

ORDER FOR SUPPLIES OR SERVICES						Form Approved	Page 1 Of 15	
1. Contract/Purch Order No.		2. Delivery Order No. DAAE20-00-F-0056		3. Date Of Order 2000AUG23	4. Requisition/Purch Request No. SEE SCHEDULE		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C CEAN HARTLEBEN (309) 782-3429 ROCK ISLAND IL 61299-7630  EMAIL: HARTLEBENC@RIA.ARMY.MIL			Code W52H09	7. Administered By (If other than 6) DCMC PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427		Code S3915A		8. Delivery FOB  <input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other
9. Contractor BESTWORK IND FOR THE BLIND INC 801 E CLEMENTS BRIDGE ROAD RUNNEMEDE NJ 08078-0000			Code 4W361	Facility Code	10. Deliver To FOB Point By (Date)  SEE SCHEDULE		11. Mark If Business Is  <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	
TYPE BUSINESS: JWOD Participating Nonprofit Agencies			SCD C	PAS NONE	ADP PT SC1012	12. Discount Terms		
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041		Code SC1018	Mark All Packages And Papers With Contract Or Order Number	
16. T O Y R P D E E O R F			Code	13. Mail Invoices To See Block 15		Code		
Delivery		<input checked="" type="checkbox"/>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
Purchase			Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.					
			Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.					
Name Of Contractor		Signature		Typed Name And Title		Date Signed		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE								
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount	
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309) 782-6736		25. Total 29. Differences	\$660,240.00	
26. Quantity In Column 20 Has Been  <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted				27. Ship. No.	28. D.O. Voucher No.	30. Initials		
Date _____ Signature Of Authorized Govt Representative _____				<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For		
36. I certify this account is correct and proper for payment				31. Payment  <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Check Number		
Date _____ Signature And Title Of Certifying Officer _____						35. Bill Of Lading No.		
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.			

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MOD/AMD

**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

## SUPPLEMENTAL INFORMATION

ITEM: SLING ADAPTER KIT  
NSN: NOT ASSIGNED YET  
P/N: 12956271

COMMERCIAL PROCEDURES AND CLAUSES UNDER FAR PART 12 "ACQUISITION OF COMMERCIAL ITEMS" AND FAR PART 13 "SIMPLIFIED ACQUISITION PROCEDURES" ARE BEING USED ON THIS PROCUREMENT. THE FOLLOWING APPLIES TO THIS PURCHASE:

1. THE SLING ADAPTER KITS TO BE DELIVERED UNDER THIS CONTRACT SHALL BE PRODUCED IN ACCORDANCE WITH THE STATEMENT OF WORK (ATTACHMENT 001), TECHNICAL DATA PACKAGE, PART NUMBER 12956271 (ATTACHMENT 002) AND ENGINEERING CHANGE PROPOSALS (ATTACHMENTS 003 AND 004). ALL REQUIRED TESTING SHALL BE PERFORMED.
  2. MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250'S) ARE REQUIRED DUE TO MULTIPLE DELIVERIES. THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) IS AUTHORIZED TO SIGN OFF ON THE DD250'S FOR PAYMENT PURPOSES ONLY. THE QAR ONLY NEED TO VERIFY THAT THE CORRECT ITEMS AND QUANTITIES ARE BEING SHIPPED. ACCERLERATED DELIVERY IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT. VARIATION IN QUANTITY IS NOT AUTHORIZED.
  3. A CERTIFICATE OF CONFORMANCE (COC) WILL BE REQUIRED WITH EACH LOT DELIVERED. THE CONTRACTOR'S SIGNED CERTIFICATE SHALL BE ATTACHED TO THE MATERIAL INSPECTION AND RECEIVING REPORT (DD 250). THE CERTIFICATE SHALL CONFIRM THAT SUPPLIES CONFORM IN ALL RESPECTS WITH ALL CONTRACT REQUIREMENTS, TECHNICAL DATA PACKAGE REQUIREMENTS, STATEMENT OF WORK, AND ALL STATEMENTS CONTAINED IN THIS DELIVERY ORDER.
  4. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN A QUALITY SYSTEM THAT ENSURES THE FUNCTIONAL AND PHYSICAL CONFORMITY OF ALL KITS FURNISHED UNDER THIS CONTRACT. THE QUALITY SYSTEM SHALL ACHIEVE DEFECT PREVENTION AND PROCESS CONTROL. PROVIDING ADEQUATE QUALITY CONTROLS THROUGHOUT ALL AREAS OF CONTRACT PERFORMANCE. AT ANY POINT DURING CONTRACT PERFORMANCE, THE GOVERNMENT WILL HAVE THE RIGHT TO REVIEW THIS QUALITY SYSTEM TO ASSESS ITS EFFECTIVENESS IN MEETING CONTRACT REQUIREMENTS.
  5. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE A SUBSEQUENT OR LIMITED INSPECTION REPORT IF CHANGES ARE MADE TO THE GOVERNMENT OR CONTRACTOR TECHNICAL DATA, OR THE CONTRACT MAKES A SIGNIFICANT CHANGE IN PRODUCTION PROCESSES AND/OR TYPE OF MATERIAL.
  6. IT IS THE INTENTION OF THIS OFFICE TO UTILIZE THIS DELIVERY ORDER AS A REQUIREMENTS TYPE INSTRUMENT FOR UP TO A "5" FIVE YEAR PERIOD. FOR FUTURE PROCUREMENTS, INDIVIDUAL MODIFICATIONS WILL BE ISSUED AGAINST THIS DELIVERY ORDER. THE CURRENT UNIT PRICE OF \$18.34 EACH WILL BE VALID UNTIL 30 SEPTEMBER 2000. THE UNIT PRICE WILL BE EVALUATED ON AN ANNUAL BASIS.
  7. PROJECTED (ESTIMATED) QUANTITIES ARE AS FOLLOWS:  
  
FY 2001 36,000 EACH  
FY 2002 17,100 EACH
- NOTE: THESE QUANTITIES ARE JUST ESTIMATES TO BE UTILIZED FOR PLANNING PURPOSES ONLY.
8. COMMERCIAL PACKAGING WILL BE UTILIZED.
  9. BESTWORK INDUSTRIES AND NATIONAL INDUSTRIES FOR THE BLIND WILL NOT BE HELD LIABLE FOR END ITEM PERFORMANCE SO LONG AS ALL CONTRACTUAL REQUIREMENTS ARE MET.
  10. AN INSTALLATION INSTRUCTION SHEET WILL BE PROVIDED TO THE CONTRACTOR TO BE OVERPACKED WITH EACH KIT.

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

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: BESTWORK IND FOR THE BLIND INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>FIRST ARTICLE TEST</u>	1	EA	\$ <u>NOT SEPARATEL</u>	
	NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 88				
	<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 DEL DATE</u>				
	001 1 17-NOV-2000				
	FOB POINT: Origin				
	<u>SHIP TO: FREIGHT ADDRESS</u>				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
	<u>PRODUCTION QUANTITY</u>	12000	EA	\$ 18.34000	\$ 220,080.00
	NSN: 9999-99-999-9999 NOUN: MOD WPN SYS-M16-SLIG ADAPTER FSCM: 99999 PART NR: 12956271 SECURITY CLASS: Unclassified PRON: 2M0060381A PRON AMD: 01 ACRN: AA AMS CD: 322064				
	<u>Packaging and Marking</u>				
	PACKAGING/PACKING/SPECIFICATIONS: 0				
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W15BW902273522 W45G19 M 3				
	<u>DEL REL CD QUANTITY DEL DATE</u>				
	001 1,000 15-DEC-2000				
	002 2,000 15-JAN-2001				

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: BESTWORK IND FOR THE BLIND INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
	003 3,000 15-FEB-2001																																											
	004 3,000 15-MAR-2001																																											
	005 3,000 15-APR-2001																																											
	FOB POINT: Origin  SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000																																											
0001AC	<u>PRODUCTION QUANTITY</u>	24000	EA	\$ 18.34000	\$ 440,160.00																																							
	NSN: 9999-99-999-9999 NOUN: MODULAR WPN SYS-M4-SLING ADPT FSCM: 99999 PART NR: 12956271 SECURITY CLASS: Unclassified PRON: 2M0070341A PRON AMD: 01 ACRN: AB AMS CD: 322030  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W15BW902273523</td> <td>W45G19</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>3,000</td> <td>15-MAY-2001</td> </tr> <tr> <td>002</td> <td>3,000</td> <td>15-JUN-2001</td> </tr> <tr> <td>003</td> <td>3,000</td> <td>15-JUL-2001</td> </tr> <tr> <td>004</td> <td>3,000</td> <td>15-AUG-2001</td> </tr> <tr> <td>005</td> <td>3,000</td> <td>15-SEP-2001</td> </tr> <tr> <td>006</td> <td>3,000</td> <td>15-OCT-2001</td> </tr> <tr> <td>007</td> <td>3,000</td> <td>15-NOV-2001</td> </tr> <tr> <td>008</td> <td>3,000</td> <td>15-DEC-2001</td> </tr> </tbody> </table>					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W15BW902273523	W45G19	M		3	DEL REL CD	QUANTITY	DEL DATE	001	3,000	15-MAY-2001	002	3,000	15-JUN-2001	003	3,000	15-JUL-2001	004	3,000	15-AUG-2001	005	3,000	15-SEP-2001	006	3,000	15-OCT-2001	007	3,000	15-NOV-2001	008	3,000	15-DEC-2001
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003	3,000	15-JUL-2001																																										
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008	3,000	15-DEC-2001																																										
	FOB POINT: Origin  SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) TRANS OFF																																											

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**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000				

**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of a quantity of five (5) each Sling Adapter Assemblies, P/N: 12956271

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through PM Small Arms to the Contracting Officer/Mr. Jerry Yowell AMSTA-LC-CSC-C. The First Article Test is due on 17 Nov 00 with approval received by the Government on or before 28 Nov 00.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

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**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

(ES6031)

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**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB	ACCOUNTING		OBLIGATED		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>STATION</u>		<u>AMOUNT</u>		
						<u>NUMBER</u>					
0001AB	2M0060381A	AA	2	21	02033000006D6D04P32206431E1	S28017	ORM917	W52H09	\$	220,080.00	
	322064										
0001AC	2M0070341A	AB	2	21	02033000006D6D04P32203031E1	S28017	ORM916	W52H09	\$	440,160.00	
	322030										
									TOTAL	\$	660,240.00

SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		ACCOUNTING	OBLIGATED	
<u>NAME</u>					<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	21	02033000006D6D04P32206431E1	S28017	W52H09	\$ 220,080.00	
Army	AB	21	02033000006D6D04P32203031E1	S28017	W52H09	\$ 440,160.00	
						TOTAL	\$ 660,240.00

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MOD/AMD

**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are hartlebenc@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-3813, ATTN: AMSTA-LC-CSC-C/Cean Hartleben and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service: N/A

(End of Clause)

(HS6510)

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MOD/AMD

**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

X\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_\_(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_ (ii.) Alternate I to 52.219-5.

\_\_\_\_ (iii.) Alternate II to 52.219-5.

X\_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

\_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

\_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I of 52.219-23

\_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

\_\_\_\_(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

\_\_\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X\_\_\_\_(12) 52.222-26, Equal Opportunity (E.O. 11246).

X\_\_\_\_(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X\_\_\_\_(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

\_\_\_\_(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

\_\_\_\_(16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

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**Name of Offeror or Contractor:** BESTWORK IND FOR THE BLIND INC

\_\_\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_\_ (17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

\_\_\_\_\_ (18)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

\_\_\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_\_\_ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

\_\_\_\_\_ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

\_\_\_\_\_ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_\_ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_\_\_ (23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (25) 52.232-36, Payment by Third Party (31 U.S.C.3332).

\_\_\_\_\_ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X \_\_\_\_\_ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_\_ (ii) Alternate I of 52.247-64.

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

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, 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 Veterans (38 U.S.C. 2012(a));  
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(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, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

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\_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

\_\_\_\_252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).

X\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), 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 Speciality Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

4 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) 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 \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (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

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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.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

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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>
Attachment 001	STATEMENT OF WORK	07-OCT-99	002	
Attachment 002	TECHNICAL DATA - PART NUMBER 12956271		027	
Attachment 003	ENGINEERING CHANGE PROPOSAL-L0S2018	17-APR-00	005	
Attachment 004	ENGINEERING CHANGE PROPOSAL-L0S2019	25-MAY-00	005	