

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offer to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number: HE1254-2004-096-2501
PAGE 1 OF 22

2. Contract No: HE1254-04-096-2501
3. Award/Effective Date: Jun 16, 2004
4. Order Number
5. Solicitation Number: HE1254-04-R-096-3
6. Solicitation Issue Date: Jul 7, 2004

7. For Solicitation Information Call: a. Name: James Church, jchurch@hq.ododadea.edu
b. Telephone Number (No collect calls): 703-588-3616
8. Offer Due Date (Local Time): May 21, 2004 11:00 PM

9. Issued By: DoD EDUCATION ACTIVITY, HEADQUARTERS PROCUREMENT BRANCH, 4040 NORTH FAIRFAX DRIVE, ARLINGTON, VA 22203-1635
Code: HE1254
10. This Acquisition is:
 Unrestricted
 Set-Aside % for:
 Small Business
 HubZone Small Business
 M/W
NAICS: 511120
Size Standard: 2000MP
11. Delivery to: FOD Destination Unless Block is Marked
 See Schedule
12. Discount Terms:
Discount: 0%
Days: 0
Net due: 30
13a. This contract is a rated order under DFAS (15 CFR 700)

13b. Rating
14. Method of Solicitation:
 RFP IFB RFP

15. Deliver To: Code HE1254
SEE INDIVIDUAL DELIVERY ORDERS
18. Administered By: DoD EDUCATION ACTIVITY, HEADQUARTERS PROCUREMENT BRANCH, 4040 NORTH FAIRFAX DRIVE, ARLINGTON, VA 22203-1635
Code HE1254

17a. Contractor/Offeror: Code 00002677 Facility Code
PROLZBRUNCK PUBLISHING HOLDING, LP, 113 W 18TH STREET, NEW YORK, NY 10011-4113
Telephone No: 866-843-1715 Ext 727 TIN: 134047599
18a. Payment Will Be Made By: Code #00347
DFAS-VENDOR PAY, ATTN: DFAS-BVDYIN, 8899 EAST 59TH STREET, INDIANAPOLIS, IN 45249-1590

17b. Check if Remittance is Different and Put Such Address in Offer.
18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.
 See Addendum

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE PAGE 2					

25. Accounting and Appropriation Data: AS SHOWN ON INDIVIDUAL DELIVERY ORDERS
26. Total Award Amount (For Govt Use Only): US \$0.00

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda are are not attached.
27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda are are not attached.

28. Contractor is required to sign this document and return copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.
29. Award of Contract: Reference: Your proposal Dated: 15 May 2004 Offer: Your offer on Solicitation (Block 5), including any addenda or changes which are set forth herein, is accepted as to items

30a. Signature of Offeror/Contractor: [Signature]
30b. Name and Title of Signer (Type or Print): LAWRENCE BANKOVIC, VICE PRESIDENT
30c. Date Signed: 6/10/04
31a. United States of America (Signature of Contracting Officer): [Signature]
31b. Name of Contracting Officer (Type or Print): Vicki A. Liedel, vLiedel@hq.ododadea.edu
31c. Date Signed: 10 Jun 04

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

32e. Mailing Address of Authorized Government Representative
32f. Telephone Number of Authorized Government Representative
32g. E-mail of Authorized Government Representative

33. Ship Number
34. Voucher Number
35. Amount Verified Correct For
36. Payment: Complete Partial Final
37. Check Number

38. S/R Account Number
39. S/R Voucher Number
40. Paid By

41a. I certify this account is correct and proper for payment
41b. Signature and Title of Certifying Officer
41c. Date
42a. Received By (Print)
42b. Received At (Location)
42c. Date Rec'd (YY/MM/DD)
42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	BASE YEAR 10 JUNE 2004 - 9 JUNE 2005				
0001	Discrete Mathematics Through Applications "Student Edition" ISBN: 0-7167-3652-7	1350	EA	51.50	69,525.00
0002	For All Practical Purposes, Chapters 9, 10, 11 ISBN: 0-7167-6210-2	1350	EA	11.00	14,850.00
0003	Discrete Mathematics "Teacher Edition" ISBN: 0-7167-3652-7	70	EA	51.50	3,605.00
0004	Discrete Mathematics "Teacher Manual" ISBN: 0-7167-3656-X	70	EA	20.00	1,400.00
0005	Discrete Mathematics "Teacher CD-ROM" ISBN: 0-7167-3656-X	70	EA	35.00	2,450.00
0006	Discrete Mathematics "Teacher Test Bank" ISBN: 0-7167-3658-6	70	EA	25.00	1,750.00
0007	Resource Book "For All Practical Purposes" Teacher Edition ISBN: 0-7167-5732-X	70	EA	62.00	4,340.00
0008	Resource Book "For All Practical Purposes" Instructor Manual ISBN: 0-7167-4987-4	70	EA	27.60	1,932.00
0009	Resource Book "For All Practical Purposes" Study Guide ISBN: 0-7167-9861-1	70	EA	21.00	1,470.00
0010	Resource Book "For All Practical Purposes" Test Bank ISBN: 0-7167-4986	70	EA	55.10	3,857.00
0011	Shipping & Handling Estimated at 10%	1	LT	10,517.90	10,517.90
0012	Access to On-Line resources "For All Practical Purposes"	1	LT	NSP	NSP
	OPTION YEAR 1 10 JUNE 2005 - 9 JUNE 2006				
1001	Discrete Mathematics Through Applications "Student Edition" ISBN: 0-7167-3652-7	135	EA	51.50	6,952.50
1002	For All Practical Purposes, Chapters 9, 10, 11 ISBN: 0-7167-6210-2	135	EA	11.00	1,485.00
1003	Discrete Mathematics "Teacher Edition" ISBN: 0-7167-3652-7	7	EA	51.50	360.50
1004	Discrete Mathematics "Teacher Manual" ISBN: 0-7167-3656-X	7	EA	20.00	140.00
1005	Discrete Mathematics "Teacher CD-ROM" ISBN: 0-7167-3804-X	7	EA	35.00	245.00
1006	Discrete Mathematics "Teacher Test Bank" ISBN: 0-7167-3658-6	7	EA	25.00	175.00
1007	Resource Book "For All Practical Purposes" Teacher Edition ISBN: 0-7167-5732-X	7	EA	62.00	434.00
1008	Resource Book "For All Practical Purposes" Instructor Manual ISBN: 0-7167-4987-4	7	EA	27.60	193.20
1009	Resource Book "For All Practical Purposes" Study Guide ISBN: 0-7167-9861-1	7	EA	21.00	147.00
1010	Resource Book "For All Practical Purposes" Test Bank ISBN: 0-7167-4986	7	EA	55.10	385.70
1011	Shipping & Handling Estimated at 10%	1	LT	1,051.79	1,051.79
1012	Access to On-Line resources "For All Practical Purposes"	1	LT	NSP	NSP
	OPTION YEAR 2 10 JUNE 2006 - 9 JUNE 2007				
2001	Discrete Mathematics Through Applications "Student Edition" ISBN: 0-7167-3652-7	135	EA	51.50	6,952.50
2002	For All Practical Purposes, Chapters 9, 10, 11 ISBN: 0-7167-6210-2	135	EA	11.00	1,485.00
2003	Discrete Mathematics "Teacher Edition" ISBN: 0-7167-3652-7	7	EA	51.50	360.50
2004	Discrete Mathematics "Teacher Manual"	7	EA	20.00	140.00

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2005	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher CD-ROM"	7	EA	35.00	245.00
2006	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher Test Bank"	7	EA	25.00	175.00
2007	ISBN: 0-7167-3658-6 Resource Book "For All Practical Purposes" Teacher Edition	7	EA	62.00	434.00
2008	ISBN: 0-7167-5732-X Resource Book "For All Practical Purposes" Instructor Manual	7	EA	27.60	193.20
2009	ISBN: 0-7167-4987-4 Resource Book "For All Practical Purposes" Study Guide	7	EA	21.00	147.00
2010	ISBN: 0-7167-9861-1 Resource Book "For All Practical Purposes" Test Bank	7	EA	55.10	385.70
2011	Shipping & Handling Estimated at 10%	1	LT	1,051.79	1,051.79
2012	Access to On-Line resources "For All Practical Purposes"	1	LT	NSP	NSP
	OPTION YEAR 3 10 JUNE 2007 - 9 JUNE 2008				
3001	Discrete Mathematics Through Applications "Student Edition"	135	EA	51.50	6,952.50
3002	ISBN: 0-7167-3652-7 For All Practical Purposes, Chapters 9, 10, 11	135	EA	11.00	1,485.00
3003	ISBN: 0-7167-6210-2 Discrete Mathematics "Teacher Edition"	7	EA	51.50	360.50
3004	ISBN: 0-7167-3652-7 Discrete Mathematics "Teacher Manual"	7	EA	20.00	140.00
3005	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher CD-ROM"	7	EA	35.00	245.00
3006	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher Test Bank"	7	EA	25.00	175.00
3007	ISBN: 0-7167-3658-6 Resource Book "For All Practical Purposes" Teacher Edition	7	EA	62.00	434.00
3008	ISBN: 0-7167-5732-X Resource Book "For All Practical Purposes" Instructor Manual	7	EA	27.60	193.20
3009	ISBN: 0-7167-4987-4 Resource Book "For All Practical Purposes" Study Guide	7	EA	21.00	147.00
3010	ISBN: 0-7167-9861-1 Resource Book "For All Practical Purposes" Test Bank	7	EA	55.10	385.70
3011	Shipping & Handling Estimated at 10%	1	LT	1,051.79	1,051.79
3012	Access to On-Line resources "For All Practical Purposes"	1	LT	NSP	NSP
	OPTION YEAR 4 10 JUNE 2008 - 9 JUNE 2009				
4001	Discrete Mathematics Through Applications "Student Edition"	135	EA	51.50	6,952.50
4002	ISBN: 0-7167-3652-7 For All Practical Purposes, Chapters 9, 10, 11	135	EA	11.00	1,485.00
4003	ISBN: 0-7167-6210-2 Discrete Mathematics "Teacher Edition"	7	EA	51.50	360.50
4004	ISBN: 0-7167-3652-7 Discrete Mathematics "Teacher Manual"	7	EA	20.00	140.00
4005	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher CD-ROM"	7	EA	35.00	245.00
4006	ISBN: 0-7167-3656-X Discrete Mathematics "Teacher Test Bank"	7	EA	25.00	175.00
4007	ISBN: 0-7167-3658-6 Resource Book "For All Practical Purposes" Teacher Edition	7	EA	62.00	434.00
4008	ISBN: 0-7167-5732-X Resource Book "For All Practical Purposes" Instructor Manual	7	EA	27.60	193.20
	ISBN: 0-7167-4987-4				

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4009	Resource Book "For All Practical Purposes" Study Guide ISBN: 0-7167-9861-1	7	EA	21.00	147.00
4010	Resource Book "For All Practical Purposes" Test Bank ISBN: 0-7167-4986	7	EA	55.10	385.70
4011	Shipping & Handling Estimated at 10%	1	LT	1,051.79	1,051.79
4012	Access to On-Line resources "For All Practical Purposes"	1	LT	NSP	NSP

**SOLICITATION HE1254-04-R-0033
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SECTION I
CONTINUATION TO SF 1449

INFORMATION POINTS OF CONTACT:

The Contracting Officer:

Name: Vicki A. Liedel
Address: 4040 N. Fairfax Drive
4th Floor, Arlington, VA 22203-1613
Telephone Number: (703) 588-3603
Email: vliedel@hq.odedodea.edu

The Contract Specialist:

Name: James Church
Address: 4040 N. Fairfax Drive
4th Floor, Arlington, VA 22203-1613
Telephone Number: (703) 588-3616
Fax Number: (703) 588-3713
Email: jchurch@hq.odedodea.edu

The Contracting Officer's Representative:

Name: Linda Hackett
Address: 4040 N. Fairfax Drive
Arlington, VA 22203-1613
Telephone Number: 703-588-3159

The COR is responsible for providing direction to the contractor, which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Scope of Work; and evaluating performance. Points of contact at the destination locations will be named on the delivery orders. These individuals are responsible for receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the Procurement Division and a conformed copy to the COR.

Neither the COR nor the designated points of contact have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", and/or modify and of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes by issuance of a modification to the contract and/or delivery order.

separately - if they are paper. Information is then manually keyed in to the payment system. Using WAWF-RA, electronic documents are shared, eliminating paper and redundant data entry. Data accuracy is increased and the risk of losing a document is greatly reduced.

The contract is then made available through a seamless interface with an application called Electronic Document Access (EDA). Contractors have electronic options for submitting invoices and receiving documents. They can submit documents on the Web, through FTP, or through EDI.

Authorized DoD personnel receive notification electronically of pending actions and have a virtual folder of documents accessible. Digital signatures are used to authenticate the users and to digitally sign documents. In some cases, userid and password can be used in lieu of a digital signature.

WAWF-RA supports DoD's efforts to reduce unmatched disbursements in the DoD receipt, acceptance, entitlement and payment process through data sharing and electronic processing. The benefits to DoD are global accessibility of documents, reduced need for re-keying, improved data accuracy, real-time processing, and secure transactions with audit capability. For vendors, benefits include the capability to electronically submit invoices, reduction of lost or misplaced documents, and online access to contract payment records.

WAWF-RA Training Module at www.wawftraining.com

**WAWF-RA Hands-on-Training at <https://skyraider.slidell.disa.mil> or
<https://wawftraining.eb.mil>**

INSPECTION AND ACCEPTANCE

Inspection and Acceptance will take place at destination.

FREIGHT ON BOARD (FOB) ORIGIN

FOB origin is applicable to any contract (s) awarded as a result of this solicitation.

CONTRACT TYPE

Award will result in a Requirements Type Contract with fixed prices. Instructions for delivery will be provided on individual delivery orders.

STATEMENT OF CLARIFICATION, SCHEDULE OF SUPPLIES

This solicitation will result in a Requirements Type Contract with fixed prices. Delivery orders will be issued by the Contract Specialist against the Contract Line Item Numbers (CLINs) identified in the Schedule of Supplies/Services. Estimated quantities for the required materials are indicated. These estimates are not a representation to the contractor that the estimated quantities will be required or ordered or that a steady flow of orders can be expected. Estimates are used for planning purposes. Actual order quantities will be identified on individual delivery

orders. Prices for all items should include any educational and/or quantity discounts. Offeror must fully document and provide an explanation of any educational and/or quantity discounts within the context of their price proposal.

DURATION OF CONTRACT

The term of this contract shall be for the FY 2004 base year (10 June 2004 - 9 June 2005), subject to the Government's option to extend the term of the contract in accordance with the provisions at FAR 52.217-9, Option to Extend the Term of the Contract, as indicated in Section IV, Contract Clauses, NTE 60 months.

**SECTION II
CONTRACT CLAUSES**

**1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(OCT 2003) - ADDENDUM**

a. The following is added to paragraph (c) "Changes" after the last period:

"(The phrase, "terms and conditions" means any statement regarding the substantive rights of either or both parties). An exception to will occur if the Contracting Officer makes one or more changes in accordance with FAR 52.219-16, Liquidated damages--Subcontracting Plan (Jan 1999) which is hereby incorporated into this paragraph by reference. In such cases (for example, a change in the paying office, appropriations data or Contracting Officer's Representative) may be made by written order signed by the Contracting Officer."

b. The following is incorporated at paragraph (e), "Definitions".

DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other terms or conditions of the contract

(End of clause)

c. The following is hereby added to paragraph (n), "Title".

DoDEA can use the graphics in the textbook, For All Practical Purposes 6/e by COMAP in powerpoint presentations for use in the classroom. This material is to used in the classroom setting and not to be repurposed for making a product to be sold on the open market. DoDEA can use the powerpoints in any other capacity such as advertising the course to local communities and faculty.

d. The following is hereby added to paragraph (s), Order of Precedence, subparagraph (s)(2) after the period: "FAR 52.232-36, Payment By Third Party, paragraph (e) Assignment Claims overrides the Assignment paragraph of this clause."

e. The following clauses and clause references are incorporated at the end to FAR 52.212-4, after paragraph (t), "Central Contactor's Registration" as paragraph (u): "Other Clauses":

DELIVERY, ADMINISTRATION, PAYMENT OFFICES AND ACCOUNTING & APPROPRIATION DATA

The Administration Office, Payment Office, Accounting & Appropriation Data, and the applicable ship to points will be specified on each delivery order issued against the contract awarded as a result of this solicitation.

Initial procurement for delivery of materials is accomplished through the DoDEA-HQ, Procurement Division, Arlington, VA. In subsequent years, area, districts, and schools may submit their requirements for replacement and replenishment materials directly to the contractor for purchase using the Government Purchase Card, when allowed by the contractor.

Instructions for delivery will be provided on individual delivery orders. Delivery shall be 30 days after receipt of delivery order for parcel post shipments or 45 days after receipt of delivery order for freight shipments.

All shipments must be clearly labeled with the contract number, delivery order number and marked **Attn: Supply Technician, Mark For: Discrete Mathematics Teacher**. All correspondence must have the contract number and delivery order number. All packing slips must be marked with the contract number, delivery order number, related contract line item number, ISBN, and description/title of materials.

INVOICES AND RECEIVING REPORTS

When the Wide Area Workflow is operational throughout DoDEA the contractor will be required to **submit invoices electronically through Wide Area Workflow** to:
Defense Agencies Financial Services, Vendor Pay,
Attn: DFAS-BVD/IN, 8899 East 56TH Street, Indianapolis, IN 46249-1500.
Telephone: (888) 332-7366.

Submit a copy to Linda Hackett at Lhackett@hq.odedodea.edu.

Invoices submitted for supplies shipped as a result of delivery orders issued will not be paid unless the full contract number, delivery order number, related contract line item number, ISBN, and description / title of materials appears on the invoice.

Fast Payment Procedures (FAR 52.213-1) applies to overseas shipments under \$25,000. Contractors must mark "Fast Payment" on invoices and the "payment terms" (i.e. Net 30/ 2% 10 Days) block must be left blank.

Wide Area Work Flow - Receipts and Acceptance (WAWF-RA) is coming soon for DoDEA and DoDEA contractors. WAWF-RA is a Paperless Contracting DoD-wide application designed to eliminate paper from the receipts and acceptance process of the DoD contracting lifecycle. The goal is to enable authorized Defense contractors and DoD personnel the ability to create invoices and receiving reports and access contract related documents.

In the traditional DoD business method, three documents are required to make a payment - the contract, the receiving report and the invoice. Each of these may arrive at the payment office

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

FAR clauses/provisions: <http://www.arnet.gov/far>;

DFARS clauses/provisions: <http://www.acq.osd.mil/dp/dars/dfars.html>;

FAR & DFARS clauses/provisions: <http://farsite.hill.af.mil> (End of clause)

52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to--

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall--

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the

Government. (c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall--

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c) (1) of this clause:

(i) A statement in prominent letters "NO RECEIVING REPORT PREPARED."

- (ii) Shipment number.
- (iii) Mode of shipment.
- (iv) At line item level--
 - (A) National stock number and/or manufacturer's part number;
 - (B) Unit of measure;
 - (C) Ship-To Point;
 - (D) Mark-For Point, if in the contract; and
 - (E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c) (1) of this clause:

- (i) Ship-To Point.
- (ii) Mark-For Point.
- (iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "FAST PAY."

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10 June 2004 through 9 June 2009 if all option periods are exercised.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$250,000
- (2) Any order for a combination of items in excess of \$1,000,000 or
- (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Nov 2009.

(End of clause)

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(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)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the Department of Defense Education Activity (DoDEA). Please contact the Transportation Office at 1-800-456-5507, EMAIL ADDRESS IS Delivery@ddc.dla.mil and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the Department of Defense Education Activity (DoDEA). Please contact the Transportation Office at 1-800-456-5507, EMAIL ADDRESS IS Delivery@ddc.dla.mil and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. Contract Number will be identified at the time of award. This may be confirmed by contacting DoD

Education Activity, Procurement Division, 4040 N. Fairfax Drive, 4th Floor, and Arlington, VA 22203-1635. (End of clause)

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

FAR 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

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

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

FAR 52.242-13 BANKRUPTCY (JUL 1995)

FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

FAR 52.247-29 F.O.B. ORIGIN (JUN 1988)

FAR 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)

FAR 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

FAR 52.247-61 F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS (APR 1984)

FAR 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)

DFARS 252.204-7004 ALTERNATE A. (NOV 2003)

DFARS 252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)

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

DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (Apr 2003)

DFARS 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)

DFARS 252.247-7022 REPRESENTATION OF EXTENT OF

(End of clause)

2. 52.212-5 -- CONTRACT TERMS AND CONIDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER-COMMERICAL ITEM (MAR 2004)

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

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

[Contracting Officer 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 HUB Zone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUB Zone 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 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 (Oct 2000) (15 U.S.C. 637(d) (2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d) (4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

_X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

_X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

_X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

_X (21) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

_X (22) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

 (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

 (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

 (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

 X (30) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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

 (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 1984) of 52.247-64.

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

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

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

- (ii) 52.222-26, Equal Opportunity (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) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

(End of Clause)

3. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

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

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

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

- 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 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) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a) (3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (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 (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

(End of clause)