

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 14				
2. CONTRACT NO. HDEC04-12-P-0033		3. AWARD/EFFECTIVE DATE 17-Jan-2012		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC04-12-T-0021		6. SOLICITATION ISSUE DATE 09-Dec-2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATHY P. PULLEN				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 X.52860		8. OFFER DUE DATE/LOCAL TIME 12:40 PM 11 Jan 2012		
9. ISSUED BY DEFENSE COMMISSARY AGENCY EQUIPMENT & MAINTENANCE DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800  TEL: FAX: (804) 734-8269/8886			CODE HDEC04	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 750 NAICS: 333415			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY  <b>SEE ITEM 9</b>			CODE			
17a. CONTRACTOR/OFFEROR WEST COAST BUSINESS PRODUCTS, INC. JEFF KRAEMER 9749 INDEPENDENCE AVE CHATSWORTH CA 91311-4318  TEL. (800) 591-6540 (818) 341-2800			CODE 3V773	18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016			CODE HQ0131			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$61,212.33</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							17-Jan-2012			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DESSIE MILLS / CONTRACTING OFFICER TEL: (804) 734-8000 EXT 48511 EMAIL: dessie.mills@deca.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

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 NUMBER	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 ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

DELIVERY SCHEDULE

Delivery is due no later than **MARCH 2, 2012**

POINTS OF CONTACT

**STORE:**

**NELLIS AFB**

Store Director: Richard Means

Phone: (702) 632-5500 ext 301

Email: [richard.means@deca.mil](mailto:richard.means@deca.mil)

**NELLIS AFB**

Alternate POC: John Bergman

Phone: (702) 652-4898 ext 114

Email: [john.bergman@deca.mil](mailto:john.bergman@deca.mil)

**CONTRACTING:**

POC Name: Kathy Pullen

Phone: (804) 734-8000 ext 52860

Email: [Kathy.pullen@deca.mil](mailto:Kathy.pullen@deca.mil)

**PAYMENT:**

**WAWF:**

All invoices shall be submitted electronically to DFAS Columbus via <https://wawf.eb.mil/> in accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests AND Receiving Reports (MAR 2008). The full text of this clause can be found at <http://farsite.hill.af.mil/>.

**Contractor** – This contract requires the type of invoice to be used as “Invoice and Receiving Report (COMBO)”. A separate invoice shall be created for each Ship To location.

**Pay DoDAAC:** Block 18a of the contract.

**Admin DoDAAC:** Block 9 of the contract

**Ship to DoDAAC:** HQCKMG

**Store:** After you sign the receiving report electronically, in the Verification screen, where it says “send more Email Notifications”, add the email address of the contracting POC above, which will automatically generate a copy of the receiving report to the POC.

**UID Requirements:** UID information must be completed on the invoice for any property requiring UID identification and/or valuation by the contract.

**Payment status can be obtained by checking the Misc Info Tab on your invoice in WAWF and on the MyInvoice link or at <https://myinvoice.csd.disa.mil/index.html>.**

**Payment Inquiries:** Payment questions can be addressed by calling DFAS – Columbus, OH Customer Service at 800-756-4571, Opt 2, Opt 2.

**If you need technical assistance on WAWF, contact:**  
Ogden Help Desk, 866-618-5988, Opt 2, Opt 3

Delivery is due no later than **MARCH 2, 2012**

**POINTS OF CONTACT**

**STORE:**

**FORT BUCHANAN COMMISSARY**

Store Director: William Roger

Phone: (787) 707-5077

Email: [william.roger@deca.mil](mailto:william.roger@deca.mil)

**FORT BUCHANAN COMMISSARY**

Alternate POC: Agustin Lledo-Tellechea

Phone: (787) 707-2242

Email: [agustin.lledo-tellechea@deca.mil](mailto:agustin.lledo-tellechea@deca.mil)

**CONTRACTING:**

Kathy Pullen

Phone: (804) 734-8000, X52860

[Kathy.pullen@deca.mil](mailto:Kathy.pullen@deca.mil)

**PAYMENT:**

**FAST PAYMENT PROCEDURES APPLY TO THIS ORDER FOR FORT BUCHANAN ONLY.** Contractor – be sure to mark your invoice Fast Pay, or your payment will be delayed.

**WAWF:**

All invoices shall be submitted electronically to DFAS Columbus via <https://wawf.eb.mil/> in accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests AND Receiving Reports (MAR 2008). The full text of this clause can be found at <http://farsite.hill.af.mil/>.

**Contractor** – This contract requires the type of invoice to be used as “Invoice and Receiving Report (COMBO)”. A separate invoice shall be created for each Ship To location.

**Pay DoDAAC:** Block 18a of the contract.

**Admin DoDAAC:** Block 9 of the contract

**Ship To DoDAAC:** HQCSKU

**Store:** After you sign the receiving report electronically, in the Verification screen, where it says “send more Email Notifications”, add the email address of the contracting POC above, which will automatically generate a copy of the receiving report to the POC.



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Meat Island Display Cases FFP Destination: Nellis AFB, NV		Each		\$0.00

FOB: Destination  
PURCHASE REQUEST NUMBER: HQCKMG13362400000

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Each	\$14,085.69	\$14,085.69

CED #1D22-08, Meat Island Display Case  
 FFP  
 Destination: Nellis AFB, NV

106" Long / Wide  
 80" Deep  
 45" High (Top Deck)  
 23" High (Product Display Deck)

Warranty Period: Fourteen months from Date of Shipment.

Manufacturer: Hill Phoenix

Model#: HPX OIMA-8

Color: Sand Dune 53957

Electrical Requirements: Standard U.S.A. electrical specifications: 115-208 / 230 volts, 60 Hertz, 1 phase, with an average amperage draw of 20 amps.

FOB: Destination

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NET AMT \$14,085.69

ACRN AA \$14,085.69  
 CIN: HQCKMG13362400000001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		2	Each	\$16,625.75	\$33,251.50

CED #1D22-12, Meat Island Display Case  
 FFP  
 Destination: Nellis AFB, NV

155" Long / Wide  
 80" Deep  
 45" High (Top Deck)  
 26" High (Product Display Deck)

Warranty Period: Fourteen months from Date of Shipment.

Manufacturer: Hill Phoenix

Model#: HPX OIMA-12

Color: Sand Dune 53957

Electrical Requirements: Standard U.S.A. electrical specifications: 115-208 / 230 volts, 60 Hertz, 1 phase, with an average amperage draw of 20 amps.

FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCKMG13362400000

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NET AMT \$33,251.50

ACRN AA \$33,251.50  
 CIN: HQCKMG13362400000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002	Meat Island Display Cases FFP Destination: Fort Buchanan, PR		Each		\$0.00
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FOB: Destination  
PURCHASE REQUEST NUMBER: HQCSKU13362400000

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Each	\$13,875.14	\$13,875.14

CED #1D22-08, Meat Island Display Case  
FFP

Destination: Fort Buchanan, PR

106" Long / Wide  
80" Deep  
45" High (Top Deck)  
23" High (Product Display Deck)

Warranty Period: Fourteen months from Date of Shipment.

Manufacturer: Hill Phoenix

Model#: HPX OIMA-8

Color: Sand Dune 53957

Electrical Requirements: Standard U.S.A. electrical specifications: 115-208 / 230 volts, 60 Hertz, 1 phase, with an average amperage draw of 20 amps.

FOB: Destination

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NET AMT \$13,875.14

ACRN AB \$13,875.14  
CIN: HQCSKU133624000000001

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	02-MAR-2012		N/A FOB: Destination	
0001AA	02-MAR-2012	1	NELLIS AFB COMMISSARY BUILDING 603 4200 MOUNTAIN HOME STREET NELLIS AFB NV 89191-7041 FOB: Destination	HQCKMG
0001AB	02-MAR-2012	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCKMG

0002	02-MAR-2012		N/A FOB: Destination
0002AA	02-MAR-2012	1	MDV NASH FINCH MIKE CALLIGAN 1187 AZALEA GARDEN ROAD NORFOLK VA 23502-5601 (757) 855-9318 / 9335 FOB: Destination

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X816464000046072951100000003141A00000HQCKMG13362400LSAE00033181  
 AMOUNT: \$47,337.19  
 CIN HQCKMG133624000000001: \$14,085.69  
 CIN HQCKMG133624000000002: \$33,251.50

AB: 97X816464000046072951100000003141A00000HQCSKU13362400LSAE00033181  
 AMOUNT: \$13,875.14  
 CIN HQCSKU133624000000001: \$13,875.14

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009

252.204-7004	Alt A Central Contractor Registration Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-4500 INSTALLATION ACCESS REQUIREMENTS (DEC 2001)

The contractor is responsible for ensuring compliance with installation access procedures for both personnel and vehicles.

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://acq.osd.mil/dp/dars/dfars.html>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
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)