

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | |
|---|---|--|----------------|----------------------|
| 1. DATE OF ORDER 08/27/2009 | 2. CONTRACT NO. (If any) | 6. SHIP TO: Susan Petersen Lubow | | |
| 3. ORDER NO. DTMA1V09270 | 4. REQUISITION/REFERENCE NO. PRMMA090122 | a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY | | |
| 5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 | | b. STREET ADDRESS Physical Education/Athletics | | |
| Washington DC 20590 | | c. CITY Kings Point | d. STATE NY | e. ZIP CODE 11024 |

| | |
|---------------------------------|-------------|
| 7. TO: a. NAME OF CONTRACTOR | f. SHIP VIA |
|---------------------------------|-------------|

| | | | | |
|--|----------------|---|--|--|
| b. COMPANY NAME Patterson Comapnies, Inc. | | 8. TYPE OF ORDER | | |
| c. STREET ADDRESS 1031 Mendota Heights Road | | <input checked="" type="checkbox"/> a. PURCHASE | <input type="checkbox"/> 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 Saint Paul | e. STATE MN | f. ZIP CODE 55120-1419 | 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 7009 - - 1750MA - 2009 - - 1INP - - 000014 - 0000530 - - 700 - - 2606 - 0 - 6100 - 6600 - | 10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY |
|---|---|

| | |
|--|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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 | 12. F.O.B. POINT 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) |
|--------------|-----------------------------|----------------------|----------|----------------|------------|-----------------------|
| | SEE LINE ITEM DETAIL | | | | | |

| | | | | | |
|-------------------------------------|---|---------------------------|----------------------|-------------|--------------------------|
| 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 | \$15,504.23 | 17(i) GRAND TOTAL |

| | |
|--|---|
| 22. UNITED STATES OF AMERICA BY (Signature)  | 23. NAME (Typed) Judy A. Bowers TITLE: CONTRACTING/ORDERING OFFICER |
|--|---|

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

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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) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001 | <i>Ship T: U.S. Merchant Marine Academn Department of Athletics Attn: Sue Peterson Lubowr 300 SteamboatRoad Kings Point, NY 11024</i> J&J Coach J&J Coach 1.5" x 15 yd (32 rls/case) - Item #32044M Reference Requisition: PRMMA090122 | 40.00 | EA | 36.960 | 1,478.40 | |
| 0002 | Stretch Tape Pro's Choice Athletic Stretch Tape (3" x 7.5 yds, 16 rls/cs - Item #94760) Reference Requisition: PRMMA090122 | 40.00 | EA | 36.350 | 1,454.00 | |
| 0003 | Tape Spray Mueller Pre-Tape Spray - Item #12340C Reference Requisition: PRMMA090122 | 2.00 | CASE | 37.550 | 75.10 | |
| 0004 | Elastikon 1" x 5 yds 12 bx/cs - Item #84400C Reference Requisition: PRMMA090122 | 4.00 | EA | 149.940 | 599.76 | |
| 0005 | Elastikon 3" - Item 84500 Reference Requisition: PRMMA090122 | 4.00 | EA | 46.150 | 184.60 | |
| 0006 | Powerflex 2" x 6 yds 24/cs - Item #37901 Reference Requisition: PRMMA090122 | 40.00 | EA | 25.100 | 1,004.00 | |
| 0007 | Medilyte 250 packets/bx - Item #35007M Reference Requisition: PRMMA090122 | 6.00 | EA | 12.290 | 73.74 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$4,869.60

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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0008 | Latex Gloves 100/box Medium 10 bx/cs - Item #15009C Reference Requisition: PRMMA090122 | 2.00 | CASE | 33.330 | 66.66 | |
| 0009 | Standard Thigh Support Medium - Item 5585-46 Reference Requisition: PRMMA090122 | 15.00 | EA | 5.000 | 75.00 | |
| 0010 | Standard Thigh Support Large - Item #5585-47 Reference Requisition: PRMMA090122 | 15.00 | EA | 5.000 | 75.00 | |
| 0011 | Standard Thigh Support X-Large, Item #5585-48 Reference Requisition: PRMMA090122 | 10.00 | EA | 5.000 | 50.00 | |
| 0012 | Lace Pads Cramer Heel and Lace Pads, 2000/box - Item #28052M Reference Requisition: PRMMA090122 | 6.00 | BOX | 12.650 | 75.90 | |
| 0013 | Tubular Compression No Wrap Tubular Compression, 3" x 10 yds - Black - Item #2643-28-01 Reference Requisition: PRMMA090122 | 4.00 | EA | 19.460 | 77.84 | |
| 0014 | Tubular Compression No Wrap Tubular Compression, 4" x 20 yds - Black - Item #2643-29-01 Reference Requisition: PRMMA090122 | 3.00 | EA | 23.680 | 71.04 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$491.44

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| DATE OF ORDER 08/27/2009 | CONTRACT NO. | ORDER NO. DTMA1V09270 |
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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0015 | Throat lozenges Cepacol Throat lozenges, 648/carton - Item #44010M Reference Requisition: PRMMA090122 | 2.00 | EA | 32.480 | 64.96 | |
| 0016 | Antifungal Creme Tineacide Antifungal Creme, 1.25 oz bottle, Item #900261 Reference Requisition: PRMMA090122 | 15.00 | EA | 7.000 | 105.00 | |
| 0017 | Sports Bittle Powerade Sports Bottle, Item #2630-10 Reference Requisition: PRMMA090122 | 100.00 | EA | 2.090 | 209.00 | |
| 0018 | Adherent Pads Kendall Telfa Non Adherent Pads, 3" x 4", Item #29008M Reference Requisition: PRMMA090122 | 12.00 | EA | 10.670 | 128.04 | |
| 0019 | Sponges Dukai New Sponges, 3x3" bag of 200, Item #33624M Reference Requisition: PRMMA090122 | 36.00 | EA | 0.840 | 30.24 | |
| 0020 | Fabric Strips Flexible Fabric Strips, 1" x 3" 1300/cs, Item #21048 Reference Requisition: PRMMA090122 | 2.00 | CASE | 26.880 | 53.76 | |
| 0021 | Hibiciens gallons, Item #69134 Reference Requisition: PRMMA090122 | 5.00 | GAL | 44.720 | 223.60 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$814.60

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|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0022 | Hibiclens 16 oz with pump, Item #69132 Reference Requisition: PRMMA090122 | 3.00 | EA | 9.300 | 27.90 | |
| 0023 | Medicidin-D 250/2's - Item #45001M Reference Requisition: PRMMA090122 | 2.00 | EA | 18.200 | 36.40 | |
| 0024 | Medikoff Drops Item #46097M Reference Requisition: PRMMA090122 | 2.00 | EA | 17.980 | 35.96 | |
| 0025 | Flexiwrap 6" 6 rls/cs with handle, Item #17703 Reference Requisition: PRMMA090122 | 30.00 | CASE | 37.310 | 1,119.30 | |
| 0026 | Ankle Brace Don Joy Velocity Ankle Brace, Right - Item #2604-83 Reference Requisition: PRMMA090122 | 1.00 | EA | 65.380 | 65.38 | |
| 0027 | Knee Strap McDavid Jumper Knee Strap, Item \$41401 Reference Requisition: PRMMA090122 | 30.00 | EA | 5.740 | 172.20 | |
| 0028 | Wrist Brace Mueller Wrist Brace, Black - Item #2222 Reference Requisition: PRMMA090122 | 15.00 | EA | 7.790 | 116.85 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$1,573.99

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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0029 | Knee Support McDavid 426 Knee Support with Sewn, Medium - Item #56392 Reference Requisition: PRMMA090122 | 8.00 | EA | 18.000 | 144.00 | |
| 0030 | Knee Support McDavid 426 Knee Support with Sewn, Large - Item #56393 Reference Requisition: PRMMA090122 | 6.00 | EA | 18.000 | 108.00 | |
| 0031 | Hinge Brace McDavid 429T Deluxe Hinge Brace, XL - Item #11563 Reference Requisition: PRMMA090122 | 5.00 | EA | 38.510 | 192.55 | |
| 0032 | Hinge Brace McDavid 429T Deluxe Hinge Brace, Medium - Item #11561 Reference Requisition: PRMMA090122 | 6.00 | EA | 38.510 | 231.06 | |
| 0033 | Linemen Brace M202 Knee Linemen Brace, Tall - Item #55750 Reference Requisition: PRMMA090122 | 30.00 | EA | 43.880 | 1,316.40 | |
| 0034 | Adhesive Back Foam with Adhesive Back, 1/4" - Item #63260 Reference Requisition: PRMMA090122 | 3.00 | EA | 7.480 | 22.44 | |
| 0035 | Cast Cover Foam Cast Cover - Item #66235 Reference Requisition: PRMMA090122 | 1.00 | EA | 16.960 | 16.96 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$2,031.41

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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0036 | AED Pads Zoll AED Pads, Item #65256M Reference Requisition: PRMMA090122 | 3.00 | EA | 169.000 | 507.00 | |
| 0037 | Pre Wrap Cramer Pre Wrap, 48 rls/cs - Item #28038M Reference Requisition: PRMMA090122 | 5.00 | CASE | 24.960 | 124.80 | |
| 0038 | Skin Barrier 2nd Skin Barrier, 1" squares - Item #35650 Reference Requisition: PRMMA090122 | 2.00 | EA | 19.100 | 38.20 | |
| 0039 | Skin Barrier 2nd Skin Barrier, 3" circles, Item #35690 Reference Requisition: PRMMA090122 | 1.00 | EA | 28.300 | 28.30 | |
| 0040 | Cortizone Cream Hydro Cortizone Cream, tube - Item #69135 Reference Requisition: PRMMA090122 | 6.00 | EA | 1.250 | 7.50 | |
| 0041 | Fresh Eyes 4 oz bottle, Item #68710 Reference Requisition: PRMMA090122 | 2.00 | EA | 3.920 | 7.84 | |
| 0042 | Eye Wash 8 oz bottle, Item #559553 Reference Requisition: PRMMA090122 | 3.00 | EA | 3.350 | 10.05 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$723.69

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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0043 | Aminofen Max 250/2's - Item #77704 Reference Requisition: PRMMA090122 | 3.00 | EA | 11.060 | 33.18 | |
| 0044 | Diphen 200/1's - Item #45040M Reference Requisition: PRMMA090122 | 1.00 | EA | 6.800 | 6.80 | |
| 0045 | Decongestant Sinus Decongestant, 250/2's - Item #2628-94 Reference Requisition: PRMMA090122 | 1.00 | EA | 16.180 | 16.18 | |
| 0046 | Conductor Gel 5 liter - Item #71821 Reference Requisition: PRMMA090122 | 3.00 | LTRS | 11.740 | 35.22 | |
| 0047 | Electrode pads 2" x 2" Square Electrode Pads, 10 pks - Item #72003C Reference Requisition: PRMMA090122 | 3.00 | EA | 31.480 | 94.44 | |
| 0048 | Strap Stretch OUt Strap, Item #2659-202 Reference Requisition: PRMMA090122 | 2.00 | EA | 10.880 | 21.76 | |
| 0049 | Dyna Disc Blue - Item #28956 Reference Requisition: PRMMA090122 | 2.00 | EA | 11.740 | 23.48 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$231.06

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| DATE OF ORDER 08/27/2009 | CONTRACT NO. | ORDER NO. DTMA1V09270 |
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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0050 | Plastic Cups 5 ox, 2500 cups/cs Reference Requisition: PRMMA090122 | 15.00 | CASE | 33.800 | 507.00 | |
| 0051 | Stick It box of 100 Reference Requisition: PRMMA090122 | 2.00 | BOX | 48.200 | 96.40 | |
| 0052 | No Glare Mueller No Glare, .15 stick - Item #14014 Reference Requisition: PRMMA090122 | 20.00 | EA | 1.160 | 23.20 | |
| 0053 | Arm Sling Clinic Arm Sling, XL - Item #2629-66 Reference Requisition: PRMMA090122 | 15.00 | EA | 2.050 | 30.75 | |
| 0054 | Form Splints Cramer Rapid Form Splints Reference Requisition: PRMMA090122 | 1.00 | EA | 334.540 | 334.54 | |
| 0055 | Arm Cushions Crutch Arm Cushions, pair - Item #33150 Reference Requisition: PRMMA090122 | 10.00 | PR | 1.400 | 14.00 | |
| 0056 | Metatarsal Pads Felt Metatarsal Pads, 1/4" per pag of 100 - Item #60105 Reference Requisition: PRMMA090122 | 1.00 | EA | 12.650 | 12.65 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$1,018.54

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|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0057 | Pre Tape Spray Mueller Non Aerosol Pre Tape Spray, 8 o9z bottle, Item #12100 Reference Requisition: PRMMA090122 | 10.00 | EA | 3.340 | 33.40 | |
| 0058 | Game Ready Unit and Hose, Item #2639-16 Reference Requisition: PRMMA090122 | 1.00 | EA | 1,668.500 | 1,668.50 | |
| 0059 | Game Ready Knee, Item #2665-05 Reference Requisition: PRMMA090122 | 1.00 | EA | 244.950 | 244.95 | |
| 0060 | Game Ready Shoulder-R Large - Item #2665-110 Reference Requisition: PRMMA090122 | 1.00 | EA | 280.450 | 280.45 | |
| 0061 | Game Ready Carry Bag, Item #2639-31 Reference Requisition: PRMMA090122 | 1.00 | EA | 106.500 | 106.50 | |
| 0062 | Game Ready Shoulder L Large - Item #2665-12 Reference Requisition: PRMMA090122 | 1.00 | EA | 280.450 | 280.45 | |
| 0063 | CRYO Cup Item #29040 Reference Requisition: PRMMA090122 | 8.00 | EA | 3.530 | 28.24 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$2,642.49

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|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0064 | Plastume Finger Splints Item #39410 Reference Requisition: PRMMA090122 | 1.00 | EA | 54.260 | 54.26 | |
| 0065 | Mouthpieces Cramer Mouthpieces, 100/bag Blue - Item #47305C Reference Requisition: PRMMA090122 | 12.00 | EA | 26.000 | 312.00 | |
| 0066 | Mouthpieces CPR MicroMask Training Mouthpieces Reference Requisition: PRMMA090122 <i>Requisition #.PE 09-11</i> | 15.00 | CASE | 49.410 | 741.15 | |

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| | | | |
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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 |
|-----------|--|---------------|
| 52.211-16 | Variation in Quantity | April 1984 |
| 52.213-02 | Invoices | April 1984 |
| 52.213-03 | Notice to Supplier | April 1984 |
| 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 |
| 52.223-06 | 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 | July 2009 |
| 52.232-18 | Availability of Funds | April 1984 |
| 52.232-25 | Prompt Payment | October 2008 |
| 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 |
| 52.245-02 | Government Property Installation Operation Services | June 2007 |
| 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 |
| 52.249-08 | Default (Fixed-Price Supply and Service) | April 1984 |

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].

| | | | |
|--|------------------------------------|--|---------------|
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(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

(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).

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"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 52.222-42 **STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989**
HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits _____

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4 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 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>

5 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>

6 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.

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(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 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.