

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 12 PAGES
1. REQUEST NO. N00253-04-Q-0329	2. DATE ISSUED 04 SEP 24	3. REQUISITION/PURCHASE REQUEST NO. 0099X 42292T01		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO
5a. ISSUED BY SUPPLY OFFICER (CODE 182) NAVAL UNDERSEA WARFARE CTR, DK				6. DELIVER BY (Date) 04 NOV 01	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME 610 DOWELL ST KEYPORT, WA 98345-7610 JUDITH WALLS		TELEPHONE NUMBER AREA CODE NUMBER 360 396-5163 FAX: 360 396-7036		9. DESTINATION N00253	
8. TO:		a. NAME OF CONSIGNEE BUILDING 893 SUPPLY OFFICER NAVAL UNDERSEA WARFARE CTR, DK			
a. NAME		b. COMPANY		b. STREET ADDRESS 610 DOWELL ST	
c. STREET ADDRESS					
d. CITY		e. STATE		f. ZIP CODE	
		WA		98345-7610	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 04 OCT 06			IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>NOTE: IF UNABLE TO OFFER DELIVERY ON/OR BEFORE DATE WE REQUESTED, PLEASE OFFER YOUR BEST DELIVERY IN TERMS OF WEEKS, ARO (AFTER ORDER RECEIPT)</p> <p>REQN. NO. 0099X /42292T01</p> <p>ITEM NAME: WIRE SPLICE KIT, FOR TORPEDO, MK 48; CONFORMING TO NAVY DWGS: 5545977-2 REV C AND ASSOCIATED NAVY DWGS: 5545979 REV A, 5545983 REV C, 5545981 REV A, 5545978 REV B, 5545982 REV A AND 5545989 NO REV</p> <p>DESCRIPTION: CONSISTS OF: 1 EACH CONTACT ASSEMBLY; 1 HOUSING, MALE, 1 BAG, PLASTIC 3" X 4"</p> <p>NOTE: FOR ABOVE WIRE SPLICE KIT, NSN: 5940011459299 APPLIES</p> <p>PLEASE ALLOW 20 DAYS FOR ACCEPTANCE AT DESTINATION.</p> <p>ATTACHMENT (A) DESTINATION INSPECTION/ACCEPTANCE WILL APPLY</p> <p>DRAWINGS ARE AVAILABLE ELECTRONICALLY, UPON REQUEST; BUT ARE RESTRICTED DISTRIBUTION DUE TO THE ARMS EXPORT CONTROL ACT. SEND WRITTEN REQUEST FOR DWGS, TOGETHER WITH VENDOR NAME, ADDRESS, CAGE CODE AND E-MAIL ADDRESS OF PERSON CERTIFIED/</p>	600	KT		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

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## SECTION B SUPPLIES/SERVICES

ITEM	SUPPLIES/SERVICES	QUANTITY	UI	U-PRICE	AMOUNT
	AUTHORIZED TO RECEIVE DWGS, PLUS A COPY OF DD FORM 2345 (ATT.(B)) CERTIFIED -- TO JUDITH WALLS. FX: 360-396-7036 JWALLS@KPT.NUWC.NAVY.MIL THIS GROUP OF DRAWINGS ARE REST- RICTED FOR DISTRIBUTION ONLY TO VENDORS CURRENTLY REGISTERED WITH DLIS (DEFENSE LOGISTICS INFO SVC JOINT CERTIFICATION PRO GRAM (JCP)). THEIR PHONE NUMBER: 888-352-9333 E-MAIL: WWW.DLIS.DLA.MIL/JCP/  DRAWINGS REFERENCE MILSPEC (MILITARY SPECIFICATIONS). THIS INFORMATION CAN BE ACCESSED ON LINE AT: HTTP://ASSIST.DAPS.DLA.MIL/ THIS SITE OFFERS ELECTRONIC COPY				

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SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	600 KT	04-NOV-01

SECTION L INSTRUCTIONS AND CONDITIONS

SUP 5252.213-9401 NOTICE TO PROSPECTIVE SUPPLIERS

APR 1997

(A) THIS PROCUREMENT IS SUBJECT TO THE NAVY'S RED/YELLOW/GREEN (RYG) PROGRAM. RYG IS AUTHORIZED BY THE ASSISTANT SECRETARY OF THE NAVY (RESEARCH, DEVELOPMENT, AND ACQUISITION) FOR USE IN THE ACQUISITION OF SUPPLIES AND SERVICES USED TO BUILD, MAINTAIN AND OPERATE THE FLEET.

(B) THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO THE SUPPLIER WHOSE QUOTE REPRESENTS THE BEST VALUE TO THE GOVERNMENT. AS, SUCH, THE BASIS FOR AWARD WILL INCLUDE AN EVALUATION OF EACH SUPPLIER'S PAST PERFORMANCE HISTORY FOR THE FEDERAL SUPPLY CLASS(ES) OR SERVICE CODES(S) (FSCs) OF THE SUPPLIES AND SERVICES BEING PURCHASED. THE PRICE TO BE CONSIDERED IN DETERMINING BEST VALUE WILL BE THE EVALUATED PRICE AFTER APPLICATION OF TECHNICAL EVALUATION ADJUSTMENTS (TEAS).

(C) THE PROCEDURES DESCRIBED IN THE CLAUSE ENTITLED, "ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE - NAVY RED/YELLOW/GREEN PROGRAM (APR 1997)", WILL BE USED TO ASSIST IN DETERMINING BEST VALUE FOR THE GOVERNMENT.

SUP 5252.213-9402

ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE - NAVY RED/YELLOW/GREEN PROGRAM

APR 1997

(A) THIS PROCUREMENT IS SUBJECT TO THE NAVY'S RED/YELLOW/GREEN (RYG) PROGRAM, AUTHORIZED BY THE ASSISTANT SECRETARY OF THE NAVY (RESEARCH, DEVELOPMENT AND ACQUISITION) FOR USE BY PARTICIPATING ACTIVITIES DURING THE ACQUISITION OF SUPPLIES AND SERVICES USED TO BUILD, MAINTAIN, AND OPERATE THE FLEET.

(B) THE PURPOSE OF RYG IS TO ASSIST CONTRACTING PERSONNEL DURING SOURCE SELECTION TO DETERMINE THE BEST VALUE FOR THE GOVERNMENT. THE PROGRAM USES ACCUMULATED SUPPLIER BEST PERFORMANCE DATA TO CLASSIFY EACH SUPPLIER'S PERFORMANCE BY FEDERAL SUPPLY CLASS(ES) OR SERVICE CODE(S) (FSCs) AS EITHER RED (HIGH RISK), YELLOW (MODERATE RISK), GREEN (LOW RISK) OR NEUTRAL (NO RISK ESTABLISHED).

(C) TO ASSIST IN SOURCE SELECTION, A MONETARY ASSESSMENT IN THE FORM OF A TECHNICAL EVALUATION ADJUSTMENT (TEA) IS ADDED TO EACH SUPPLIER'S QUOTE

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SECTION L INSTRUCTIONS AND CONDITIONS

HAVING A RED OR YELLOW CLASSIFICATION FOR THE FSC INVOLVED. THE DOLLAR AMOUNT OF THE RED OR YELLOW TEA ASSESSMENT IS BASED ON THE COST TO THE GOVERNMENT OF EFFECTING ADDITIONAL ACTIONS REQUIRED TO ASSURE PERFORMANCE BY A SUPPLIER WITH AN UNSATISFACTORY PERFORMANCE HISTORY FOR THE FSC(s) INVOLVED. NO TEA IS ASSESSED FOR A SUPPLIER HAVING EITHER A GREEN OR NEUTRAL FSC RYG CLASSIFICATION. FOR PURPOSES OF THE RYG PROGRAM, A NEUTRAL CLASSIFICATION IS ASSIGNED TO SUPPLIERS WHO ARE FIRST TIME QUOTERS TO THE GOVERNMENT FOR THE FSC(s) INVOLVED, SUPPLIERS OTHERWISE HAVING NO PERFORMANCE DATA IN THE RYG DATABASE FOR THE FSC(s) INVOLVED, AND SUPPLIERS WHOSE PAST PERFORMANCE DATA IN THE RYG DATABASE FOR THE FSC(s) INVOLVED ARE OVER THREE YEARS OLD. AFTER CONSIDERATION OF ANY OTHER PERTINENT, PRICE-RELATED FACTORS (E.G., TRANSPORTATION CHARGES, FIRST ARTICLE TESTING, DISCOUNT TERMS), THE ADJUSTED PRICE BECOMES THE BASIS FOR DETERMINING AWARD. A SUPPLIER'S RYG CLASSIFICATION MAY CHANGE OVER TIME AS NEW OR REVISED PERFORMANCE DATA BECOMES AVAILABLE.

(D) RYG CLASSIFICATIONS ARE SUMMARIZED AS FOLLOWS:

(1) GREEN IS LOW RISK. NO PERFORMANCE ASSURANCE ACTIONS ARE CONSIDERED NECESSARY. NO TEA WILL BE ASSESSED.

(2) YELLOW IS MODERATE RISK. ADDITIONAL PERFORMANCE ASSURANCE ACTIONS ARE CONSIDERED NECESSARY. A TEA WILL BE APPLIED TO THE PROSPECTIVE SUPPLIER'S PRICE TO REFLECT THE GOVERNMENT'S ESTIMATED ADDITIONAL COSTS.

(3) RED IS HIGH RISK. SIGNIFICANT ADDITIONAL PERFORMANCE ASSURANCE REQUIREMENTS ARE CONSIDERED NECESSARY. A TEA WILL BE APPLIED TO THE PROSPECTIVE SUPPLIER'S PRICE TO REFLECT THE GOVERNMENT'S ESTIMATED ADDITIONAL COSTS.

(4) NEUTRAL IS NO RISK ESTABLISHED. NO TEA IS ASSESSED; NEVERTHELESS, ADDITIONAL PERFORMANCE ASSURANCE REQUIREMENTS MAY BE CONSIDERED NECESSARY TO ASSURE QUALITY AND ON-TIME DELIVERY.

(E) RYG CLASSIFICATIONS FOR ALL APPLICABLE FSCs ARE ESTABLISHED MONTHLY FOR EACH SUPPLIER AND PROVIDED TO THEM. SUPPLIERS MAY ADDRESS QUESTIONS ABOUT THEIR FSC RYG CLASSIFICATIONS TO THE NAVAL SEA SYSTEMS COMMAND DETACHMENT, NAVAL MATERIAL QUALITY ASSESSMENT OFFICE (NMQAO), FEDERAL BUILDING, ROOM 400, 80 DANIEL STREET, PORTSMOUTH, NH 03801-3884, TELEPHONE (603)431-9460, EXT 464. SUPPLIERS MAY ALSO ASSESS THEIR INDIVIDUAL FSC RYG CLASSIFICATIONS THROUGH THE AUTOMATED VENDOR ACCESS PROGRAM. TO OBTAIN AUTOMATED ACCESS, WRITTEN REQUESTS MUST BE SUBMITTED ON COMPANY LETTERHEAD TO NMQAO AT THE ADDRESS ABOVE. THE REQUEST MUST INCLUDE THE REQUESTOR'S NAME, TITLE, COMPANY NAME, ADDRESS, TELEPHONE NUMBER AND CONTRACTOR AND GOVERNMENT ENTITY (CAGE) CODE. THE CAGE CODE IS MANDATORY. IN RESPONSE, NMQAO WILL PROVIDE EACH SUPPLIER, WITHOUT CHARGE, WITH AN INDIVIDUAL PASSWORD, ALL REQUIRED SOFTWARE, AND INFORMATION ON ACCESSING ITS INDIVIDUAL DATA. ADDITIONAL INFORMATION ON THE AUTOMATED VENDOR ACCESS PROGRAM IS AVAILABLE BY CALLING (603)431-9460, EXT 464.

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SECTION L INSTRUCTIONS AND CONDITIONS

INSPECTION AND ACCEPTANCE SHALL BE MADE AT DESTINATION BY A REPRESENTATIVE OF THE GOVERNMENT.

IN ACCORDANCE WITH FAR 32.904(b)(1)(B)(4), THE CONTRACTING OFFICER HAS DETERMINED THAT MORE THAN SEVEN (7) DAYS ARE NEEDED FOR CONSTRUCTIVE ACCEPTANCE. PLEASE NOTE THAT PARAGRAPH (a)(5)(i) OF FAR CLAUSE 52.232-25, "PROMPT PAYMENT," INCORPORATED HEREIN, IS MODIFIED TO READ 20 DAYS FOR CONSTRUCTIVE ACCEPTANCE.

OR PERFORMED THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT, UNLESS THERE IS A DISAGREEMENT OVER QUANTITY, QUALITY, OR CONTRACTOR COMPLIANCE WITH A CONTRACT PROVISION.

PAYMENT WILL BE DUE THE VENDOR IN ACCORDANCE WITH FAR 52.323-(a)(1) DUE DATE

(i) EXCEPT AS INDICATED IN PARAGRAPHS (a)(2) AND (c) OF THIS CLAUSE, THE DUE DATE FOR MAKING INVOICE PAYMENTS BY THE DESIGNATED PAYMENT OFFICE SHALL BE NO LATER THAN THE FOLLOWING TWO EVENTS:

(A) THE 30TH DAY AFTER THE DESIGNATED BILLING OFFICE RECEIVES A PROPER INVOICE FROM THE CONTRACTOR (EXCEPT AS PROVIDED IN PARAGRAPH (a)(1)(ii) OF THIS CLAUSE.

(B) THE 30TH DAY AFTER GOVERNMENT ACCEPTANCE OF SUPPLIES DELIVERED OR SERVICES PERFORMED. FOR A FINAL INVOICE, WHEN THE PAYMENT AMOUNT IS SUBJECT TO CONTRACT SETTLEMENT ACTIONS, ACCEPTANCE IS DEEMED TO OCCUR ON THE EFFECTIVE DATE OF THE CONTRACT SETTLEMENT.

(ii) IF THE DESIGNATED BILLING OFFICE FAILS TO ANNOTATE THE INVOICE WITH THE ACTUAL DATE OF RECEIPT AT THE TIME OF RECEIPT, THE INVOICE PAYMENT DUE DATE IS THE 30TH DAY AFTER THE DATE OF THE CONTRACTOR'S INVOICE; PROVIDED THE DESIGNATED BILLING OFFICE RECEIVES A PROPER INVOICE AND THERE IS NO DISAGREEMENT OVER QUANTITY, QUALITY, OR CONTRACTOR COMPLIANCE WITH CONTRACT REQUIREMENTS.

FAR 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS  
(OTHER THAN COMMERCIAL ITEMS)

JULY 2004

(a) THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES THAT ARE INCORPORATED BY REFERENCE:

(1) THE CLAUSES LISTED BELOW IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDER.

- (i) 52.222-3, CONVICT LABOR (JUN 2003) (E.O. 11755)
  - (ii) 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (E.O. 11246).
  - (iii) 52.222-26, EQUAL OPPORTUNITY (APR 2002) (E.O. 11246)
  - (iv) 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) (E.O.'S 12722, 12724, 13059, 13067, 13121, AND 13129)
  - (v) 52.233-3 PROTEST AFTER AWARD (AUG 1996) (31 U.S.C.3553)
- (2) LISTED BELOW ARE ADDITIONAL CLAUSES THAT APPLY:
- (i) 52.232-1, PAYMENTS (APR 1984)

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- (ii) 52.232-8, DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
  - (iii) 52.532-11, EXTRAS (APR 1984)
  - (iv) 52.232-25, PROMPT PAYMENT (FEB 2002)
  - (v) 52.233-1 DISPUTES (JUL 2002)
  - (vi) 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
  - (vii) 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
- (b) THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING FAR CLAUSES, INCORPORATED BY REFERENCE, UNLESS THE CIRCUMSTANCES DO NOT APPLY:
- (1) THE CLAUSES LISTED BELOW IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDER:
- (i) 52.222-19, CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004) (E.O. 13126). (APPLIES TO CONTRACTS FOR SUPPLIES EXCEEDING THE MICRO-PURCHASE THRESHOLD.)
  - (ii) 52.222-20, WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) (41 U.S.C. 35-45) (APPLIES TO SUPPLY CONTRACTS OVER \$10,000 IN THE UNITED STATES, PUERTO RICO, OR THE U.S. VIRGIN ISLANDS.)
  - (iii) 52.222-35, EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (38 U.S.C. 4212) APPLIES TO CONTRACTS OF \$25,000 OR MORE.
  - (iv) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998) (29 U.S.C. 793) (APPLIES TO CONTRACTS OVER \$10,000, UNLESS THE WORK IS TO BE PERFORMED OUTSIDE THE UNITED STATES BY EMPLOYEES RECRUITED OUTSIDE THE UNITED STATES.) (FOR PURPOSES OF THIS CLAUSE, UNITED STATES INCLUDES THE 50 STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, THE NORTHERN MARIANA ISLANDS, AMERICAN SAMOA, GUAM, THE U.S. VIRGIN ISLANDS, AND WAKE ISLAND.)
  - (v) 52.222-37, EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (38 USC 4212) APPLIES TO CONTRACTS OF \$25,000 OR MORE).
  - (vi) 52.222-41, SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989) (41 U.S.C. 351, et seq.) (APPLIES TO SERVICE CONTRACTS OVER \$2,500 THAT ARE SUBJECT TO THE SERVICE CONTRACT ACT AND WILL BE PERFORMED IN THE UNITED STATES, DISTRICT OF COLUMBIA, PUERTO RICO, THE NORTHERN MARIANA ISLANDS, AMERICAN SAMOA, GUAM, THE U.S. VIRGIN ISLANDS, JOHNSTON ISLAND, WAKE ISLAND, OR OTHER CONTINENTAL SHELF LANDS).
  - (vii) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (E.O. 13148) (APPLIES TO SERVICES PERFORMED ON FEDERAL FACILITIES).
  - (viii) 52.225-1, BUY AMERICAN ACT-SUPPLIES (JUNE 2003) (41 U.S.C. 10a-10d) (APPLIES TO CONTRACTS FOR SUPPLIES AND TO CONTRACTS FOR SERVICES INVOLVING THE FURNISHING OF SUPPLIES, FOR USE WITHIN THE UNITED STATES OR ITS OUTLYING AREAS, IF THE VALUE OF THE SUPPLY CONTRACT OR SUPPLY PORTION OF A SERVICE CONTRACT EXCEEDS THE MICRO-PURCHASE THRESHOLD AND THE ACQUISITION -
    - (A) IS SET ASIDE FOR SMALL BUSINESS CONCERNS; OR
    - (B) CANNOT BE SET ASIDE FOR SMALL BUSINESS CONCERNS (SEE 19.502-2), AND DOES NOT EXCEED \$25,000).
  - (ix) 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003), (APPLIES WHEN THE PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT) AND THE PAYMENT OFFICE USES THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE AS ITS SOURCE OF EFT INFORMATION.)
  - (x) 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER -OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (APPLIES WHEN THE PAYMENT WILL BE MADE BY EFT AND THE PAYMENT OFFICE DOES NOT USE THE CCR DATABASE AS IT SOURCE OF EFT INFORMATION.
  - (xi) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (APR 2003) (46 U.S.C. APPX 1241). (APPLIES

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TO SUPPLIES TRANSPORTED BY OCEAN VESSELS (EXCEPT FOR THE TYPES OF SUBCONTRACTS LISTED AT 47.504(d).)

(2) LISTED BELOW ARE ADDITIONAL CLAUSES THAT MAY APPLY:

- (i) 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JULY 1995) (APPLIES TO CONTRACTS OVER \$25,000).
- (ii) 52.211-17, DELIVERY OF EXPRESS QUANTITIES (SEPT 1989) APPLIES TO FIXED PRICE SUPPLIES).
- (iii) 52.247-29, F.o.b. ORIGIN (JUNE 1988) (APPLIES TO SUPPLIES IF DELIVERY IS f.o.b. ORIGIN).
- (iv) 52.247-34, F.o.b. DESTINATION (NOV 1991) (APPLIES TO SUPPLIES IF DELIVERY IS f.o.b. DESTINATION.)

(c) FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998) THIS CONTACT 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 MAYBE ACCESSED ELECTRONICALLY AT THESE ADDRESSES:

FAR: <http://www.arnet.gov/far/>  
DFAR: <http://www.acq.osd.mil/dp/dfars.html>  
NAPS: <http://www.abm.rda.hq.navy/mil/naps>

(d) INSPECTION/ACCEPTANCE. THE CONTRACTOR SHALL TENDER FOR ACCEPTANCE ONLY THOSE ITEMS THAT CONFORM TO THE REQUIREMENTS OF THIS CONTRACT. THE GOVERNMENT RESERVES THE RIGHT TO INSPECT OR TEST ANY SUPPLIES OR SERVICES THAT HAVE BEEN TENDERED FOR ACCEPTANCE. THE GOVERNMENT MAY REQUIRE REPAIR OR REPLACEMENT OF NONCONFORMING SUPPLIES OR REPERFORMANCE OF NONCONFORMING SERVICES AT NO INCREASE IN CONTRACT PRICE. THE GOVERNMENT MUST EXERCISE ITS POSTACCEPTANCE RIGHTS-

(1) WITHIN A REASONABLE PERIOD OF TIME AFTER THE DEFECT WAS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED; AND

(2) BEFORE ANY SUBSTANTIAL CHANGE OCCURES IN THE CONDITION OF THE ITEM, UNLESS THE CHANGE IS DUE TO THE DEFECT IN THE ITEM.

(e) EXCUSABLE DELAYS. THE CONTRACTOR SHALL BE LIABLE FOR DEFAULT UNLESS NONPERFORMANCE IS CAUSED BY AN OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE CONTRACTOR AND WITHOUT ITS FAULT OR NEGLIGENCE, SUCH AS ACTS OF GOD OR THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, UNUSUALLY SEVERE WEATHER, AND DELAYS OF COMMON CARRIERS. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING AS SOON AS IT IS REASONABLY POSSIBLE AFTER THE COMMENCEMENT OF ANY EXCUSABLE DELAY, SETTING FORTH THE FULL PARTICULARS IN CONNECTION THEREWITH, SHALL REMEDY SUCH OCCURRENCE WITH ALL REASONABLE DEPATCH, AND SHALL PROMPTLY GIVE WRITTEN NOTICE TO THE CONTRACTING OFFICER OF THE CESSATION OF SUCH OCCURRENCE.

(f) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE. THE GOVERNMENT RESERVES THE RIGHT TO TERMINATE THIS CONTRACT, OR ANY PART HEREOF, FOR ITS SOLE CONVENIENCE. IN THE EVENT OF SUCH TERMINATION, THE CONTRACTOR SHALL IMMEDIATELY STOP ALL WORK HEREUNDER AND SHALL IMMEDIATELY CAUSE ANY AND ALL OF ITS SUPPLIERS TO CEASE WORK. SUBJECT TO THE TERMS OF THIS CONTRACT, THE CONTRACTOR SHALL BE PAID A PERCENTAGE OF THE CONTRACT PRICE REFLECTING THE PERCENTAGE OF THE WORK PERFORMED PRIOR TO THE NOTICE OF TERMINATION, PLUS REASONABLE CHARGES THAT THE CONTRACTOR CAN DEMONSTRATE TO THE SATISFACTION OF THE GOVERNMENT, USING ITS STANDARD RECORD KEEPING SYSTEM, HAVE RESULTED FROM THE TERMINATION. THE CONTRACTOR SHALL

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NOT BE REQUIRED TO COMPLY WITH THE COST ACCOUNTING STANDARDS OR CONTRACT COST PRINCIPLES FOR THIS PURPOSE. THIS PARAGRAPH DOES NOT GIVE THE GOVERNMENT ANY RIGHT TO AUDIT THE CONTRACTOR'S RECORDS. THE CONTRACTOR SHALL NOT BE PAID FOR ANY WORK PERFORMED OR COSTS INCURRED THAT REASONABLY COULD HAVE BEEN AVOIDED.

(g) TERMINATION FOR CAUSE. THE GOVERNMENT MAY TERMINATE THIS CONTRACT, OR ANY PART HEREOF, FOR CAUSE IN THE EVENT OF ANY DEFAULT BY THE CONTRACTOR, OR IF THE CONTRACTOR FAILS TO COMPLY WITH ANY CONTRACT TERMS AND CONDITIONS, OR FAILS TO PROVIDE THE GOVERNMENT, UPON REQUEST, WITH ADEQUATE ASSURANCES OF FUTURE PERFORMANCE. IN THE EVENT OF TERMINATION FOR CAUSE, THE GOVERNMENT SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY AMOUNT FOR SUPPLIES OR SERVICES NOT ACCEPTED, AND THE CONTRACTOR SHALL BE LIABLE TO THE GOVERNMENT FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED BY LAW. IF IT IS DETERMINED THAT THE GOVERNMENT IMPROPERLY TERMINATED THIS CONTRACT FOR DEFAULT, SUCH TERMINATION SHALL BE DEEMED A TERMINATION FOR CONVENIENCE.

(h) WARRANTY. THE CONTRACTOR WARRANTS AND IMPLIES THAT THE ITEMS DELIVERED HEREUNDER ARE MERCHANTABLE AND FIT FOR USE FOR THE PARTICULAR PURPOSE DESCRIBED IN THIS CONTRACT.

(END OF CLAUSE)

DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALT A NOV 2003

(a) DEFINITIONS. AS USED IN THIS CLAUSE --

"CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE" MEANS THE PRIMARY GOVERNMENT REPOSITORY FOR CONTRACTOR INFORMATION REQUIRED FOR THE CONDUCT OF BUSINESS WITH THE GOVERNMENT.

"COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE" MEANS --

(1) A CODE ASSIGNED BY THE DEFENSE LOGISTICS INFORMATION SERVICE (DLIS) TO IDENTIFY A COMMERCIAL OR GOVERNMENT ENTITY; OR

(2) A CODE ASSIGNED BY A MEMBER OF THE NORTH ATLANTIC TREATY ORGANIZATION THAT DLIS RECORDS AND MAINTAINS IN THE CAGE MASTER FILE. THIS TYPE OF CODE IS KNOWN AS AN "NCAGE CODE."

"DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER" MEANS THE 9-DIGIT NUMBER ASSIGNED BY DUN AND BRADSTREET, INC. (D&B) TO IDENTIFY UNIQUE BUSINESS ENTITIES.

"DATA UNIVERSAL NUMBERING SYSTEM +4 (DUNS+4) NUMBER" MEANS THE DUNS NUMBER ASSIGNED BY D&B PLUS A 4-CHARACTER SUFFIX THAT MAY BE ASSIGNED BY A BUSINESS CONCERN. (D&B HAS NO AFFILIATION WITH THIS 4-CHARACTER SUFFIX.) THIS 4-CHARACTER SUFFIX MAY BE ASSIGNED AT THE DISCRETION OF THE BUSINESS CONCERN TO ESTABLISH ADDITIONAL CCR RECORDS FOR IDENTIFYING ALTERNATIVE ELECTRONIC FUNDS TRANSFER (EFT) ACCOUNTS (SEE SUBPART 32.11 OF THE FEDERAL ACQUISITION REGULATION) FOR THE SAME PARENT CONCERN.

"REGISTERED IN THE CCR DATABASE" MEANS THAT--

(1) THE CONTRACTOR HAS ENTERED ALL MANDATORY INFORMATION, INCLUDING THE DUNS NUMBER OR THE DUNS+4 NUMBER, INTO THE CCR DATABASE.

(2) THE CONTRACTOR'S CAGE CODE IS IN THE CCR DATABASE; AND

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(3) THE GOVERNMENT HAS VALIDATED ALL MANDATORY DATA FIELDS AND HAS MARKED THE RECORDS "ACTIVE."

END OF CLAUSE

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCT 2003

DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM APR 2003  
CERTIFICATE (REVISED JANUARY 13, 2004)

(a) DEFINITIONS. "DOMESTIC END PRODUCT," "QUALIFYING COUNTRY," "AND QUALIFYING COUNTRY END PRODUCT" HAVE THE MEANINGS GIVEN IN THE BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM CLAUSE OF THIS SOLICITATION.

(b) EVALUATION. THE GOVERNMENT -

(1) WILL EVALUATE OFFERS IN ACCORDANCE WITH THE POLICIES AND PROCEDURES OF PART 225 OF THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT; AND

(2) WILL EVALUATE OFFERS OF QUALIFYING COUNTRY END PRODUCTS WITHOUT REGARD TO THE RESTRICTIONS OF THE BUY AMERICAN ACT OR THE BALANCE OF OF PAYMENTS PROGRAM.

(c) CERTIFICATIONS AND IDENTIFICATION OF COUNTRY OF ORIGIN.

(1) FOR ALL LINE ITEMS SUBJECT TO THE BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM CLAUSE OF THIS SOLICITATION, THE OFFEROR CERTIFIES THAT-

(i) FOR EACH END PRODUCT, EXCEPT THOSE LISTED IN PARAGRAPHS (c) (2) OR (3) OF THIS PROVISION, IS A DOMESTIC END PRODUCT; AND

(ii) COMPONENTS OF UNKNOWN ORIGIN ARE CONSIDERED TO HAVE BEEN MINED, PRODUCED OR MANUFACTURED OUTSIDE THE UNITED STATES OR A QUALIFYING COUNTRY.

(2) THE OFFEROR CERTIFIES THAT THE FOLLOWING END PRODUCTS ARE QUALIFYING COUNTRY END PRODUCTS:

LINE ITEM NUMBER COUNTRY OF ORIGIN

(3) THE FOLLOWING END PRODUCTS ARE OTHER FOREIGN END PRODUCTS

LINE ITEM NUMBER COUNTRY OF ORIGIN (IF KNOWN)

(END OF PROVISION)

DFARS 252.225-7001 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM APR 2003

DFARS 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS APR 2003

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a) (1) THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE FOR THIS ACQUISITION IS 335999. [INSERT NAICS CODE].

(2) THE SMALL BUSINESS SIZE STANDARD IS 500. [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 O

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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 SMA 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 THE DATE OF THIS REPRESENTATION, ON THE LIST OF QUALIFIED HUBZON 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, \_\_\_ NOT A JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13CFR 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 MO SERVICE-DISABLED VETERANS OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, NOT LESS THAN 51 PERCENT OF THE STOCK OF WHICH IS OWNE BY ONE OR MORE SERVICE-DISABLED VETERANS AND

(ii) THE MANAGEMENT AND DAILY BUSINESS OPERATION OF WHICH A CONTROLLED BY ONE OR MORE SERVICE-DISABLED VETERANS OR, IN THE CASE OF A SERVICE-DISABLED VETERAN WITH A 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, A DEFINED IN 38 U.S.C. 101(16).

"SMALL BUSINESS CONCERN" MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINA

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IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA 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 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 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, 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.

(END OF PROVISION)

ALTERNATE I (APR 2002). AS PRESCRIBED IN 19.308(a)(2), ADD THE FOLLOWING PARAGRAPH (b)(7) TO THE BASIC PROVISION:

(7) [COMPLETE IF OFFEROR REPRESENTED ITSELF AS DISADVANTAGED IN PARAGRAPH (b)(2) OF THIS PROVISION.] THE OFFEROR SHALL CHECK THE CATEGORY IN WHICH ITS OWNER SHIP FALLS:

- \_\_\_ BLACK AMERICAN.
- \_\_\_ HISPANIC AMERICAN.
- \_\_\_ NATIVE AMERICAN (AMERICAN INDIANS, ESKIMOS, ALEUTS OR NATIVE HAWAIIANS).
- \_\_\_ ASIAN-PACIFIC AMERICAN (PERSONS WITH ORIGINS FROM BURMA, THAILAND, MALAYSIA, INDONESIA, SINGAPORE, BRUNEI, JAPAN, CHINA, TAIWAN, LAOS, CAMBODIA (KAMPUCHEA), VIETNAM, KOREA, THE PHILIPPINES, U.S. TRUST TERRITORY OF THE PACIFIC ISLANDS (REPUBLIC OF PALAU), REPUBLIC OF THE MARSHALL ISLANDS, FEDERATED STATES OF MICRONESIA, THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS, GUAM, SAMOA, MACAO, HONG KONG, FIJI, TONGA, KIRIBATI, TUVALU, OR NAURU).
- \_\_\_ SUBCONTINENT ASIAN (ASIAN-INDIAN) AMERICAN (PERSONS WITH ORIGINS FROM INDIA, PAKISTAN, BANGLADESH, SRI LANKA, BHUTAN, THE MALDIVES ISLANDS, OR NEPAL).
- \_\_\_ INDIVIDUAL/CONCERN, OTHER THAN ONE OF THE PRECEDING.

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FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

JUN 2003

## ACCEPTANCE INSPECTION

Acceptance inspection of lots or batches will be in accordance with American National Standard ANSI/ASQ Z1.4-2003. Unless otherwise specified, attributes, which if defective would prohibit or reduce the usability of the product for its intended purpose, will be inspected at an acceptable quality level (AQL) of 1.0. Attributes which do not materially reduce the usability of the product will be inspected at an AQL of 2.5. Any attribute classified as critical on the technical documentation will be inspected on each unit of product submitted. The right is reserved to reject any unit of product found nonconforming during inspection whether that unit of product forms a part of a sample or not, and whether the lot or batch as a whole is the lot or batch as a whole is accepted or rejected.

**MILITARILY CRITICAL TECHNICAL DATA AGREEMENT**

*(Please read Agency Disclosure Notice, Privacy Act Statement and Instructions on back before completing this form.)*

Form Approved  
OMB No. 0704-0207  
Expires Oct 31, 2004

**MAIL THE ORIGINAL, COMPLETED COPY OF THIS FORM AND A COPY OF YOUR COMPANY'S INCORPORATION CERTIFICATE, STATE/PROVINCIAL BUSINESS LICENSE, SALES TAX IDENTIFICATION FORM OR OTHER DOCUMENTATION WHICH VERIFIES THE LEGITIMACY OF THE COMPANY TO:**

**U.S./CANADA JOINT CERTIFICATION OFFICE  
DEFENSE LOGISTICS INFORMATION SERVICE  
FEDERAL CENTER, 74 WASHINGTON AVE., NORTH  
BATTLE CREEK, MI USA 49017-3084**

<b>1. TYPE OF SUBMISSION (X one)</b>		<b>a. INITIAL SUBMISSION</b>	<b>b. REVISION</b>	<b>c. 5-YEAR RENEWAL</b>
<b>2. ENTERPRISE OR INDIVIDUAL DATA (Referred to as a "certified contractor" upon acceptance of certification by the U.S./Canada - JCO)</b>				
<b>a. NAME (Name of Enterprise or Individual)</b>		<b>b. ADDRESS (Physical address, including P.O. Box if applicable)</b>		
<b>c. NAME OF SUBSIDIARY/DIVISION/DEPARTMENT</b>				
<b>d. CAGE CODE</b>				
<b>3. DATA CUSTODIAN</b>				
<b>a. NAME OR POSITION DESIGNATION (See Instructions)</b>		<b>b. TELEPHONE NUMBER (Include Area Code)</b>		
<b>c. TITLE</b>		<b>d. E-MAIL ADDRESS</b>		
<b>4. DESCRIPTION OF RELEVANT BUSINESS ACTIVITY (Print or type)</b>				
<b>5. AS A CONDITION OF RECEIVING MILITARILY CRITICAL TECHNICAL DATA, THE ENTERPRISE OR INDIVIDUAL CERTIFIES THAT:</b>				
<b>a. CITIZENSHIP/RESIDENCY STATUS.</b> The individual designated either by name or position designation in Item 3, who will act as custodian of the militarily critical technical data on behalf of the contractor, is a citizen or person admitted lawfully for permanent residence into: <i>(X (1) or (2))</i>		<b>d. They will not provide access to militarily critical technical data to persons other than their employees or eligible persons designated by the registrant to act on their behalf unless such access is permitted by U.S. DoDD 5230.25, Canada's TDCR, or by the U.S. or Canadian Government agency that provided the technical data.</b>		
<input type="checkbox"/> (1) THE UNITED STATES		<input type="checkbox"/> (2) CANADA		
<b>b. The data are needed to bid or perform on a contract with any agency of the U.S. Government or the Canadian Government or for other legitimate business activities in which the contractor is engaged, or plans to engage.</b>		<b>e. No person employed by the enterprise or eligible persons designated by the registrant to act on their behalf, who will have access to militarily critical technical data, is disbarred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts or has violated U.S. or contravened Canadian export control laws or has had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.</b>		
<b>c. They (1) acknowledge all responsibilities under applicable U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license from the U.S. Government prior to the release of militarily critical technical data within the United States) or applicable Canadian export control laws and regulations, and (2) agree not to disseminate militarily critical technical data in a manner that would violate applicable U.S. or Canadian export control laws and regulations.</b>		<b>f. They are not themselves debarred, suspended, or otherwise ineligible to perform on U.S. or Canadian Government contracts, and have not violated U.S. or contravened Canadian export control laws, and have not had a certification revoked under the provisions of U.S. DoDD 5230.25 or Canada's TDCR.</b>		
<b>6. CONTRACTOR CERTIFICATION</b> I certify that the information and certifications made by me are true, complete, and accurate to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. <i>(For U.S. contractors see U.S. Code, Title 18, Section 1001 and for Canadian contractors see Section 26 of the Defense Production Act.)</i>				
<b>a. TYPED NAME (LAST, First, Middle Initial)</b>		<b>b. TITLE</b>	<b>c. SIGNATURE</b>	<b>d. DATE SIGNED</b>
<b>7. CERTIFICATION ACTION (For JCO Use Only)</b>				
<b>a. CERTIFICATION ACCEPTED.</b> This certification number, along with a statement of intended data use, must be included with each request for militarily critical technical data.		<b>b. NUMBER</b>	<b>c. EXPIRATION DATE</b>	
<b>8. DOD OFFICIAL</b>				
<b>a. TYPED NAME (LAST, First, Middle Initial)</b>		<b>9. CANADA OFFICIAL</b>		
<b>b. TITLE</b>		<b>a. TYPED NAME (LAST, First, Middle Initial)</b>		
<b>c. SIGNATURE</b>		<b>b. TITLE</b>		
<b>d. DATE SIGNED</b>		<b>c. SIGNATURE</b>		<b>d. DATE SIGNED</b>