52.216-21 Requirements.

As prescribed in 16.506(d), insert the following clause:

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 _____ *[insert date]*.

Alternate I (Apr1984). If the requirements contract is for nonpersonal services and related *supplies* and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity *may* itself furnish within its own capabilities. Except as this contract otherwise provides, the Government *shall* order from the Contractor all of that activity's requirements for *supplies* and services specified in the Schedule that exceed the quantities that the activity *may* itself furnish within its own capabilities.

Alternate II (Apr 1984). If the requirements contract includes subsistence for both Government use

and resale in the same Schedule, and similar *products may* be acquired on a brand-name basis, add the following paragraph (g) to the basic clause:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government *may* acquire similar *products* by brand name from other sources for resale.

Alternate III (Oct 1995). If the requirements contract involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or subitem of *supplies* or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government *shall* order from each Contractor approximately one-half of the total *supplies* or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government *may* choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government *shall* allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

Alternate IV (Oct 1995). If the contract includes subsistence for both Government use and resale in the same Schedule and similar *products may* be acquired on a brand-name basis and the contract also involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause and add the following paragraph (g) to the basic clause:

(c) The Government's requirements for each item or subitem of *supplies* or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government *shall* order from each Contractor approximately one-half of the total *supplies* or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government *may* choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government *shall* allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government *may* acquire similar *products* by brand name from other sources for resale.

Parent topic: 52.216 [Reserved]