

1. Request No. W15P7T-04-Q-E624	2. Date Issued	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA7
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5A. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-U FORT MONMOUTH, NJ 07703-5008	6. Deliver by (Date) See Schedule
	7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls)  
 ANNE MARIE VASCONCELOS (732) 532-2755  
 EMAIL: ANNEMARIE.VASCONCELOS@MAIL1.MONMOUTH.ARMY.MIL

8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code)  See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)

**IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.**

**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

**NOTE: Additional provisions and representations  are  are not attached.**

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
	<b>16. Signer</b>	
	a. Name (Type or Print)	b. Telephone
		Area Code
	c. Title (Type or Print)	Number

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

- 1) This Firm Fixed Price contract is for Telephone Switchboards, NSN: 5805-00-708-2202. The government intends to procure 60 each and have the capability to have 100% option.
- 2) This acquisition is a 100% set aside for Small Business.
- 3) Copies of the drawings, numbers SM-D-145573, SM-D-145546 and SM-D-145564, can be requested from Anne Marie Vasconcelos at annemarie.vasconcelos@mail1.monmouth.army.mil or Marcia Easton at marcia.easton@mail1.monmouth.army.mil. The drawings are also posted to the IBOP with the solicitation.
- 4) Delivery dates for option SLIN 0003 are defined as days after award of modification exercising the option.
- 5) INFORMATION FOR VIEWING DRAWINGS

Below is a link to the website with different viewers that can be downloaded by contractors in order to view the drawings. Contractors, go to the Free Viewers link and follow directions concerning creation of a password. Download the Image-R viewer. Phone number and email links are available. If you need additional assistance using the viewer software please contact Mr. John Santamaria 732-532-5280 or by email john.santamaria@mail1.monmouth.army.mil

<https://edm.monmouth.army.mil/cgi-bin/showDoc.exe?/bkLoginFVfV.html>

- 6) The contractor shall perform First Article Testing in accordance with FAR 52.209-3 and the Statement of Work paragraph 3.4.1 through 3.4.3. Test Plan (CLIN 0001AB) in accordance with DD Form 1423-1 Exhibit A and Statement of Work paragraph 3.4.6. Test Report (CLIN 0001AC) in accordance with DD form 1423-1 Exhibit B and Statement of Work paragraph 3.4.6. First Article Fabrication (CLIN 0001AA) is required on this acquisition unless the contractor has previously built the item. If you are a previous manufacturer you may request a waiver from the First Article Requirement. The Government will review the request and may waive the First Article requirement. From the first lot of 15 units the Government Quality Assurance Representative (QAR) will select 3 each for first article testing. These units can be refurbished by the contractor and delivered as part of the 60 each if they meet all the production testing requirements after refurbishment.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>First Article Testing and Fabrication in accordance with Statement of Work paragraph 3.4.1 - 3.4.3 and FAR 52.209-3.</p> <p>Requirements for First Article Testing consists of Fabrication, a test plan and test report as set forth in SLINS 0001AA, 0001AB and 0001AC.</p> <p>Cost for Fabrication of First Article Units shall be included under this SLIN (0001AA) and shall consist of all charges for labor and materials and all other costs allocable to the fabrication of all units for test which will not be delivered as part of the production quantity. First Article Test Units are accepted only after FAT is successfully completed the units are refurbished if necessary and inspected by the QAR.</p> <p>(End of narrative A001)</p>				
0001AA	<p><u>FIRST ARTICLE</u></p> <p>NOUN: FA FABRICATION</p> <p><u>Packaging and Marking</u></p> <p>Best Commercial Practice packaging acceptable.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 3 0150</p>	3	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p><u>FIRST ARTICLE</u></p> <p>First Article Qualification Test                      Plan in accordance with DD form 1423-                      1 Exhibit A sequence number A001                      (page 5 of the Statement of Work)                      and SOW paragraph 3.4.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination                      Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 1 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>US Army Cecom,                      ATTN: AMSEL-LC-COM-C-SS                      Fort Monmouth, NJ 07703-5000</p> <p>(End of narrative F001)</p>	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0001AC	<p><u>DATA ITEM</u></p> <p>NOUN: FA TEST REPORT</p> <p>First Article Test Report in accordance with DD form 1423 Exhibit B sequence number A0002 (pg number 6 in the Statement of Work) and SOW paragraph 3.4.6</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> </tr> <tr> <td>001</td> <td>3</td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>US Army CECOM,                      ATTN: AMSEL-LC-COM-C-SS                      Fort Monmouth, NJ 07703-5000</p> <p>(End of narrative F001)</p>	DOC	SUPPL	REL CD	MILSTRIP	001	3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0180	1	LO	\$ ** NSP **	\$ ** NSP **
DOC	SUPPL																
REL CD	MILSTRIP																
001	3																
DEL REL CD	QUANTITY	DAYS AFTER AWARD															
001	1	0180															
0002	SECURITY CLASS: Unclassified																
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SWITCHBOARD, TELEPHONE</p> <p><u>Packaging and Marking</u></p>	57	EA	\$ _____	\$ _____												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Best Commercial Practice Packaging is acceptable.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 15 0210                      002 15 0240                      003 15 0270                      004 12 0300</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>OPTION QUANTITY</u></p> <p>NOUN: TELEPHONE SWITCHBOARD</p> <p>Delivery dates for option SLINS 00003 are defined as days after award of modification exercising the option.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      Best Commercial Practice Packaging is acceptable.</p> <p>(End of narrative D001)</p>	60	EA	\$ _____	\$ _____



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**Name of Offeror or Contractor:**

## PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

2	52.7047	BAR CODE MARKING	OCT/2001
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Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

## INSPECTION AND ACCEPTANCE

3	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
4	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

## DELIVERIES OR PERFORMANCE

5	52.242-15	STOP-WORK ORDER	AUG/1989
6	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
7	52.247-29	F.O.B. ORIGIN	JUN/1988
8	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) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

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CONTRACT ADMINISTRATION DATA

9 52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT DEC/1987

1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

Packaging and Packing: -2-  
(City, County, State)

Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)

Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)

Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

10 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999

Project Designation: -1-

Initiating Activity: -2-  
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Anne Marie Vasconcelos

Organization Code: AMSEL-AC-CB-RT-U

Telephone Area Code and No.: (732) 532-2755

DSN/Autovon No.: -8-

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD

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Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-  
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

11            52.7055            MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL            JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Instructions to Contract Ordering Officer
- Instructions to Administrative Contracting Officer\*
- Instructions to other Defense Contract Management Command personnel\*
- Instructions to Defense Finance Administration Services
- Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

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## SPECIAL CONTRACT REQUIREMENTS

12 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR/1992

13 52.6110 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: -1-

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters  
Requests for Proposals under the contract  
Price Issues (except contractor pricing data)  
Contract Data Requirements List Submittals  
Contract Data Requirements List Comments  
Approvals/Disapprovals by the Government  
Technical Evaluations of Contract Items  
Clarifications  
Configuration Control  
Drawings (not to exceed 1/2 megabyte)  
Revised Shipping Instructions  
Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: -2-  
The Contract Specialist's e-mail address is -3-  
The Technical Point of Contact's e-mail address is: -4-

(End of clause)

14 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999  
APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESSNO. OF COPIES

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**Name of Offeror or Contractor:**

Commander, 1  
 US Army CECOM,  
 ATTN:AMSEL-AC-CB-RT-U (VAS)  
 Fort Monmouth, NJ 07703-5000

Commander, 1  
 US Army CECOM,  
 ATTN: AMSEL-LC-COM-C  
 Fort Monmouth, NJ 07703-5000

Commander, 1  
 US Army CECOM,  
 ATTN: AMSEL- AC-CS-E( ALE)  
 Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

## CONTRACT CLAUSES

15	52.203-3	GRATUITIES	APR/1984
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
18	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) AND ALTERNATE I (OCT 1995)	DEC/2003
19	52.222-03	CONVICT LABOR	JUN/2003
20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
26	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
28	52.232-01	PAYMENTS	APR/1984
29	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002

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30	52.232-11	EXTRAS	APR/1984
31	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)	APR/2003
32	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
33	52.232-25	PROMPT PAYMENT	OCT/2003
34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
35	52.233-1	DISPUTES	JUL/2002
36	52.243-01	CHANGES - FIXED PRICE	AUG/1987
37	52.248-1	VALUE ENGINEERING	FEB/2000
38	52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
39	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
40	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) AND ALT II(SEP89)	SEP/1989

(a) The Contractor shall test 3 unit(s) of Lot/Item 0001AA as specified in this contract. At least 60 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within calendar days from the date of this contract to -5- marked 'FIRST ARTICLE TEST REPORT: Contract No. N/A, Lot/Item No. 0001AC. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

41	52.213-4	TERMS & CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2004
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**Name of Offeror or Contractor:**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions 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).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 1998) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 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) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer-Central contractor Registration (OCT 2003).

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(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

[www.arnet.gov/far](http://www.arnet.gov/far)

[www.acq.osd.mil/dp/dars/afars.html](http://www.acq.osd.mil/dp/dars/afars.html)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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 postacceptance rights --

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

**Name of Offeror or Contractor:**

(g) 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.

(h) 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.

(End of Clause)

42            52.217-7            OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM            MAR/1989

The Government may require the delivery of the numbered line item, 0003 identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 150. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

43            52.222-36            AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND            JUN/1998  
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract:none

44            52.222-26            EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)            APR/2002

Notice: The following terms of this clause are waived for this contract: \_\_\_\_\_ [Contracting Officer shall list terms.

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

45            52.227-03            PATENT INDEMNITY (ALTERNATE II)            APR/1984

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

46            52.252-02            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>

(End of Clause)

47            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.

(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

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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.

(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, 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)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 19 of 25**

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MOD/AMD

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## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL EXHIBITS #'S A001-A002	04-MAR-2004	002	EMAIL
Attachment 001	STATEMENT OF WORK FOR TELEPHONE SWITCHBOARDS	04-MAR-2004	008	EMAIL

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

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## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

48	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
49	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999

50	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984
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(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of -1- calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

51	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004
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(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ 335313.

(2) The small business size standard is \_750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by

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the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly

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owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

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

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States;

- ( ) Offeror is an agency or instrumentality of a foreign government;
- ( ) Offeror is an agency or instrumentality of a Federal Government;
- ( ) Other. State basis. \_\_\_\_\_

(e) Type of organization.

- ( ) Sole proprietorship;
- ( ) Partnership;
- ( ) Corporate entity (not tax-exempt):
- ( ) Corporate entity (tax-exempt):
- ( ) Government entity (Federal, State, or local);
- ( ) Foreign government;
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other \_\_\_\_\_.

(f) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

53            52.207-4            ECONOMIC PURCHASE QUANTITY--SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W15P7T-04-Q-E624

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**Name of Offeror or Contractor:**

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

54            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999  
The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

55            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984  
(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

(End of Provision)

56            252.217-7026            IDENTIFICATION OF SOURCES OF SUPPLY            NOV/1995  
(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

<u>Line Items</u>	<u>Number</u>	<u>National Stock</u>	<u>Commercial Item</u>	<u>Source of Supply</u>			<u>Part No.</u>	<u>Actual Mfg</u>
			<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>			
(1)	(2)		(3)	(4)	(4)	(5)	(6)	

"(1) List each deliverable item of supply and item of technical data.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 25 of 25****PIIN/SIIN** W15P7T-04-Q-E624**MOD/AMD****Name of Offeror or Contractor:**

(2) If there is no national stock number, list 'none'.

(3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

57            252.204-7001            COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING            AUG/1999

## EVALUATION FACTORS FOR AWARD

58            52.217-5            EVALUATION OF OPTIONS            JUL/1990

59            52.6110            FAILURE TO COMPLY WITH F. O. B. TERMS            APR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. origin for all Items(s) will be rejected as nonresponsive or may be considered unacceptable.

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SECTION D - PACKAGING AND MARKING

ADDED DS7043 52.7043 01-APR-1999 STANDARD PRACTICE FOR COMMERCIAL PACKAGING  
 ADDED DS7047 52.7047 01-OCT-2001 BAR CODE MARKING

SECTION E - INSPECTION AND ACCEPTANCE

AUTO EF0005 52.246-01 01-APR-1984 CONTRACTOR INSPECTION REQUIREMENTS  
 ADDED EF0010 52.246-02 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0015 52.242-15 01-AUG-1989 STOP-WORK ORDER  
 ADDED FF0020 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK  
 ADDED FF0025 52.247-29 01-JUN-1988 F.O.B. ORIGIN  
 AUTO/DEL FF0045 52.247-34 01-NOV-1991 F.O.B. DESTINATION  
 AUTO/CHANGE FF6035 52.211-16 01-APR-1984 VARIATION IN QUANTITY

(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) below.

(b) The permissible variation shall be limited to:

- 0 Percent increase
- 0 Percent decrease

SECTION G - CONTRACT ADMINISTRATION DATA

ADDED GS7025 52.7025 01-DEC-1987 PLACE OF PERFORMANCE AND SHIPPING POINT  
 AUTO/CHANGE GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

Project Designation: -1-

Initiating Activity: -2-  
 (Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Anne Marie Vasconcelos

Organization Code:AMSEL-AC-CB-RT-U  
 Telephone Area Code and No.: (732) 532-2755

DSN/Autovon No.: -8-

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b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-  
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

AUTO GS7055 52.7055 01-JUN-1999 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

AUTO/CHANGE HS6110 52.6110 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: -1-

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters  
Requests for Proposals under the contract  
Price Issues (except contractor pricing data)  
Contract Data Requirements List Submittals  
Contract Data Requirements List Comments  
Approvals/Disapprovals by the Government  
Technical Evaluations of Contract Items  
Clarifications  
Configuration Control  
Drawings (not to exceed 1/2 megabyte)  
Revised Shipping Instructions  
Change Order Directions

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(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: -2-
- The Contract Specialist's e-mail address is -3-
- The Technical Point of Contact's e-mail address is: -4-

(End of clause)

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS  
APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-AC-CB-RT-U (VAS) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL-LC-COM-C Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E( ALE) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated

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Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

SECTION I - CONTRACT CLAUSES

AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF0090	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0132	52.219-6	01-DEC-2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) AND ALTERNATE I (OCT 1995)
AUTO	IF0153	52.222-03	01-JUN-2003	CONVICT LABOR
AUTO	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
AUTO	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES
AUTO	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
ADDED	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
AUTO	IF0204	52.225-13	01-DEC-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0353	52.232-01	01-APR-1984	PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF0381	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0383	52.232-16	01-APR-2003	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0586	52.243-01	01-AUG-1987	CHANGES - FIXED PRICE
ADDED	IF0760	52.248-1	01-FEB-2000	VALUE ENGINEERING
ADDED	IF0779	52.249-01	01-APR-1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT

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(FORM)

AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
CHANGED	IF6010	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) AND ALT II(SEP89)

(a) The Contractor shall test 3 unit(s) of Lot/Item 0001AA as specified in this contract. At least 60 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within calendar days from the date of this contract to -5- marked 'FIRST ARTICLE TEST REPORT: Contract No. N/A, Lot/Item No. 0001AC. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

CHANGED	IF6202	52.213-4	01-JUL-2004	TERMS & CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions 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).

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(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).  
(Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 1998) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793)  
(Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 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) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148)  
(Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer-Central contractor Registration (OCT 2003).  
(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999).  
(Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx. 1241).  
(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

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(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

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[www.arnet.gov/far](http://www.arnet.gov/far)  
[www.acq.osd.mil/dp/dars/afars.html](http://www.acq.osd.mil/dp/dars/afars.html)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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 postacceptance rights --

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

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(End of Clause)

CHANGED IF6123 52.217-7 01-MAR-1989 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, 0003 identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 150. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CHANGED IF6107 52.222-36 01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract:none

ADDED IF7165 52.222-26 01-APR-2002 EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)

ADDED IF7075 52.227-03 01-APR-1984 PATENT INDEMNITY (ALTERNATE II)

AUTO/CHANGE IF7240 52.252-02 01-FEB-1998 CLAUSES INCORPORATED BY REFERENCE

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>

(End of Clause)

ADDED IA7180 252.232-7003 01-JAN-2004 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED KF0155 52.222-19 01-JUN-2004 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES

ADDED KF0160 52.222-21 01-FEB-1999 PROHIBITION OF SEGREGATED FACILITIES

CHANGED KF6010 52.214-16 01-APR-1984 MINIMUM BID ACCEPTANCE PERIOD

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of -1- calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing

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within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

AUTO/CHANGE KF6067 52.219-1 01-MAY-2004 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)  
(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ 335313.

(2) The small business size standard is \_750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

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Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY--SUPPLIES
AUTO	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KA7030	252.217-7026	01-NOV-1995	IDENTIFICATION OF SOURCES OF SUPPLY

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
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SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0017	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
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CHANGED	MS6110	52.6110	01-APR-1991	FAILURE TO COMPLY WITH F. O. B. TERMS
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F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. origin for all Items(s) will be rejected as nonresponsive or may be considered unacceptable.