

Offers submitted to any other telephone number shall not be considered for award.

3. Block 17a: Offeror's assigned DUNS Number: 008347437.

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

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

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET) (cont.)**

5. Continuation of Blocks 19-24: Schedule of Supplies/Services

A. GENERAL INFORMATION:

1. Items being procured: The objective of this acquisition is to enter into Indefinite Quantity Contract(s) (IQC) to provide the PLASTIC ITEMS: ICE AND BEVERAGE CONTAINERS, FOOD CONTAINERS AND SPARE PARTS. Deliveries shall be F.O.B. destination to all Conus destinations. **Delivery destinations, quantities and complete delivery instructions will be provided with delivery order(s), issued on an as needed basis, in accordance with contract clause 52.216-9P06.**

2. Planned contracts: This solicitation is an unrestricted best value solicitation utilizing the trade off process between price and non-price factors. See far clause 52.212-2 Evaluation - Commercial Items (JAN 1999) for evaluation criteria. This solicitation will result in Indefinite Delivery/Quantity Type Contracts (IQC's). The IQC's shall be for a period of one base year, with four (4) one-year options.

3. Contract Quantities: The quantities shown in **B. SCHEDULE OF SUPPLIES**, represents the quantities estimated to be ordered over the ordering period for each item. Offers will be evaluated based on the estimated quantities. The estimated and IQC minimum and maximum quantities, for each item, for each option year, are the same as for the base year.

The annual contract guaranteed minimum shall be 20% of the total annual contract estimated dollar value, i.e. the sum of the estimated quantities of all items awarded at the awarded unit prices. The Government is only obligated to purchase the contract minimum for each contract period

The annual contract maximum dollar value shall be 180% of the total annual contract estimated dollar value. The total contract maximum dollar value will be the sum of the annual contract maximum for all contract period's.

4. Item Pricing: All offers are required to complete in its entirety, 2. Schedule of Supplies, including the following: name of manufacturer, manufacturer's offered part number, catalog list price, date of catalog, and list price discount offered to the Government. All pricing should be based upon an **FOB Destination** basis to any CONUS location.

5. Item Descriptions: Offerors may request copies of the pertinent drawings by contacting the following DSCP Point of Contact:

Leonard E. Mahoney
DSCP-FTRAB
Technical/Quality Specialist
Phone #: 215-737-2370
Fax #: 215-737-0313
Leonard.Mahoney@dla.mil

B. SCHEDULE OF SUPPLIES: All Line Items are unrestricted and pricing is FOB Destination to all Conus Destinations. All quantities are estimated. .

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price	U/P* Est Qty
Lot 1 - Beverage and Ice Containers											
0001	7310-01-245-6937 Dispenser, Liquid, Insulated (Olive Drab) P/N A52190-2-2 CID A-A-52190	6,521	EA	Cambro 500LCDGOV403 500LCD	\$ 190.00 N/A 1/1/2005	64.0%	\$ 68.40	\$ 7.09 LH&F max 5% price increase for each of the option periods	\$	75.49	\$ 492,270.29
0002	7320-01-093-7371 Dispenser, Liquid, Insulated (Brown) P/N A52190-2-1 CID A-A-52190	878	EA	Cambro 500LCDGOV131 500LCD	\$ 190.00 N/A 1/1/2005	64.0%	\$ 68.40	\$ 7.09 LH&F max 5% price increase for each of the option periods	\$	75.49	\$ 66,280.22
0003	4110-01-452-7317 Ice Storage Chest (Green) Type TY 2, CL2 CID A-A-52218	543	EA	Cambro GOV20002403 For option year pricing, price will equal base year plus percentage price increase of catalog price of line item 0005	N/A N/A	NET			\$	355.60	\$ 193,090.80
0004	4110-01-452-7315 Ice Storage Chest (Brown) Type TY2, CL1 CID A-A-52218	24	EA	Cambro GOV2002131 For option year pricing, price will equal base year plus percentage price increase of catalog price of line item 0005	N/A N/A	NET			\$	355.60	\$ 8,534.40
0005	4110-01-452-7311 Ice Storage Chest (Green/With Wheels) Type TY1, Class 2 CID A-A-52218	125	EA	Cambro ICS175TB403 1/1/2005	\$ 955.00 1/1/2005	57.0%	\$ 410.65		\$	410.65	\$ 51,331.25

Line Item	Item Description	Est Qty	U/A	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price	U/P**Est Qty
0006	4110-01-452-5756 Ice Storage Chest (Brown/With Wheels) Type TY1, Class 1 CID A-A-52218	18	EA	Cambro	\$ 955.00 1/1/2005	57.0%	\$ 410.65		\$	410.65	\$ 7,391.70
LOT 1 SUB-TOTAL 8,109											
Lot 2 - Food Containers											
0007	7360-01-408-4911 Food Transporter Insulated 11 1/4 Height, Green Olive P/N A 52193-3-2 CID A-A-52193	3,451	EA	Cambro/UPCS180 3 Polarware/E12066@43.55ea 3 Polarware/302GCC@66.80e a UPCS180PKG403	\$ 200.00 \$ 130.65 \$ 200.40 1/1/2005	57.0% 66.3% 66.3% <Cambro End Item Part No	\$ 86.00 \$ 44.03 \$ 67.53	\$ 8.40 LH&F max 5% price increase for each of the option periods	\$	205.96	\$ 710,781.25
0008	7360-01-419-8500 Food Transporter Insulated 9-1/4 Height, Green Olive P/N A 52193-1-2 CID A-A- 52193	1,489	EA	Cambro/UPCS160 3 Polarware/E12066@43.55ea 3 Polarware/302GCC@66.80e a UPCS160PKG403	\$ 185.00 \$ 130.65 \$ 200.40 1/1/2005	57.0% 66.3% 66.3% <Cambro End Item Part No	\$ 79.55 \$ 44.03 \$ 67.53	\$ 8.40 LH&F max 5% price increase for each of the option periods	\$	199.51	\$ 297,076.12
0009	7360-01-452-0686 Food Transporter Insulated 11-1/4 Height, Brown Sand P/N A 52193-3-1 CID A-A-52193	338	EA	Cambro/UPCS180 3 Polarware/E12066@43.55ea 3 Polarware/302GCC@66.80e a	\$ 200.00 \$ 130.65 \$ 200.40	57.0% 66.3% 66.3%	\$ 86.00 \$ 44.03 \$ 67.53	\$ 8.40 LH&F max 5% price increase for each of the option periods	\$	205.96	\$ 69,615.78
0010	7360-01-419-6261 Food Transporter Insulated 9 1/4 Height, Brown Sand P/N A 52193-1-1	145	EA	Cambro/UPCS160 3 Polarware/E12066@43.55ea 3 Polarware/302GCC@66.80ea UPCS160PKG157	\$ 185.00 \$ 130.65 \$ 200.40 1/1/2005	57.0% 66.3% 66.3% <Cambro End Item Part No	\$ 79.55 \$ 44.03 \$ 67.53	\$ 8.40 LH&F max 5% price increase for each of the option periods	\$	199.51	\$ 28,929.51

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price U/P**Est Qty
0011	7360-01-517-4826 Food Transporter, Insulated Color, Green (Olive Drab), 12-1/4 Deep with three 1/3 Size Plastic Pans and Covers Type Number: AA52193-2-2-2 CID: A-A-52913	1,000	EA	Cambro/UPCS180 Cambro 3ea/36HP Cambro 3ea/30CWGL Cambro 2ea/DIV12	\$ 200.00 \$ 86.10 \$ 41.55 \$ 6.20	57.0% 50/10/15% 50/10/15% 57.0%	\$ 86.00 \$ 32.93 \$ 15.89 \$ 2.67	\$ 6.72 LH&F max 5% price increase for each of the option periods	\$ 144.21	\$ 144,212.13
0012	7360-01-517-4835 Food Transporter, Insulated Color, Green (Olive Drab) 10-1/4 Deep with Three 1/3 size Plastic Pans and Covers Type Number: AA52193-1-2-2 CID: A-A-52193	500	EA	Cambro/UPCS160 Cambro 3ea/36HP Cambro 3ea/30CWGL Cambro 2ea/DIV12	\$ 185.00 \$ 86.10 \$ 41.55 \$ 6.20	57.0% 50/10/15% 50/10/15% 57.0%	\$ 79.55 \$ 32.93 \$ 15.89 \$ 2.67	\$ 4.99 LH&F max 5% price increase for each of the option periods	\$ 136.03	\$ 68,016.06
0013	7360-01-517-4839 Food Transporter, Insulated Color: Desert Sand, 12-1/4 Deep with Three 1/3 Size Plastic Pans and Covers Type Number: AA52193-1-2-1 CID: A-A-52193	100	EA	Cambro/UPCS180 Cambro 3ea/36HP Cambro 3ea/30CWGL Cambro 2ea/DIV12	\$ 200.00 \$ 86.10 \$ 41.55 \$ 6.20	57.0% 50/10/15% 50/10/15% 57.0%	\$ 86.00 \$ 32.93 \$ 15.89 \$ 2.67	\$ 6.72 LH&F max 5% price increase for each of the option periods	\$ 144.21	\$ 14,421.21
0014	7360-01-517-4843 Food Transporter, Insulated Color, Desert Sand, 10-1/4 Deep with Three 1/3 Size Plastic Pans and Covers Type Number: AA52193-1-2-1 CID: A-A-52193	50	EA	Cambro/UPCS160 Cambro 3ea/36HP Cambro 3ea/30CWGL Cambro 2ea/DIV12	\$ 185.00 \$ 86.10 \$ 41.55 \$ 6.20	57.0% 50/10/15% 50/10/15% 57.0%	\$ 79.55 \$ 32.93 \$ 15.89 \$ 2.67	\$ 4.99 LH&F max 5% price increase for each of the option periods	\$ 136.03	\$ 6,801.61
0015	7360-01-517-4838 Food Transporter, Insulated Color, Green (Olive Drab), 12-1/4 Deep with one Full Size Plastic Pan and Cover Type Number: AA52193-2-3-2 CID: A-A-52193	1,000	EA	Cambro/UPCS180 Cambro 1ea/16 HP Cambro 1ea/10CWGL	\$ 200.00 \$ 61.50 \$ 28.95	57.0% 50/10/15% 50/10/15%	\$ 86.00 \$ 23.52 \$ 11.07	\$ 4.46 LH&F max 5% price increase for each of the option periods	\$ 125.06	\$ 125,057.13

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price	U/P*Est Qty
0016	7360-01-517-4378 Food Transporter, Insulated Color, Green (Olive Drab) 10-1/4 Deep with one Full Size Plastic Pan and Cover Type Number: AA52193-1-3-2 CID: A-A-52193	500	EA	Cambro/UPCS160 Cambro 1ea/16 HP Cambro 1ea/10CWGL	\$ 185.00 \$ 61.50 \$ 28.95	57.0% 50/10/15% 50/10/15%	\$ 79.55 \$ 23.52 \$ 11.07	\$ 2.91 LH&F max 5% price increase for each of the option periods	\$ 117.06	\$ 58,528.56	
0017	7360-01-517-4845 Food Transporter, Insulated Color, Desert Sand, 12-1/4 Deep with One Full Size Plastic Pan and Cover Type Number: AA52193-2-3-1 CID: A-A-52913	100	EA	Cambro/UPCS180 Cambro 1ea/16 HP Cambro 1ea/10CWGL	\$ 200.00 \$ 61.50 \$ 28.95	57.0% 50/10/15% 50/10/15%	\$ 86.00 \$ 23.52 \$ 11.07	\$ 4.46 LH&F max 5% price increase for each of the option periods	\$ 125.06	\$ 12,505.71	
0018	7360-01-517-4847 Food Transporter, Insulated Color, Desert Sand, 10-1/4 Deep with One Full Size Plastic Pan and Cover Type Number: AA52193-1-3-1 CID: A-A-52193	50	EA	Cambro/UPCS160 Cambro 1ea/16 HP Cambro 1ea/10CWGL	\$ 185.00 \$ 61.50 \$ 28.95	57.0% 50/10/15% 50/10/15%	\$ 79.55 \$ 23.52 \$ 11.07	\$ 2.91 LH&F max 5% price increase for each of the option periods	\$ 117.06	\$ 5,852.86	
LOT 2 SUB-TOTAL 8,723											
Lot 3 - Spare Parts											
0019	7320-01-245-9048 Faucet Assembly, Portable Liquid Dispenser Used on Models 100, 250, 500, and 1000 LCD Unit of Issue Assembly, C/O Faucet C nut and Wing nut Cage 21669 P/N 60267	2,551	AY	Cambro Spare Parts Cat 60267	\$ 17.00 1/1/2005	57.0%			\$ 7.31	\$ 18,647.81	

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price U/P* Est Qty
0020	7360-01-456-9115 Latch For Cambro Containers Package of 4 latches, 16 Screws Cage 21669, P/N GL111	267	PG	Cambro Replacement Parts 4 Cambro 60093 @ 12.10/ca GL111 1/1/2005	\$ 48.40	57.0%			\$ 20.81	\$ 5,556.80
0021	7320-01-224-0074 Latch Assembly, Liquid Portable Dispenser, For Model 500LCD C/O 1 Latch, 4 Screws Cage 21669 P/N 60093	77	EA	Cambro Replacement Parts 60093 1/1/2005	\$ 12.10	57.0%			\$ 5.20	\$ 400.63
0022	7320-01-223-9158 Lid Assembly, Liquid Dispenser C/O Lid, Gasket and Vent Cap Color: Brown (Desert Sand) Cage 21669 P/N 63223	38	AY	Cambro Replacement Parts 63223 1/1/2005	\$ 41.25	57.0%			\$ 17.74	\$ 674.03
0023	7320-01-213-6160 Cap, Vent, Dispenser, Liquid Unit PG equals 5 EA Cage 21669 P/N 14200	1,768	EA	Cambro Replacement Parts 14200 1/1/2005	\$ 2.75	57.0%			\$ 1.18	\$ 2,090.66
0024	7360-01-487-3159 Nylon Latch, Insulated Food Container Consists of a 4 inch nylon latch and 4 mounting screws Cage 21669 P/N 60212	6	EA	Cambro Replacement Parts 60212 1/1/2005	\$ 12.00	57.0%			\$ 5.16	\$ 30.96

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price	U/P*Est Qty
0025	7360-01-483-8551 Cover, Insulated Food Containers Color: Brown (Desert Sand) Cage 21669 P/N 6335-3	1	EA	Cambro Replacement Parts 63353	\$ 89.35 1/1/2005	57.0%			\$	38.42	\$ 38.42
0026	7360-01-483-8549 Cover, Insulated Food Containers Color: Green (Olive Drab) Cage 21669 P/N 633513	1	EA	Cambro Replacement Parts 633513	\$ 89.35 1/1/2005	57.0%			\$	38.42	\$ 38.42
0027	7360-01-456-9113 Cover Gasket For Cambro Containers Cage 21669, P/N 12109	1,157	EA	Cambro Replacement Parts 12109	\$ 14.75 1/1/2005	57.0%			\$	6.34	\$ 7,338.27
0028	7360-01-463-4561 Pan For Cambro Containers Cage 21669 P/N 43024	1,221	EA	Polarware Polarware E12066 Cambro 43024	\$ 43.55 1/1/2005	55.8%			\$	19.25	\$ 23,503.15
0029	7360-01-463-9027 Pan, Cover For Cambro Containers Cage 21669, P/N 43025	1,377	EA	Cambro See Note 1 Below	\$ 29.60 1/1/2005	73.0%			\$	7.99	\$ 11,004.98
0030	7360-01-456-9114 Pan Cover Gasket For Cambro Containers Package of 3 each Cage 21669, P/N 43026	2,147	EA	Cambro 43026 See Note 1 Below	\$ 111.60 1/1/2005	73.1%			\$	30.02	\$ 64,453.80

Line Item	Item Description	Est Qty	U/I	Manufacturer & Part No	Catalog Price & Date	Government Discount	Net Catalog Price	Labels, Handling & Freight	Unit	Base Year Price	U/P*Est Qty
0031	7360-01-470-1237 Divider Bar For Cambro Containers Cage 21669 P/N DIV12 White	18	PG	Cambro DIV12148	\$ 3.10 1/1/2005	57.0%			\$ 1.33	\$ 23.99	
0032	7310-01-234-2189 Pan Steam Table 1/3 Size Plastic Insert Pan, 6 Inches deep Color: Clear P/N: 36HP150	189	EA	Cambro 36HP150	\$ 28.70 1/1/2005	50/10/15%			\$ 10.98	\$ 2,074.79	
0033	7360-01-517-4861 Pan, Steam Table Color: Clear Full Size Plastic Insert Pan, 6 Inches Deep P/N: 16HP150	100	EA	Cambro 16HP150	\$ 61.35 1/1/2005	50/10/15%			\$ 23.47	\$ 2,346.64	
0034	7310-01-235-0922 Cover, Pan, Food Serving and Storage Color: Amber 1/3 Size Plastic Cover w/molded handle P/N: 30HPCH 150	148	EA	Cambro 30HPC150	\$ 12.85 1/1/2005	50/10/15%			\$ 4.92	\$ 727.44	
0035	7360-01-517-4865 Pan Cover, Steam Table Color: Clear 1/3 Size Cover with Gasket P/N: 30CWGL135	50	EA	Cambro 30CWGL135	\$ 13.85 1/1/2005	50/10/15%			\$ 5.30	\$ 264.88	
0036	7360-01-517-4867 Pan Cover, Steam Table Full Size Plastic Cover with Gasket Color: Clear P/N: 10CWGL 135	50	EA	Cambro 10CWGL135	\$ 28.95 1/1/2005	50/10/15%			\$ 11.07	\$ 553.67	

Contract Minimum, Estimated and Maximum Quantities and Estimated Dollar Values.

Contract Period	Minimum Quantity/Dollar Value	Estimated Quantity/Dollar Value	Maximum Quantity/Dollar Value
Base	5,600 \$ 500,093.19	27,998 \$ 2,500,465.93	50,396 \$ 4,500,838.68
Option 1	5,600 \$ 550,102.51	27,998 \$ 2,750,512.53	50,396 \$ 4,950,922.55
Option 2	5,600 \$ 605,112.76	27,998 \$ 3,025,563.78	50,396 \$ 5,446,014.80
Option 3	5,600 \$ 665,624.03	27,998 \$ 3,328,120.16	50,396 \$ 5,990,616.28
Option 4	5,600 \$ 732,186.43	27,998 \$ 3,660,932.17	50,396 \$ 6,589,677.91
Total Contract Dollar Value	\$ 3,053,118.91	\$ 15,265,594.57	\$ 27,478,070.22

Note 1: Items packed by Polarware exclusively for Cambro. Invoices provided upon request.

When the Purchase Item Description (PID) describes the required product(s) by name and part number of a specific entity, by the names and part numbers of a number of specific entities, or by the name(s) and part number(s) of specific entity/entities as modified by additional requirements set forth in the PID, only that/those product(s) have been determined to meet the needs of the government and are acceptable. Such product(s) are "exact product(s)" as defined in "DLAD 52.217-9002, conditions for evaluation and acceptance of offers for part numbered items."

A vendor offer/quotation, "bid without exception," is a certification that the "exact product," manufactured and/or supplied by one of the entities cited in the PID will be furnished under the contract or order. Any product not manufactured and/or supplied by one of the entities cited in the pid is an "alternate product," even though it might be manufactured in accordance with the drawing(s) and/or specifications of one of the entities cited in the PID.

If an alternate product is furnished under a contract or order for an exact product, the alternate product will be an unauthorized substitution, and may yield criminal penalties in addition to any civil remedies available to the government.

C. PREP FOR DELIVERY:

PKGING DATA - QUP 001:
GED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

D. DELIVERY DESTINATIONS:

All orders will be Direct Vendor Delivery (DVD) to all Conus (Continental United States) destinations. OConus (to include Hawaii and Alaska) orders will be consolidated at one of the Government's Defense Distribution Centers (DDC), located in Conus. Delivery destinations, quantities and complete delivery instructions will be provided with delivery order(s), issued on an as needed basis, in accordance with contract clause 52.216-9P06.

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

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

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

(e) *Definitions.*

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

(f) *Excusable Delays.*

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

FAR 52.212-4 (continued)

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

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

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

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

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

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

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

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

(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

(j) *Risk of Loss.*

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

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

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

(k) *Taxes.*

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

FAR 52.212-4 (continued)

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

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

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

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

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

(s) *Order of Precedence.*

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

FAR 52.212-4 (continued)

(t) Central Contractor Registration (CCR).

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

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

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

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

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

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

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

1. Paragraph (a) *Inspection/Acceptance*, FAR 52.246-2, *Inspection of Supplies - Fixed Price*, is hereby included in this contract and takes precedence over FAR 52.212-4(a).

ADDENDUM TO FAR 52.212-4

2. Paragraph (c), *Changes*

Add the following:

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE - MULTIPLE ADJUSTMENTS AUTHORIZED

(a) All price adjustments authorized or mandated herein are based upon changes in the Contractor’s List Prices and certain Federal Supply Schedule (FSS) Unit Prices. The clause also provides for voluntary price reductions (VPR) in the form of “specials” or “discounts”.

(b) Definitions:

(1) **Contract Unit Price:** The price per unit of issue comprised of the “List Price” and the applicable “Discount”, plus the Labels, Handling & Freight (LH&F) charge, were applicable. The LH&F charge are cost incurred by the manufacture while preparing the items for Government use. The Contract Unit Price is determined by reducing the applicable List Price by the appropriate Discount. The list prices and discounts shall be listed in the contract. The resulting net contract unit prices may or may not be listed in the contract at the discretion of the Contracting Officer.

(2) **Discount:** The percentage reduction off the List Price proposed by the contractor and accepted by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the contractor’s established commercial Catalog/Price List. (Contractors may offer larger discounts and/or reduced List Prices at any time.)

(3) **Labels, Handling Freight:**

(4) **List Price:** The established Catalog Unit Prices of the items. In order for a "List Price" to meet the criteria as an established Catalog Price, it must meet the definition in (c)(1) below.

(5) **Voluntary Price Reduction (VPR):** See paragraph (1) below.

(c)(1) The term "**established Catalog Unit Price**", as used in this clause, means a Unit Price that (i) is a Catalog Price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the contractor.

(2) Unless otherwise specified, all reference to the terms "FSS Unit Price"(s) or "FSS Price(s)" as used in this clause, shall be the prices appearing in the contractor's current Federal Supply Schedule for the same items under this contract.

(d) The offeror/contractor warrants that (1) the List Prices and the subsequent revisions thereto are the established Catalog Unit Prices in effect at time of Award or adjustment for like quantities of the same items and (2) any Contract Unit Prices determined using these List Prices do not include allowances for any portion of the contingency covered by this clause. The offeror/contractor also warrants that any Contract Unit Prices determined using FSS Unit Prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award the contractor must furnish:

(1) their current established Catalog/Price List, offered Discounts, proposed Contract Unit Prices; and

(2) a copy of their current FSS's, FSS Unit Prices, and the FSS contract expiration dates applicable to any items offered as well as any other information required by the Contracting Officer.

(f) Upon acceptance by the Government, the Award Unit Prices will be established at the List Prices minus the offered Discounts provided the resulting Contract Unit Prices do not exceed any current FSS Unit Price for the same item. Accordingly, offers are cautioned to propose discounts which, when applied to the list prices, will not exceed FSS Unit Prices.

(g) **Downward Adjustments.**

(1) Downward adjustments to Contract Unit Prices are mandated whenever there are decreases in either 1) List Prices or 2) *FSS Unit Prices when the reduction results in a revised FSS Price which is now lower than the current Contract Unit Price*. The contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in List Price and any FSS Unit Price reduction *which results in an FSS Unit Price which is now lower than the current Contract Unit Price*. If the offered price decrease is based upon a reduction in List Price or FSS Price, the Contractor shall propose a lower Contract Unit Price taking into consideration the benchmarks in paragraphs (g)(2) and (3) below. The contractor must furnish a copy of the revised Catalog/Price List or FSS Unit Price as soon as it is available. Also, the contractor must provide an Excel spreadsheet (in both hard copy and disc) that displays for each item with an offered decrease in Contract Unit Price the appropriate information below. For reductions in List Price(s), the Contractor shall submit this information at least 60 days prior to the date when the reduced List Prices take effect. For reductions in FSS Price(s), the

Contractor shall provide this information at least 30 days prior to the date the reduced FSS Unit Price(s) takes effect.

- (i) For List Price or FSS Changes: The item number; e.g., 0001AA.
- (ii) For List Price or FSS Changes: The Supplier (Catalog); e.g., ABC Imaging, Inc.
- (iii) For List Price or FSS Changes: The Product Name/Nomenclature; e.g., High Speed Handpiece.
- (iv) For List Price or FSS Changes: Part Number; e.g., HIH 2000
- (v) For List Price or FSS Changes: The List Price upon which the current Contract Unit Price is based.
- (vi) For List Price or FSS Changes: The applicable Contract Discount used as a basis for determining the current Contract Unit Price.
- (vii) For List Price or FSS Changes: The Contract Unit Price currently in effect.
- (viii) For List Price Changes: The reduced List Price.
- (ix) For List Price Changes: The applicable Contract Discount or larger Contract Discount now offered.
- (x) For List Price or FSS Changes: The reduced Contract Unit Price now offered.
- (xi) For List Price Changes: The percentage decrease in List Price from the List Price which determined the current Contract Unit Price to the new, lower List Price.
- (xii) For List Price Changes: The percentage change in Contract Unit Price from the current Contract Unit Price to the new lower Contract Unit Price now offered.
- (xiii) For FSS Changes: The current FSS Unit Price which is about to expire and the new reduced FSS Unit Price which will replace it and triggered this Contract Unit Price reduction.
- (xiv) For List Price Changes: For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(2) Reductions in List Price(s). If the offered price decrease is based upon a reduction in the List Price, the appropriate discount or larger discount now offered will be applied to each reduced List Price to determine the adjusted Contract Unit Price provided the proposed lower Contract Unit Price does not exceed the lower of the following two benchmarks:

- (i) The offered reduction in Contract Unit Price on a percentage basis must be at least equal to the percentage reduction from the List Price currently in effect under the contract to the new lower List Price; i.e., the current Contract Unit Price must, as a minimum, be reduced by the percentage decrease in List Price.
- (ii) The new proposed lower Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(3) FSS Price Reductions. If the offered price decrease is based upon a reduction in the FSS Price, the proposed lower Contract Unit Price shall not exceed the following benchmark: The new proposed lower Contract Unit Price shall not exceed the revised lower FSS Price for the same item.

(4) If the proposed Contract Unit Price exceeds the lower of the appropriate List Price benchmarks (for reductions based upon reduced List Prices) or the FSS Price benchmark (for reductions based upon reduced FSS Prices), the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a Contract Unit Price that does not exceed the appropriate benchmarks. (All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list price(s) and discount(s) which make up these prices. Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount

Ice and Beverage Containers, Food Containers and Spare Parts

which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price.) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the Contract or taking the action in the last sentence below. If the proposed Contract Unit Price does not exceed the lowest of the appropriate List Price or FSS Price benchmarks, it will be determined fair and reasonable. Upon acceptance of any proposed price decreases, the Government shall modify the contract to include the reduced list prices and discounts (Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price). The adjusted Contract Unit Prices may or may not be shown in the modification at the discretion of the Contracting Officer. These reduced Contract Unit Prices shall apply to those items ordered on or after the effective date of the reduced List or FSS Unit Price(s). If the contractor fails to notify the Contracting Officer of any List Price or FSS Price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established List or FSS Prices.

(h) Upward Adjustments.

(1) Upward adjustments may be requested once per contract period. Any request for upward price adjustment must be based upon increases in List Prices only. The Contractor shall propose a Contract Unit Price taking into consideration the benchmarks in paragraph (g)(2). The request shall include a copy of the revised Catalog/Price List and the following for each item with a proposed increase in Contract Unit Price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays

for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The Supplier(Catalog); e.g., ABC Dental, Inc.

(C) The Product Name/Nomenclature; e.g., High Speed Handpiece.

(D) The Part Number; e.g., HIH2000.

(E) For the initial year, the List Price that determined the Award Unit Price, the applicable Contract Discount, and the Award Unit Price. For all subsequent contract years, the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year, the applicable discount, and the highest Contract Unit Price that was in effect during the preceding Contract Year.

(F) The increased List Price and its effective date, the applicable Contract Discount or larger Contract Discount now offered, and the proposed higher Contract Unit Price.

(G) For the initial year, the percentage change from the List Price that determined the award unit price to the new higher List Price. For all subsequent contract years, the percentage change from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year to the new higher List Price.

(H) For the initial year, the percentage change from the award unit price to the new higher proposed Contract Unit Price. For all subsequent contract years, the percentage change from the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher proposed Contract Unit Price.

(I) For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(J) Any other information required by the Contracting Officer.

(2) **Benchmarks.** If any List Price increases, and the increase is authorized under this clause, the Contract Unit Prices for any corresponding items ordered after the increase takes effect shall be determined using the increased List Price and either the applicable Discount originally awarded or any larger Discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lowest of the following three benchmarks:

(i) For the Initial Year of the contract, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the award unit price to the new higher List Price. For all subsequent Contract Years, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher List Price.

(ii) Any proposed higher Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(iii) Any proposed higher Contract Unit Prices are subject to the following limitations:

(A) For the initial Contract Year, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the award unit price plus the annual ceiling).

(B) For all subsequent Contract Years, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the highest Contract Unit Price in effect during the preceding Contract Year for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the highest Contract Unit Price in effect during the preceding Contract Year plus the annual ceiling.)

ANNUAL CEILING, ALL ITEMS: 10%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. Upward price adjustments shall be effective within 60 days after receipt of the contractor's request for upward price adjustment (or at the same time the increased List Price takes effect, whichever is later) unless the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed Contract Unit Price exceeds the lowest of the three benchmarks above). In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a Contract Unit Price that does not exceed the lowest of the three benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer (No increases will be effective prior to the date the increased List Price(s) take effect.) If the Contracting Officer and the contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the contract. In addition, the Contracting Officer may also, at any time, remove any item from the contract that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the

contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(iii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in Contract Unit Price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower Contract Unit Price, or delete the item(s) from the contract. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a Contract Unit Price that exceeds the other benchmarks.

(5) Any increased List Prices shall not be used to compute Contract Unit Prices for Delivery Orders issued before the date the adjusted Contract Unit Prices take effect under the Contract.

(6) If the Contracting Officer removes items from the contract for price unreasonableness (see (g)(4) and (h)(3) and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the Contract Unit Price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established List Price has been discontinued, the basis for the List Price has been substantially altered, or that the item no longer meets the criteria to qualify as an established Catalog Priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this or another appropriate clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and the subsequent modification of the Contract Unit Prices, payment shall be made at the Contract Unit Prices in effect at the time of order.

(l) Voluntary Price Reductions (VPR): A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The contractor shall notify the Contracting Officer when the VPR takes effect, which items are included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the Contract Unit Price(s) in effect at that time.

If a List Price (or FSS Unit Price) decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a Contract Unit Price increase based upon an increased List Price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted Contract Unit Prices, as calculated in accordance with this clause as if no VPR had been in effect

3. Paragraph (g), *Invoice*, 252.232-7003 Electronic Submission of Payment Requests, is hereby included in this contract and takes precedence over FAR 52.212-4(g)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) *Definitions*. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

ADDENDUM TO FAR 52.212-4 (cont.)

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998) DSCP

(a) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The DoD Guideline is available from the points of contact listed in paragraph (h) below. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with vendors in ANSI-X12 format.

(b) Equipment Requirements. The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:

- (1) A computer compatible with the chosen network.
- (2) A mailbox with a commercial VAN which is connected to the Distribution Point.
- (3) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

(c) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,

- (1) caused by the Contractor's personnel or the Contractor's equipment;
- (2) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;
- (3) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor, and may necessitate the termination of the contract.

(d) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

(e) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

(f) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.

(g) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

(h) Points of Contact at the Defense Supply Center Philadelphia for information regarding EDI are:

- (1) Mr. Richard Fitzgerald Jr., DSCP-OSZI, Telephone (215) 737-2130, FAX (215) 737-5658; or,
- (2) Mr. Robert Starrs, DSCP-OSZI, Telephone (215) 737-7240, FAX (215) 737-5658.

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

(j) Disputes.

Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of the contract.

52.211-9I01 TIME OF DELIVERY - CUSTOMER ORIENTED DELIVERY (MAY 1997) DSCP

(a) Except as may be provided below, and subject to the Maximum Order Limitation put forth in clause, **Ice and Beverage Containers, Food Containers and Spare Parts** supplies ordered under the terms of this contract shall be delivered within the Required Delivery Date (RDD) specified in each delivery order. In the event that an RDD is not cited in the delivery order, or is less than **seven-(7)** days, the RDD will be within **seven-(7)** days from the date of the delivery order. However, with respect to any item, if an individual order exceeds a quantity which is equal to **20%** of the Government's Annual Estimated Quantity (AEQ) for the current contract year, or when more than one delivery order is placed against the contract within **fifteen-(15)** days of any prior delivery order and the aggregate quantity of these delivery orders exceeds a quantity which is equal to **20%** of the AEQ for the current contract year, and, in either case, the Contractor temporarily cannot meet the customer oriented delivery schedule, the following shall apply:

(1) Within five working days of the date of the order, the Contractor shall notify the Contracting Officer that it temporarily cannot meet the customer oriented delivery schedule and provide a list of all affected orders. Affected orders includes previous orders for items that might be impacted by the order or orders for large quantities as described in paragraph (a) above. The Contractor shall include in this notification the following information for each order:

- (i) delivery order number,
- (ii) affected quantity,
- (iii) NSN,
- (iv) quantity on hand of finished products,
- (v) quantity in production, if the Contractor is a manufacturer, with scheduled completion date(s),
- (vi) and/or the quantity due in, if the Contractor is not a manufacturer, with scheduled receipt date(s).

(2) Upon notification, the Contracting Officer will prioritize this list of orders for purposes of determining the order of delivery for any quantities which remain in the contractor's stock or become available prior to complete recovery as described in subparagraph (3) below. Following notification and until such time as the Contractor has satisfied the Contracting Officer that it is able to meet the customer oriented delivery schedule, the Government reserves the right to order items from other sources and/or cancel any affected orders, and obtain the supplies outside this contract.

(3) A revised delivery schedule will be incorporated into a modification for all affected orders not cancelled pursuant to subparagraph (2) above, or any additional orders issued subsequent to the prioritization.

(b) Stocking Up Time. Delivery orders issued between the date of the award of the basic contract and a date *thirty-(30)* days after the date of the basic contract award shall require delivery at destination within *seven-(7)* days after date of order, or within *thirty-seven-(37)* days after date of the award of the basic contract, whichever is later.

(c) The Contractor shall not make partial delivery of supplies under a delivery order unless instructed to do so, nor shall the Contractor submit an invoice for any partially shipped order.

(d) The Contractor shall deliver the supplies to the destination(s) specified in the delivery order as close in time to the specified RDD as is practical without exceeding the RDD, however, the Contractor will not ship material earlier than *N/A* days prior to the RDD.

(e) Notwithstanding the requirements noted above, where material is identified as urgently required, the Contractor shall make delivery within *seven-(7)* calendar days after date of order.

(1) Identification of Urgent Material.

(i) Urgent Material will be identified by an Issue Priority Designator (IPD) code of 01, 02 or 03 in the destination "Mark For" (M/F) data, or whenever the entire delivery order is marked "URGENT".

(ii) If the delivery order contains multiple items or destinations, only those items or destinations identified as "Urgent", as set forth in (e) (1) (i) above will be considered subject to this provision.

(2) If the Contractor fails to make delivery for Urgent material, as described in (e) (1) above, the Government reserves the right to not place any additional orders for "Urgent" material as well as any other orders for those applicable items.

(f) In cases of extreme emergency contact with the Contractor may be necessary in order to ascertain the status of an "Urgent" delivery order. Accordingly, the Contractor shall insert, in the space provided below, an authorized representative that shall be the point of contact for such situations.

CONTRACTOR REPRESENTATIVE NAME

TITLE

TELEPHONE NUMBER

(g) If this is an Indefinite Quantity Contract as identified by the inclusion of the clause, "Indefinite Quantity," the following applies.

(1) If the Contractor fails to make timely delivery with respect to supplies covered by any order issued under this contract, the Government reserves the right, upon written notice to the Contractor, to obtain those supplies in the open market, and to charge the cost thereof to the Government's Guarantee, if the guarantee has not yet been satisfied. However, this shall not apply,

(i) if the reason for untimely delivery is due to an excusable delay within the meaning of the clause entitled "Default;"

(ii) for those orders which exceed the limitations on government ordering delineated under the clause, "Delivery Order Limitations," located elsewhere in this contract.

(2) The Contractor is also cautioned that unless the Contractor has a substantial record of timely delivery, the incentive to place delivery orders under the basic contract will be severely diminished.

ADDITIONAL ITEMS

The Government reserves the right to open negotiations to include or exclude same or similar items into the contract resulting from this solicitation.

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

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

52.211-9P38 PLACE OF PERFORMANCE (MAR 199) DSCP

(a) The offeror must stipulate in its technical proposal to this solicitation information pertinent to the place of performance.

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

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

52.216-18 ORDERING (9 OCT 1995)

(a) Any supplies and services to be furnished under the 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 date of award through the effective date of the contract.

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite quantity contract for 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 to the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity or supplies designated in the Schedule as the "minimum."

(c) Except for any limitations in quantities in the Order Limitation 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 performances 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 later than 90 days after contract expiration.

52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP

(a) Minimum Order.

When the government requires supplies or services covered by this contract in an amount of less than **1 EA of any one line item**, 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 single item in excess of **180 %**

(2) Any order for a combination of items in excess of **25% of Total Estimated Annual Award**

Ice and Beverage Containers, Food Containers and Spare Parts

Dollar Value; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within **2 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.

(e) The delivery order(s) shall specify delivery(ies) no less than **7 WORKING DAYS** from the date of issuance of the delivery order (ADO). Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than **2 business days** notice, to be computed from time of receipt by the contractor of the original order to the time of receipt by the contractor of the written or oral change(s) or cancellation(s).

* Order leadtime for each item shall be 7 days after Date of Award unless stated otherwise in contractor's offer.

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

The effective period of the base year is from date of award to 365 days after.

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

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

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

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

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

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

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

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

(h) The total duration of any options exercised under this clause shall not exceed **1 year**.

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

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

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

(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.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

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

(End of Provision)

PURCHASE OF EXCESS INVENTORY (DEC 2000)

(a) **Purpose.** This clause is designed to mitigate the inherent risk of the Contractor's maintenance of a supply chain that is fully responsive to the Government's requirements for specific items in a relatively uncertain demand environment.

(b) **Definitions.** For purposes of this clause ---

1. The term "**contract year**" means a calendar year commencing on the contract date and running for 365 days thereafter (366 days in a leap year).
2. The term "**ceiling quantity level**" means that quantity of an item that the Government will purchase from the Contractor's excess inventory, as defined in Paragraph (b) 3., on the final day for performance under this contract (including any exercised option periods). The item(s) for which "ceiling quantity level(s)" apply are set forth in Paragraph (d) below and are stated in terms of specific quantities, percentage of annual estimated quantities, or both, as the case may be.

3. The term “*excess inventory*” refers to items that (i) are listed in Paragraph (d) of this clause, (ii) are in the Contractor’s inventory on the final day for performance under this contract, (iii) are identified to this contract, or are held for the account of the Contractor under this contract, (iv) were manufactured or otherwise acquired by the Contractor in anticipation of receipt of Delivery Orders under this contract, and (v) are items for which there is NO commercial market value.

(c) **Agreement.** It may be necessary for the Contractor to manufacture/procure material as necessary to maintain a continuous level of inventory of the items listed in Paragraph (d) to meet the Government’s projected demands within the required delivery timeframes set forth elsewhere in this contract. In exchange for the Contractor’s maintenance of this inventory level, at the conclusion of performance under this contract, the Government agrees to purchase the Contractor’s excess inventory, as defined in (b) 3. above, up to, but not exceeding, the ceiling quantity level for the items listed in Paragraph (d) below.

(d) **Ceiling Quantity Levels.** This clause applies to the following items for which ceiling quantity levels have been determined:

<u>Item(s)</u>	<u>Ceiling Quantity Level</u>
Items 0001 – 0036	20% of the annual estimated quantity for each item

(e) **Adjustment of Ceiling Quantity Levels.** The Government reserves the right to adjust the ceiling quantity level(s) of any item(s) at any time, by unilateral contract modification.

(f) **Notice Regarding Reduction of Ceiling Quantity Level.** In the event the Government unilaterally reduces the ceiling quantity level, the Contractor shall not manufacture, or otherwise acquire, additional supplies of any item(s) in excess of the reduced level but instead shall use the existing inventories of the item(s) to satisfy Delivery Orders as received. The Government will purchase the Contractor’s excess inventory of such items that were manufactured or acquired by the Contractor prior to receipt of the Contracting Officer’s notification of the reduced ceiling quantity level. The Contractor agrees to furnish evidence of prior manufacture or acquisition of this material upon request.

(g) **Quality Assurance Requirements.** The Government’s purchase of Contractor’s excess inventory up to, but not exceeding, the ceiling quantity level under this clause is subject to the contingency that the excess inventory meet or comply with all quality assurance requirements of the contract.

(h) **Settlement of Excess Inventory Account.** The Government’s purchase of the Contractor’s excess inventory in accordance with this clause will be accomplished by a bilateral Contract Modification, which shall constitute full accord and satisfaction of the Government’s obligations under the clause. The bilateral Contract Modification will be implemented by the Government’s issuance of a final Delivery Order for all items covered thereby. The price to be paid for the excess inventory will be the contract unit price.

(i) **Disputes Provision.** Any disagreement under this clause shall constitute a dispute within the meaning of the “Disputes” clause of the contract.

NOTE: PURCHASE OF EXCESS INVENTORY may not apply to item(s) added on a Post-Award Basis via Addition and Deletion of Items.

**ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE
(JULY 2004)**

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", 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 Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's default, the Contractor shall pay, and the Government shall accept, the sum of \$1,155.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (APR 2003)

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2005)

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

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a)
- (4)(i) **52.219-5**, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5) (i) **52.219-6**, Notice of Total Small Business Set-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.
- (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
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]
Alternate II (OCT 2001) of 52.219-9.
- (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10U.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).

FAR 52.212-5 (continued)

- ___ (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- X (14) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- X (15) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (JUNE 2004) (E.O. 13126).
- X (16) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- X (17) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- X (18) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- X (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- ___ (22)(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))

[Paragraphs (23) - (25) are not applicable to DoD contracts and have been deleted.]

- X (26) **52.225-13**, Restriction on Certain Foreign Purchases (DEC 2003) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[Paragraphs (27) and (28) are not applicable to DoD contracts and have been deleted.]

- ___ (29) **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)).
- ___ (30) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (32) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- ___ (33) **52.232-36**, Payment by Third Party MAY (1999)(31 U.S.C. 3332.)
- ___ (34) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ___ (35)(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 2003) of 52.247-64.

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

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989)(41 U.S.C. 351, et seq.).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs

(i) through (vii) of this paragraph in a subcontract for commercial items or commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

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

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

(v) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

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

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

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

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

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

252.219-7003 Small, Small Disadvantaged Business, 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 (June 2004) (10 U. S. C. 2533a)

252.225-7014 Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (___ Alternate I) (May 2004)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (Dec 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (Dec 2004) (___ Alternate I)(Jan 2004)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)

- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- 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 (Jan 2004)(10 U.S.C. 2227)
- 252.243-7002 Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- 252.247-7023 Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II) (Mar 2000) (____ Alternate III) (May 2002) (10 U.S.C. 2631) .
- 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (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:

THE CLAUSES LISTED BELOW ARE INCORPORATED 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 solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars> ; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336> ; G&I Local Clauses - http://www.dscpl.dla.mil/contract/dgpa/Part52_Interface.doc

CLAUSE NUMBER

TITLE/DATE

FAR 52.204-7	Central Contractor Registration (OCT 2003)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alteration to FAR 52.204-7, Alternate A (NOV 2003)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)

Ice and Beverage Containers, Food Containers and Spare Parts

DFARS 252.225-7002

Qualifying Country Sources as Subcontractors
APR 2003)

DLAD 52.211-9010

Military Shipping Label (MSL) Requirements -
MIL-STD-129P (FEB 2004)

DLAD 52.212-9000

Changes-Military Readiness (MAR 2001)

DLAD 52.233-9000

Agency Protests (SEP 1999)

DSCP 52.247-9I03

Consignment and Addressing Instructions
(JULY 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS, ALTERNATE I

(Apr 2003) (10 U.S.C. 2533a).

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (May 2002) (10 U.S.C. 2631).

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

(Mar 2000) (10 U.S.C. 2631).

52.211-16 VARIATION IN QUANTITY. (Apr 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0.0 Percent increase

0.0 Percent decrease

This increase or decrease shall apply to each line item per delivery order.

52.211-17 DELIVERY OF EXCESS QUANTITIES. (Sep 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefore, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) DFARS

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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