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|---|--|--|--|---|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30  |  |  |  | 1. REQUISITION NUMBER<br>96311M-3064-3288   |  | PAGE 1 OF 5  |  |
| 2. CONTRACT NO.<br>DACW31-03-P-0184   |  | 3. AWARD/EFFECTIVE DATE<br>08-Apr-2003   |  | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br>DACW31-03-T-0042   |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br>CHERI R AMES  |  | b. TELEPHONE NUMBER (No Collect Calls)<br>410-962-3526  |  | 6. SOLICITATION ISSUE DATE<br>01-Apr-2003  |  |
| 9. ISSUED BY<br>CONTRACTING DIVISION<br>PO BOX 1715<br>BALTIMORE MD 21203-1715<br><br>TEL: 410-962-5638<br>FAX: 410-962-0933  |  | CODE<br>CW31   |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input checked="" type="checkbox"/> SET ASIDE: 100% FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV. BUSINESS<br><input type="checkbox"/> 8(A)<br><br>SIC: 5045<br>SIZE STANDARD: 6.5M |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE |  |
| 15. DELIVER TO MAINTENANCE BRANCH<br>PAUL CHRISTENSEN<br>5900 MACARTHUR BLVD NW<br>WASHINGTON, DC 20315-0220  |  | CODE<br>E250500  |  | 16. ADMINISTERED BY<br>CONTR DIV OPERATIONS BR<br>PO BOX 1715<br>BALTIMORE MD 21203-1715  |  | 12. DISCOUNT TERMS<br>0% Net 30 Days   |  |
| 17a. CONTRACTOR/OFFEROR<br>CABLES PLUS<br>MIKE HORAN<br>2818B HUNGARY ROAD<br>RICHMOND VA 23228-8928<br><br>TEL. (804) 716-9007   |  | CODE<br>3CRB0<br><br>FACILITY CODE<br>3CRB0  |  | 18a. PAYMENT WILL BE MADE BY<br>USACE FINANCE CENTER<br>ATTN: DISBURSING<br>5722 INTEGRITY DRIVE<br>MILLINGTON TN 38054-5005  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)                                      |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |  |   |  |  |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/ SERVICES   |  | 21. QUANTITY  |  | 22. UNIT   |  |
|   |  | SEE SCHEDULE   |  |   |  |  |  |
| 23. UNIT PRICE  |  | 24. AMOUNT   |  | 25. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule   |  | 26. TOTAL AWARD AMOUNT<br>\$3,018.70   |  |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |  | <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |  |   |  |  |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |  |  | 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |  |  |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br><i>Patricia J Hensley</i>  |  | 31c. DATE SIGNED<br>08-Apr-2003   |  |  |  |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)   |  | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br>PATRICIA J HENSLEY / ADDED BY SUMI<br>TEL: 410-962-7718 EMAIL:  |  |  |  |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  |  | 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  | 34. VOUCHER NUMBER  |  | 35. AMOUNT VERIFIED CORRECT FOR  |  |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE   |  | 32c. DATE  |  | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL  |  | 37. CHECK NUMBER   |  |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |  | 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |  | 41c. DATE   |  | 40. PAID BY  |  |
|   |  |  |  | 42a. RECEIVED BY (Print)  |  |  |  |
|   |  |  |  | 42b. RECEIVED AT (Location)   |  |  |  |
|   |  | 42c. DATE REC'D (YY/MM/DD)   |  | 42d. TOTAL CONTAINERS   |  |  |  |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT     |
|---------|--|----------|------|------------|------------|
| 0001    | 50030059 - Samsung Model FFP<br>172T, 17" Syncmaster Flat Panel Monitor, with 1280x1024 resolution, 0.264mm pixel pitch.<br>*****MUST BE A SAMSUNG MODEL*****<br>GOV'T POC: PAUL CHRISTENSEN @ (202) 764-2009<br>GOV'T POC: RANDY HILL @ (202) 764-2727<br>BUYER POC: CHERI AMES @ (410) 962-3526<br>PURCHASE REQUEST NUMBER: 96311M-3064-3288 | 5        | Each | \$603.74   | \$3,018.70 |

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NET AMT \$3,018.70

ACRN AA Funded Amount \$3,018.70

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY  |
|------|------------|------------|-----------|------------|
| 0001 | N/A        | N/A        | N/A       | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS   | UIC     |
|------|---------------|----------|---|---------|
| 0001 | 30-APR-2003   | 5        | MAINTENANCE BRANCH<br>PAUL CHRISTENSEN<br>5900 MACARTHUR BLVD NW<br>WASHINGTON, DC 20315-0220<br>202-764-2009<br>FOB: Destination | E250500 |

## ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 3100 001SZV NA 001T12  
 AMOUNT: \$3,018.70

### CLAUSES INCORPORATED BY REFERENCE

|                |   |          |
|----------------|---|----------|
| 52.211-17      | Delivery of Excess Quantities   | SEP 1989 |
| 52.212-4       | Contract Terms and Conditions--Commercial Items                               | FEB 2002 |
| 52.219-3       | Notice of Total HUBZone Set-Aide  | JAN 1999 |
| 52.219-6       | Notice Of Total Small Business Set-Aside                                      | JUL 1996 |
| 52.219-6 Alt I | Notice of Total Small Business Set-Aside (Jul 1996) -<br>Alternate I          | OCT 1995 |
| 52.222-3       | Convict Labor   | AUG 1996 |
| 52.232-33      | Payment by Electronic Funds Transfer--Central Contractor<br>Registration      | MAY 1999 |
| 52.233-3       | Protest After Award   | AUG 1996 |
| 52.242-15      | Stop-Work Order   | AUG 1989 |
| 52.243-5       | Changes and Changed Conditions  | APR 1984 |
| 52.246-1       | Contractor Inspection Requirements  | APR 1984 |
| 52.247-34      | F.O.B. Destination  | NOV 1991 |
| 52.253-1       | Computer Generated Forms  | JAN 1991 |
| 252.204-7003   | Control Of Government Personnel Work Product                                  | APR 1992 |
| 252.204-7004   | Required Central Contractor Registration                                      | NOV 2001 |
| 252.219-7011   | Notification to Delay Performance   | JUN 1998 |
| 252.225-7001   | Buy American Act And Balance Of Payments Program                              | MAR 1998 |
| 252.225-7002   | Qualifying Country Sources As Subcontractors                                  | DEC 1991 |
| 252.225-7009   | Duty-Free Entry--Qualifying Country Supplies (End Products<br>and Components) | AUG 2000 |
| 252.225-7016   | Restriction On Acquisition Of Ball and Roller Bearings                        | DEC 2000 |
| 252.243-7001   | Pricing Of Contract Modifications   | DEC 1991 |
| 252.246-7000   | Material Inspection And Receiving Report                                      | DEC 1991 |

### CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

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

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

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

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

- <http://www.arnet.gov/far>
- <http://www.farsite.hill.af.mil>
- <http://www.dtic.mil/dfars>
- <http://www.ccr.gov/index.cfm>
- <http://www.ebs.nab.usace.army.mil>
- <http://www.sba.gov/regulations/siccodes>
- <http://www.dnb.com>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

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

- |              |   |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)                       |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)       |

(End of clause)