

**ORDER FOR SUPPLIES OR SERVICES**

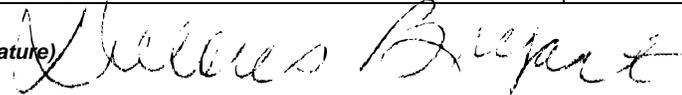
**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 11/13/2008		2. CONTRACT NO. (If any)		6. SHIP TO:		
3. ORDER NO. DTMA1V09022		4. REQUISITION/REFERENCE NO. PR700090003		a. NAME OF CONSIGNEE See Line Item Detail and Shipping Detail		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223  New Orleans LA 70130-3394				b. STREET ADDRESS		
7. TO:		c. CITY		d. STATE	e. ZIP CODE	
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME Staples National Advantage				8. TYPE OF ORDER		
c. STREET ADDRESS 45 Cedar Lane				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY Englewood				REFERENCE YOUR:		
e. STATE NJ		f. ZIP CODE 07631-4802		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				10. REQUISITIONING OFFICE DOT/Maritime Administration, MAR-700		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						Destination
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<b>SEE LINE ITEM DETAIL</b>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Tammy Curnett				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P Branch, AMZ-150 PO Box 25710				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$2,246.66

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Delores Bryant TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<i>Ship to: DOT-HQ Account #1000243</i>  1/4 INCH, 25 SHEET CAPACITY,NAVY, GBC-40-104-85 1/4 INCH, 25 SHEET CAPACITY,NAVY, GBC-40-104-85  Reference Requisition: PR700090003  Funding Information: ----- \$15.99	1.00	BOX	15.990	15.99	
0002	5/16 INCH, 40 SHEET CAPACITY,NAVY, GBC-40-111-85 5/16 INCH, 40 SHEET CAPACITY,NAVY, GBC-40-111-85  Reference Requisition: PR700090003  Funding Information: ----- \$16.99	1.00	BOX	16.990	16.99	
0003	3/8 INCH, 55 SHEET CAPACITY,NAVY, GBC-40-114-85 3/8 INCH, 55 SHEET CAPACITY,NAVY, GBC-40-114-85  Reference Requisition: PR700090003  Funding Information: ----- \$18.99	1.00	BOX	18.990	18.99	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$51.97

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	1/2 INCH, 85 SHEET CAPACITY, NANVY, GBC-40-124-85 1/2 INCH, 85 SHEET CAPACITY, NANVY, GBC-40-124-85  Reference Requisition: PR700090003  Funding Information: ----- \$25.99	1.00	BOX	25.990	25.99	
0005	5/8 INCH, 125 SHEET CAPACITY, NAVY, GBC-40-134-85 5/8 INCH, 125 SHEET CAPACITY, NAVY, GBC-40-134-85  Reference Requisition: PR700090003  Funding Information: ----- \$40.99	1.00	BOX	40.990	40.99	
0006	3/4 INCH, 150 SHEET CAPACITY, NAVY, GBC-40-141-85 3/4 INCH, 150 SHEET CAPACITY, NAVY, GBC-40-141-85  Reference Requisition: PR700090003  Funding Information: ----- \$44.49	1.00	BOX	44.490	44.49	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$111.47**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0007	1 INCH, 200 SHEET CAPACITY, BLACK, GBC-40-900-64 1 INCH, 200 SHEET CAPACITY, BLACK, GBC-40-900-64  Reference Requisition: PR700090003  Funding Information: ----- \$21.98	2.00	BBL	10.990	21.98	
0008	1 1/2 INCH, 320 SHEET CAPACITY-BLACK-GBC-42-900-10 1 1/2 INCH, 320 SHEET CAPACITY-BLACK-GBC-42-900-10  Reference Requisition: PR700090003  Funding Information: ----- \$29.98	2.00	BOX	14.990	29.98	
0009	2 INCH, 425 SHEET CAPACITY-BLACK-GBC-42-000-22 2 INCH, 425 SHEET CAPACITY-BLACK-GBC-42-000-22  Reference Requisition: PR700090003  Funding Information: ----- \$65.99	1.00	BOX	65.990	65.99	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$117.95

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0010	COLOR LASER- 8.5 X 11 INCH, AVE-5884 COLOR LASER- 8.5 X 11 INCH, AVE-5884  Reference Requisition: PR700090003  Funding Information: ----- \$56.72	4.00	BBL	14.180	56.72	
0011	INK JET-8.5 X 11 INCH, MATTE, AVE-8324 INK JET-8.5 X 11 INCH, MATTE, AVE-8324  Reference Requisition: PR700090003  Funding Information: ----- \$41.12	2.00	BOX	20.560	41.12	
0012	INK JET-8.5 X 11 INCH, GLOSSY, AVE-8384 INK JET-8.5 X 11 INCH, GLOSSY, AVE-8384  Reference Requisition: PR700090003  Funding Information: ----- \$65.97	3.00	BOX	21.990	65.97	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$163.81

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0013	1 X 2 5/8, 30 PER SHEET, AVE-5960 1 X 2 5/8, 30 PER SHEET, AVE-5960  Reference Requisition: PR700090003  Funding Information: ----- \$91.66	1.00	BOX	91.660	91.66	
0014	2 X 4, 10 PER SHEET, AVE-5963 2 X 4, 10 PER SHEET, AVE-5963  Reference Requisition: PR700090003  Funding Information: ----- \$91.66	1.00	BOX	91.660	91.66	
0015	3 1/3 X 4, 6 PER SHEET, AVE-5264 3 1/3 X 4, 6 PER SHEET, AVE-5264  Reference Requisition: PR700090003  Funding Information: ----- \$73.50	6.00	BOX	12.250	73.50	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$256.82

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DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0016	INK JET, WHITE MATTE, AVE-8691 INK JET, WHITE MATTE, AVE-8691  Reference Requisition: PR700090003  Funding Information: 7009 - - 1750HQ - 2009 - 10 - PEDO - - E7000000 - 174000 - - 26960 - - 6100 - 6600 - 11 - - N96006 \$399.90	10.00	BOX	39.990	399.90	
0017	CD Cases Mfrg Code: SDS/VCDCASE Item SKU: pp-vcdcase/c  17% off with coupon code: LB17  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96008 \$220.00	1,000.00	EA	0.220	220.00	
0018	Case of Paper Paper 11" x 17" (5 rems) - item #238105, Model 10502-3  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96007 \$69.95	1.00	CASE	69.950	69.95	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$689.85

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0019	Tent Cards  Laser & Ink Jet, White matte, 3.5 x 11, AVE-5309 50 sheets per box  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96005 \$89.80	4.00	BOX	22.450	89.80	
0020	Name Badges  3 x 4, AVE-5392 50 sheets per box  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96005 \$44.90	2.00	BOX	22.450	44.90	
0021	Names Badges  2.25 x 3.5, AVE-5390 50 sheets per box  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96005 \$44.90	2.00	BOX	22.450	44.90	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$179.60**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0022	Cardstock white, 65 lb, paper - WAU-22401 250 sheet per pack  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E7000000 - 174001 - - 26960 - - 6100 - 6600 - 11 - - N96005 \$149.10	6.00	PKG	24.850	149.10	
0023	Wastebasket Rubbermaid 7-gallon wastebasket, black - #124867  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$13.58	2.00	EA	6.790	13.58	
0024	Instant Easel Quartet Heavy Duty Instant Easel, portable, collapses to travel size, #462177, Model 27E  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$37.99	1.00	EA	37.990	37.99	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ➡ \$200.67

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0025	Vision Saver Plus Pro Desk Lamp with 13 watt natural bulb included #615763, Model J83K2R OTT-Lite  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$29.99	1.00	EA	29.990	29.99	
0026	Black Mesh Wire - 3 Tier Desk Shelf #827873, Model 11957-CC  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$16.99	1.00	EA	16.990	16.99	
0027	Hanging File Folders 50/box - #266262  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$38.97	3.00	BOX	12.990	38.97	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$85.95

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0028	Small Ruberized Flashlight #39165m - model PCVPYA  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$4.29	1.00	EA	4.290	4.29	
0029	Rechargeable Batteriss Size AA - #517467  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155401 - - 26960 - - 6100 - 6600 - 11 - - N96031 \$12.49	1.00	EA	12.490	12.49	
0030	Multipurpose Paper 8 1/2 x 11 - Item #513096  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155901 - - 26960 - - 6100 - 6600 - 11 - - N96029 \$74.00	2.00	CASE	37.000	74.00	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$90.78**

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0031	Post-Its Item #609828, Model #654-CYP-24VA  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155A01 - - 26960 - - 6100 - 6600 - 11 - - N96030 \$53.98	2.00	PKG	26.990	53.98	
0032	Padded Mailers/Envelopes Item #427577, Model #00-10990  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155A01 - - 26960 - - 6100 - 6600 - 11 - - N96030 \$12.99	1.00	EA	12.990	12.99	
0033	Self-Sealing Catalog Envelopes Item #479888, Model #479888/14237  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155A01 - - 26960 - - 6100 - 6600 - 11 - - N96030 \$37.49	1.00	BOX	37.490	37.49	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i)** ⇒ \$104.46

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 11/13/2008	CONTRACT NO.	ORDER NO. DTMA1V09022
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0034	HP 15A Toner Cartridge Item #452823, Model #C7115A  Funding Information: 7091 - - 750HQ - 2009 - 10 - 10PE - DO - E5000000 - 155A01 - - 26960 - - 6100 - 6600 - 11 - - N96030 \$136.58	2.00	EA	68.290	136.58	
0035	Ring Binder 1" Rigid Three Ring Binder w/clear overlay for insert on front cover NSN #20347087510012034708  Funding Information: 7009 - - 1750HQ - 2009 - 10 - 10PE - DO - E2300000 - 123003 - - 26960 - - 6100 - 6600 - 11 - - N96016 \$56.75	25.00	EA	2.270	56.75	

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$193.33**

**Address Detail**

**Title**  
OFFICE SUPPLIES Staples

**Document Number**  
DTMA1V09022

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**Shipping Addresses**

Code	Detail	Code	Detail
0001	<p><b>Org:</b> DOT/Maritime Administration, MAR-500 <b>Addr:</b> 1200 New Jersey Ave., SE, MAR500, W28-201</p> <p>Washington DC 20590 <b>Attn:</b> ROGER BOHNERT, Deputy Associate Administrat <b>Phone:</b> (202) 366-0720 ext. <b>Fax:</b> ( ) - ext.</p>	0002	<p><b>Org:</b> DOT/Maritime Administration, MAR-700 <b>Addr:</b> 1200 New Jersey Ave., SE MAR380, W28-201</p> <p>Washington DC 20590 <b>Attn:</b> Jean McKeever, Associate Administrator <b>Phone:</b> (202) 366-5737 ext. <b>Fax:</b> ( ) - ext.</p>

**Invoice Addresses**

Code	Detail
0001	<p><b>Org:</b> DOT/ Enterprise Services Center (ESC) OFO/FAA, <b>Addr:</b> MARAD A/P Branch, AMZ-150 PO Box 25710</p> <p>Oklahoma City OK 73125 <b>Attn:</b> Tammy Curnett, Lead Accounting Technician <b>Phone:</b> (405) 954-2063 ext. <b>Fax:</b> (405) 954-9573 ext.</p>

**Requisitioning Office Addresses**

Code	Detail
0001	<p><b>Org:</b> DOT/Maritime Administration, MAR-700 <b>Addr:</b> 1200 New Jersey Ave., SE MAR380, W28-201</p> <p>Washington DC 20590 <b>Attn:</b> Jean McKeever, Associate Administrator <b>Phone:</b> (202) 366-5737 ext. <b>Fax:</b> ( ) - ext.</p>

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## COMMERCIAL CLAUSES

### 1 52.252-02 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://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.211-16	Variation in Quantity	April 1984
52.213-02	Invoices	April 1984
52.213-03	Notice to Supplier	April 1984
52.217-03	Evaluation Exclusive of Options	April 1984
52.217-05	Evaluation of Options	July 1990
52.217-06	Option for Increased Quantity	March 1989
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act of 1965	November 2007
52.222-47	Reserved	June 2006
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-16	Progress Payments	April 2003
52.232-18	Availability of Funds	April 1984
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.242-15	Stop-Work Order	August 1989
52.243-01	Changes--Fixed Price	August 1987
52.245-04	Reserved	June 2007
52.246-01	Contractor Inspection Requirements	April 1984
52.246-16	Responsibility for Supplies	April 1984
52.247-29	F.o.b. Origin	February 2006
52.247-34	F.o.b. Destination	November 1991
52.247-35	F.o.b. Destination, Within Consignee's Premises	April 1984
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984

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52.249-08	Default (Fixed-Price Supply and Service)	April 1984
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2      52.219-01      SMALL BUSINESS PROGRAM REPRESENTATIONS      MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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 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—

(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.

(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

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(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) That 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.

3      52.252-01      SOLICITATION PROVISIONS INCORPORATED BY      FEBRUARY 1998  
REFERENCE

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the

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appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

4      52.252-02      CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 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://acquisition.gov/far/current/html/FARTOCP52.html>

5      MCL.L-2      AGENCY PROTESTS

AUGUST 2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and

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regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.