SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
SEE SCHEDULE

2. CONTRACT NO.
HQ0034-06-P-0016

3. AWARD/EFFECTIVE DATE
26-Jul-2006

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/Local Time

9. ISSUED BY

WHS, ACQUISITION AND PROCUREMENT OFFICE
100 BOUNDARY CHANNEL DRIVE
ARLINGTON VA 22202

TEL:

FAX:

10. THIS ACQUISITION IS
UNRESTRICTED

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

12. DISCOUNT TERMS
Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

15. DELIVER TO
CODE
HQ0000

16. ADMINISTERED BY
CODE

17a. CONTRACTOR/OFFEROR
CODE
1RUC6

18a. PAYMENT WILL BE MADE BY

18b. SUBMIT INVOICES TO ADDRESS ShOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$32,600.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Denise Adderley / Contracting Officer

TELEPHONE:

EMAIL: denise.adderley@whs.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 52.212
|-------------|------------------------------------|--------------|---------|----------------|----------|

SEE SCHEDULE

<table>
<thead>
<tr>
<th>32a. QUANTITY IN COLUMN 21 HAS BEEN</th>
<th>32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32c. DATE</th>
<th>32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
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<tbody>
<tr>
<td>received</td>
<td>inspected</td>
<td>accepted, and conforms to the contract, except as noted:</td>
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<table>
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<tr>
<th>32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
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<tr>
<th>33. SHIP NUMBER</th>
<th>34. VOUCHER NUMBER</th>
<th>35. AMOUNT VERIFIED CORRECT FOR</th>
<th>36. PAYMENT</th>
<th>37. CHECK NUMBER</th>
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<td>partial</td>
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<th>38. S/R ACCOUNT NUMBER</th>
<th>39. S/R VOUCHER NUMBER</th>
<th>40. PAID BY</th>
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<tr>
<th>41a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT</th>
<th>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</th>
<th>41c. DATE</th>
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<th>42a. RECEIVED BY (Print)</th>
<th>42b. RECEIVED AT (Location)</th>
<th>42c. DATE REC'D (YY/MM/DD)</th>
<th>42d. TOTAL CONTAINERS</th>
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<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
</tr>
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<td>---------</td>
<td>-----------------------------------</td>
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<td>------</td>
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<tr>
<td>0001</td>
<td>Hybrid Fiber (SM/MM)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFP</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>10,000 Feet of 24-Fiber Ribbon Plenum Hybrid Cable are required. Due to multiple accounting classification, the 10,000 feet of cable is broken down into SubClins, 0001AA, 0001AB and 0001AC. Please invoice according to subclins to avoid delay payment with the payment office, DFAS-Columbus. PURCHASE REQUEST NUMBER: PR600082A2</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>NET AMT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001AA</td>
<td>Hybrid Fiber</td>
<td>2,914</td>
<td>Foot</td>
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<td>FFP</td>
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<tr>
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<td>24-Fiber Ribbon Plenum Hybrid Cable, 12-SMFE, 12-50 UM, Standard, 3.5/1.5 DB/KM, 500/500 MHZ-KM. Manufacturer is Corning; Part # 024XC8-141XX-20. PURCHASE REQUEST NUMBER: PR600129</td>
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<td>ACRN AC</td>
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<td>ITEM NO 0001AB</td>
<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
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<td>------------------------------------</td>
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<tr>
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<td>Hybrid Fiber</td>
<td>3,350</td>
<td>Foot</td>
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<td>FFP</td>
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<td></td>
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<td>24-Fiber Ribbon Plenum Hybrid Cable, 12-SMFE, 12-50 UM, Standard, 3.5/1.5 DB/KM, 500/500 MHZ-KM. Manufacturer is Corning; Part # 024XC8-141XX-20. PURCHASE REQUEST NUMBER: PR600131</td>
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**ACRN AB**

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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td></td>
<td>24-Fiber Ribbon Plenum Hybrid Cable, 12-SMFE, 12-50 UM, Standard, 3.5/1.5 DB/KM, 500/500 MHZ-KM. Manufacturer is Corning; Part # 024XC8-141XX-20. PURCHASE REQUEST NUMBER: PR600082A2</td>
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**ACRN AD**

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**DELIVERY INFORMATION**

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<td>PENREN WAREHOUSE</td>
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<td>MARK FOR: PPTCF</td>
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<td>BOWHEAD WHS. BLDG. 4, 10505</td>
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<td>FURNACE RD.</td>
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<td>LORTON VA 22079</td>
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<td>703 693-2027</td>
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<td></td>
<td>FOB: Destination</td>
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ACCOUNTING AND APPROPRIATION DATA

AB: 97X49502020PX92077252525S49447RFWO44234
AMOUNT: $10,921.00
CIN PR6001310001AB: $10,921.00

AC: 97X49502020PX92077982525S49447RFWO62300
AMOUNT: $9,499.64
CIN PR6001290001AA: $9,499.64

AD: 97X49502020PX92077982525S49447RFWO62264
AMOUNT: $12,179.36
CIN PR600082A20001AC: $12,179.36

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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://farsite.hill.af.mil/

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)


___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].


___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.


___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.


(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).


(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).


(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).


(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).


(iii) Alternate II (JAN 2004) of 52.225-3.


(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.


(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).


(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]


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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)
exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.


(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).


(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.


(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.


252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:


(End of clause)
LOCAL INSTRUCTIONS
Submission of Invoices

(a) Original invoices attached to a DD Form 250 for services performed under this contract shall be submitted to the Contracting Officer for tracking purposes at the address listed below:

Pentagon Renovation Office  
ATTN: Michael Daigler  
100 Boundary Channel Drive  
Arlington, VA 22202-3712

(b) One copy of the invoice, all back-up documentation attached to the DD Form 250 shall be forwarded to the Contracting Officer’s Point of Contact (COPOC) for review and certification at the address listed below:

Acquisition & Procurement Office  
ATTN: Denise V. Thompson  
100 Boundary Channel Drive  
Arlington, VA 22202-3712

The COPOC for all Contract Issues is Denise V. Thompson.

The Contractor shall complete DD Form 250 and attach as a cover sheet for each invoice submitted for payment. The Contractor shall forward the original DD Form 250 and attached invoice to the Contracting Officer. The Contractor shall send a copy of the DD Form 250, the invoice and all back up documentation to the COPOC for review and certification. The DD Form 250 and the invoice shall reflect the payment office as listed in block 18a. of the SF 1449. The Contractor must be registered in the Central Contractor Registration (CCR) database in order to receive payments by Electronic Funds Transfer.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: J 1 2

2. AMENDMENT/MODIFICATION NO.: P00001

3. EFFECTIVE DATE: 02-Oct-2006

4. REQUISITION/PURCHASE REQ NO.: See Schedule

5. PROJECT NO. (If applicable): CODE

6. ISSUED BY CODE: H/Q0034

WS. ACQUISITION AND PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
RC3215Y, PLACa NORTH SUITE 12033
WASHINGTON, DC 20301-1155

7. ADMINISTERED BY: (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR: (No., Street, County, State and Zip Code)
CRYSTAL COMMUNICATIONS
LYDIA CHONG
1525 LAKEVILLE DRIVE SUITE 200
HIIINGWOOD, TX 77338-2078

9. AMENDMENT OF SOLICITATION NO.: X

10. MOD. OF CONTRACT/ORDER NO.: X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, ☐ is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: dvthompson071

Reason for Modification: Purchase Request Number, PR600082(A4) was to be assigned to Communications Supply Corporation instead was assigned incorrectly to Crystal Communications Inc. In order to correct the error PR600082A2 is hereby deleted from CLINS 0001 and 0001AC and replace with correct number, PR600082.

 Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as hereof or changed, remains unchanged and in full force effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
DENISE ADDERLEY / CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED

16C. DATE SIGNED

02-Oct-2006

(Signature of person authorized to sign)

(Signature of Contracting Officer)

EXCEPTION TO SF 30
APPROVED BY OIRM 11-B4

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

30-105-04
SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Delete the incorrect Purchase Request Number, PR600082A2 from CLINS 0001 and 0001AC and replace with correct number, PR600182.

(End of Summary of Changes)