

| | | | | | | | |
|---|--|---|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 12 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. DAAE20-02-P-0216 | | 3. Award/Effective Date 2002MAR14 | | 4. Order Number | | 5. Solicitation Number | |
| 7. For Solicitation Information Call: | | A. Name WANNETTA BAKER | | B. Telephone Number (No Collect Calls) (309)782-4905 | | 6. Solicitation Issue Date | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630 | | Code W52H09 | | 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard: | | 11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By PR ACALA ATTN FIN AND ACCT OFC ROCK ISLAND IL 61299-6000 | | Code W52H09 | |
| Telephone No. | | 17. Contractor/Offeror PRATT AUDIO VISUAL & VIDEO CORP 1443 BROWN STREET BETTENDORF IA 52722-0000 | | Code LDSQ8 | | Facility | |
| Telephone No. | | 18a. Payment Will Be Made By DFAS ROCK ISLAND BUILDING 68 ROCK ISLAND IL 61299 | | Code HQ0303 | | | |
| <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 | 23. Unit Price |
| | | SEE SCHEDULE | | | | | |
| (Attach Additional Sheets As Necessary) | | | | | | | |
| 25. Accounting And Appropriation Data ACRN: AA 21 22020000026N6N40P43889531ED S19130 W13G07 | | | | | 26. Total Award Amount (For Govt. Use Only) \$17,006.00 | | |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | |
| 28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | 29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> 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) | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506 | | 31c. Date Signed | |
| 32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | 33. Ship Number | | 34. Voucher Number | 35. Amount Verified Correct For |
| 32b. Signature Of Authorized Government Representative | | | | 32c. Date | | 36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 37. Check Number | | 38. S/R Account Number | |
| 41b. Signature And Title Of Certifying Officer | | | | 41c. Date | | 39. S/R Voucher Number | |
| | | | | 42a. Received By (Print) | | 40. Paid By | |
| | | | | 42b. Received At (Location) | | | |
| | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |

| | | |
|---------------------------|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0216 MOD/AMD | Page 2 of 12 |
|---------------------------|---|----------------------------|

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|---------------------------|-------------|
| 1 52.233-4503 TACOM-RI | AMC-LEVEL PROTEST PROGRAM | JUN/1998 |

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

1. This purchase order is for audio visual and video equipment for SBCCOM.
2. Offeror Representations and Certifications - Commercial Items is hereby incorporated in full text (Attachment 001).
3. The items will be shipped to:

ROCK ISLAND ARSENAL
HQ, SBCCOM
RODMAN AVENUE BLDG 62 1ST FLOOR WEST WING
ATTN: RON CHAMBERS PH (309) 782-2968 (AMSSB-RSO-MAD)
ROCK ISLAND, IL 61299-7630

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0216 MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------------|
| 0001 | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001AA | <p><u>Supplies or Services and Prices/Costs</u></p> <p>NEC42MP3 42"PLASMA SYNC COLOR DATA MONITOR</p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ12064D001 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 2 27-MAR-2002</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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> | 2 | EA | \$ 6,500.00000 | \$ 13,000.00 |
| 0001AB | <p>NEC CMK SECURE CEILING MOUNT KIT</p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W58HZ12064D002 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 2 27-MAR-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p> | 2 | EA | \$ 329.00000 | \$ 658.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0216 MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|-----------|
| 0001AC | <p>(SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> <p><u>EXTRON 60-046-01 VGA 1X2 DISTR AMPLIFIER</u></p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W58HZ12064D003 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 27-MAR-2002</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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> | 2 | EA | \$ 219.00000 | \$ 438.00 |
| 0001AD | <p><u>KRAMER PT-102S 1X2 S-VHS DISTR AMPLIFIER</u></p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 004 W58HZ12064D004 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 27-MAR-2002</p> | 2 | EA | \$ 110.00000 | \$ 220.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0216 MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|-----------|
| 0001AE | <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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> <p><u>AMX AMB-232 BUS INTERFACE PLASMA</u></p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 005 W58HZ12064D005 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 27-MAR-2002</p> | 2 | EA | \$ 495.00000 | \$ 990.00 |
| 0001AF | <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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> <p><u>CABLES</u></p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> DOC SUPPL</p> | 1 | EA | \$ 500.00000 | \$ 500.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0216 MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|-------------|
| | <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 006 W58HZ12064D006 Y00000 M 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 27-MAR-2002</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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> | | | | |
| 0001AG | <p><u>INSTALLATION</u></p> <p>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified PRON: S62KY951SB PRON AMD: 01 ACRN: AA AMS CD: 43889500000</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> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 007 W58HZ12064D007 Y00000 M 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 27-MAR-2002</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 SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0216/0000</p> | 1 | EA | \$ 1,200.00000 | \$ 1,200.00 |

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MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ ITEM | AMS_CD | ACRN | OBLG STAT | ACCOUNTING CLASSIFICATION | JOB ORDER NUMBER | ACCOUNTING STATION | OBLIGATED AMOUNT |
|--------|---------------|--------|------|--------------|---------------------------------------|------------------------|-----------------------|---------------------|
| 0001AA | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 13,000.00 |
| | 43889500000 | | | | | | | |
| 0001AB | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 658.00 |
| | 43889500000 | | | | | | | |
| 0001AC | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 438.00 |
| | 43889500000 | | | | | | | |
| 0001AD | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 220.00 |
| | 43889500000 | | | | | | | |
| 0001AE | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 990.00 |
| | 43889500000 | | | | | | | |
| 0001AF | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 500.00 |
| | 43889500000 | | | | | | | |
| 0001AG | S62KY951SB | | AA | 2 | 21 22020000026N6N40P43889531ED S19130 | 26KY95 | W13G07 | \$ 1,200.00 |
| | 43889500000 | | | | | | | |
| | | | | | | | TOTAL | \$ 17,006.00 |

| SERVICE NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | OBLIGATED AMOUNT |
|-----------------|---------------|---------------------------------------|-----------------------|---------------------|
| Army | AA | 21 22020000026N6N40P43889531ED S19130 | W13G07 | \$ 17,006.00 |
| | | | TOTAL | \$ 17,006.00 |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 12**

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MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

| | | | |
|---|----------|---|----------|
| 2 | 52.212-4 | CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS | FEB/2002 |
| 3 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS | DEC/2001 |

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

(b) The Contractor shall comply with the FAR 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:

- ____(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.
- ____(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).
- ____(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

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

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

(18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

(19)(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.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

(28)(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.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

(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.).

(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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MOD/AMD

Name of Offeror or Contractor: PRATT AUDIO VISUAL & VIDEO CORP

(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, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(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); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IP6260)

| | | | |
|---|-----------------------|---|----------|
| 4 | 252.212-7001 DFARS | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | NOV/2001 |
|---|-----------------------|---|----------|

(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.

____ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

____ 252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).

____ 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001)(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 (Aug 2000)(10 U.S.C. 2241 note)

____ 252.225-7014 Preference for Domestic Speciality Metals ((Mar 1998) (10 U.S.C. 2241 note).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2241 note).

____ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(____Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

____ 252.225-7021 Trade Agreements (Sep 2001)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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- ____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)
- ____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).
- ____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).
- ____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998) (____Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ____ 252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).
- ____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).
- ____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- ____ 252.247-7023 Transportation of Supplies by Sea (Mar 2000) (____Alternate I)(Mar 2000) (____Alternate II) (Mar 2000)(10 U.S.C. 2631).
- ____ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(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 (Mar 1998)(10 U.S.C. 2241 note).
- 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)

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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 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS | | 006 | |