

High Powered Vacuum Tubes

BBGCON3607S6442-KSH

B.2.2 - PART B  
OPTION YEAR 2

SUPPLIES OR SERVICES AND PRICES

Item No.	Tube Type	Estimated Quantity	AIRPORT OF IMPORTATION	WARRANTY (Plate Hours)	Unit Price Export Packed Shipped Air Freight	Tube Manufacturer
		1	Retain @ Vendor's Fac.			
22.	7482	1	Greenville, NC			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
23.	7532	1	Greenville, NC			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
24.	6804	1	Manila, Philippines			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
25.	4CV250,000B	1	Munich, Germany			
		1	Kuwait City, Kuwait			
		1	Athens, Greece			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			

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 OPTION YEAR 2

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SUPPLIES OR SERVICES AND PRICES

Item No.	Tube Type	Estimated Quantity	AIRPORT OF IMPORTATION	WARRANTY (Plate Hours)	Unit Price Export Packed Shipped Air Freight	Tube Manufacturer
26.	4CV250,000C	1	Saipan, N. Mariana Isl.			
		1	Kuwait City, Kuwait			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
27.	4CX15000A	1	Athens, Greece			
		1	Manila, Philippines			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
28.	4CW25,000A	1	Colombo, Sri Lanka			
		1	Gaborone, Botswana			
		1	Greenville, NC			
		1	Tangier, Morocco			
		1	Bangkok, Thailand.			
		1	Washington, DC			
		1	Retain @ Vendor's Fac.			
29.	TH561	1	Greenville, NC			
		1	Retain @ Vendor's Fac.			

High Powered Vacuum Tubes  
 B.2 - PART B  
 BASE YEAR

BBGCON3607S6442-KSH

SUPPLIES OR SERVICES AND PRICES

Item No.	Tube Type	Estimated Quantity	AIRPORT OF IMPORTATION	WARRANTY (Plate Hours)	Unit Price Export Packed Shipped Air Freight	Tube Manufacturer
30.	4CM300,000GA	1	Tangier, Morocco			
		1	Colombo, Sri Lanka			
		1	Bangkok, Thailand.			
		1	Retain @ Vendor's Fac.			
31.	CW1603J2	1	Tangier, Morocco			
		1	Colombo, Sri Lanka			
		1	Bangkok, Thailand.			
		1	Retain @ Vendor's Fac.			
32.	CY1637	1	Gabarone, Botswana			
		1	Manila, Philippines			
		1	Munich, Germany			
		1	Sao Tome & Principe			
		1	Saipan, N. Mariana Isl.			
		1	Delano, California			
		1	Retain @ Vendor's Fac.			

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C.1. The Contractor shall supply during the term of the contract only new tubes in accordance with Attachment "C", Specification Sheets made by the manufacturer specified in the Price Schedule unless otherwise approved in advance by the Contracting Officer.
- C.2. Except as otherwise provided in Paragraph H.4, manufacture or production dates shall not vary from date of shipment by more than six (6) months. The Contractor shall supply with each order a manufacturer's certification identifying each tube by serial number and stating the respective date of manufacture or production.
- C.3. Except as otherwise provided in Paragraph H.4, tubes shall be new and of current production, latest design, and incorporate any improvements made by the manufacturer during the contract period. All elements of the tubes shall be of new manufacture. Improved tubes must maintain physical and electrical characteristics that will allow interchange with existing stock with no circuit modification or adjustment.
- C.4. All tubes furnished hereunder shall be in manufacturer's original containers, cartons or boxes, shall include appropriate warranties, and shall clearly indicate tube types and the names or trademark of the manufacturer.
- C.5. Each tube shall be marked with a serial number and/or date of manufacture or production lot number where such markings are in accordance with the general practice of the electron tube industry for the particular value and/or type of tube.

## SECTION D

### PACKAGING AND MARKING

#### D.1. PACKAGING AND MARKING

Material shall be packed for either domestic or export shipment, as indicated on individual orders, in substantial commercial containers of the type, size, and kind commonly used for the purpose, so constructed to insure acceptance and safe delivery by common or other carriers at the lowest rate, to the point of final destination called for in the delivery order.

Shipping containers shall be plainly and indelibly marked to show: (i) consignee, (ii) contract number, (iii) delivery order numbers (iv) brief description of material, (v) quantity, (vi) Contractor's name, and (vii) any special markings that may be shown on the order.

The Contractor shall include in each container, along with the tube: (i) one copy of the tube warranty; (ii) a copy of the operational characteristics of the tube; and (iii) two tube service report forms for each tube.

One copy of the packing list shall be placed in the first container of the shipment. Additional copies, if required, will be requested with the delivery order. The packing list shall show the following information: (i) contract number, (ii) delivery order number, (iii) list complete contents, indicating whether shipment is partial or complete. (iv) serial number of each tube and (v) any special information that may be shown on the order.

In order to facilitate prompt payment within five (5) days after date of shipment, one (1) copy of the packing list with the name of carrier, contract number, delivery order number, date of shipment, and arrival information shall be promptly furnished to the contract AR/CO via mail, facsimile or e-mail.

Mail:                                Broadcasting Board of Governors  
    International Broadcasting Bureau  
    Attn: Richard H. Hoffman Jr., AR/CO  
    IBB Engineering E/OT, Rm. 4523  
    330 Independence Avenue, S.W.  
    Washington, DC 20237

Fax Number:                        202-619-2331

E-Mail:                                [Logistics@ibb.gov](mailto:Logistics@ibb.gov) and  
    [rhoffman@ibb.gov](mailto:rhoffman@ibb.gov)

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**E.1. 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 address:  
<http://www.arnet.gov/far>.

(End of clause)

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1. TERM of CONTRACT** - This contract shall be effective for a period of one year from the date of contract award of a Base Year with two (2) consecutive one-year renewal options.

**F.2. DELIVERY SCHEDULE**

Contractor shall complete deliveries within sixty (60) calendar days after receipt of each order from the Agency. For customs clearance and delivery purposes the contractor shall provide the AR/CO with the airway bill and shipping information immediately upon shipment of the tube.

Under Sections B.1 and B.2, the Government reserves the right to order up to two (2) tubes of each type to be retained at the Contractor's facility. If the tube is being retained at the Contractor's facility, the Contractor shall advise the Government of the tube serial number, crate the tube for export packing, and retain for immediate shipment.

Once the Contractor certifies that the tube is ready for shipment, the Contractor may invoice for the price of providing the tube.

When the Government calls for shipment, the Contractor shall deliver the tube to the designated location within fourteen (14) days. The Government will pay the difference between the destination price of the tube and the retained price of the tube as the shipping expense.

**F.3. 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)**

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carriers and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**F.4. 52.247-36 F.A.S. VESSEL, PORT OF SHIPMENT (APR 1984)**

(a) The term "f.a.s. vessel, port of shipment," as used in this clause, means free of expense to the Government delivered alongside the ocean vessel and within reach of its loading tackle at the specified port of shipment.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) (i) Deliver the shipment in good order and condition alongside the ocean vessel and within reach of its loading tackle, at the point of delivery and on the date or within the period specified in the contract; and
- (ii) Pay and bear all applicable charges, including transportation costs, wharfage, handling, and heavy lift charges, if necessary, up to this-point;
- (3) Provide a clean dock or ship's receipt;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point specified in the contract; and
- (5) At the Government's request and expense, assist obtaining the documents required for (i) exportation or (ii) importation at destination.

(End of clause)

**F.5. 52.247-44 F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION (APR 1984)**

(a) The term "F.O.B. designated air carrier's terminal, point of importation," as used in this clause, means free of expense to the Government delivered to the air carrier's terminal at the point of importation specified in the contract.

(b) The Contractor shall -

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for air transportation in conformance with carrier requirements to protect the goods;
- (2) Prepare and distribute bills of lading or air waybills;
- (3) (i) Deliver the shipment in good order and condition to the point of delivery specified in the contract; and
- (ii) Pay and bear all charges incurred up to the point of delivery specified in the contract, including transportation costs; export, import, or other fees or taxes; cost of landing, if any; customs duties; and costs of certificates of origin, consular invoices, or other documents that may be required for exportation or importation; and
- (4) Be responsible for any loss of and/or damage to the goods until delivery of the goods to the Government at the designated air carrier's terminal.

(End of clause)

**F.6 NOTICE OF DELAY**

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as deemed advisable.

**F.7 PERFORMANCE OF WORK WITHOUT A TASK ORDER**

The Contractor shall not perform any work or incur any costs for any purpose under this contract or any individual Task Order until its receipt of a finalized written Task Order (OF-347) signed by the Contracting Officer authorizing specific work. If the Contractor does perform any work or incur any costs prior to written authorization by the Contracting Officer, it shall be at the expense of the Contractor and the Agency will not reimburse the Contractor.

**F.8 INTERPRETATION OR MODIFICATION**

No verbal statements by any person, and no written statements by anyone other than the Contracting Officer may be relied upon by the Contractor as validly interpreting or otherwise affecting the terms of this contract or any Task Order issued pursuant to the terms and conditions specified herein. All Contractor requests for interpretation or modification shall be made in writing to the Contracting Officer. No modification of the contract shall be valid unless it is in writing and signed by (1) the Contracting Officer and (2) accepted in writing by an authorized representative of the Contractor.

(End of clause)

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G.1. AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities And authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the AR/CO shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract.

THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE AR/CO TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

(End of clause)

**G.2 CONTRACT ADMINISTRATION**

The Contractor shall designate a company official whom the Government may contact during the period or contract performance for prompt contract administration.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**G.3 SUBMISSION OF INVOICES**

The contractor shall submit proper payment invoices, as defined in Section I.7, FAR Clause 52.232-25, Prompt Payment (OCT 2003), in an original and one copy to:

Broadcasting Board of Governors  
International Broadcasting Bureau  
Attn: Richard H. Hoffman Jr., AR/CO  
IBB Engineering E/OT, Rm. 4523  
330 Independence Avenue, S.W.  
Washington, DC 20237

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1. TUBE PERFORMANCE

- H.1.1. All tubes shall carry a warranty of 3,000 hours as stated in paragraph H.5. Warranty. Tubes produced by Amperex, CPI Eimac, ITT now Triton, Machlett (now owned by Eimac), RCA, Sylvania, Thomson, Asea Brown Boveri, English Electric Valve, Siemens and Westinghouse have a history of successful application in Agency equipment. The only known tube manufacturers that have proven to be satisfactory for use in Agency equipment for tube types 4CV35,000, 5682, 5681, 7482, is Eimac; for types 4CV100,000 and 4CV250,000 are Eimac; for tube types TH576, TH558, TH561, TH581, TH537, CQK650-1, CQS-200-3, CQS-50-1, CQK-50-2, CTK-12-1 and CQL-5-1 is Thomson; for type RS2078SK is Siemens; for type CW1603J2, CY1637 is English Electric Valve.
- H.1.2. Offerors proposing to furnish tubes manufactured by firms not specified above, must submit, prior to or with the submission of their proposal, the following documentation:
- H.1.2.1. Certification that these tubes meet all the electrical performance conditions of the original manufacturer. These conditions include but are not limited to: RF power output, efficiency, peak cathode current, filament current, amplification factor, cutoff voltage, leakage currents, and interelectrode capacitances. All physical dimensions are to meet the original manufacturer's specifications and have no burrs, projections or sharp edges. The external surfaces are to be plated with the same metal and to the same thickness as specified by the original manufacturer and be free of corrosion, stains, and discolorations.
- H.1.2.2. Documentation demonstrating that during the immediately preceding five (5) years, the tubes being offered have consistently operated in Broadcast Transmitters comparable to IBB's Transmitters in the same power and frequency range, in excess of the warranty hours stipulated in this solicitation. Such documentation must be of a nature and from a source that is easily verifiable by Government personnel.
- H.1.3. Failure to submit such documentation or failure of the documentation to demonstrate that the tubes offered meet the foregoing operational requirements shall necessitate the proposal on such tubes to be considered noncompliant.

### H.2. METHOD OF ORDERING

Items and/or services required under this contract will be ordered by means of Delivery Orders by the Contracting Officer or other Ordering Officials as listed below in Paragraph H.3.1. Each order will specify the quantity and type(s) of tube(s), delivery and other information necessary to complete the order (See FAR Clause 52.216-18 (OCT 1995) entitled Ordering listed in Paragraph I.2).

H.3.1 **ORDERING OFFICIALS**

The following officials of the Agency are hereby designated as Ordering Officers for this purpose:

Washington, DC: Contracting Officer, Office of Contracts, M/CON (or designee)

Transmitting Stations:

**Botswana**

IBB Station Manager  
c/o American Embassy  
P.O. Box 90  
Gaborone, Botswana

**Delano**

Manager, Delano Transmitting Station  
11015 Melcher Road  
Delano, California 93215-9310

**Germany (Ismaning)**  
Air Freight Shipment

IBB Station Manager  
American Consulate General  
Box 8, Koeniginstr. 5  
80539 Munich/Germany

(Note: Send copy of Airway Bill to Station via facsimile in advance)

**Germany (Lampertheim)**  
FREIGHT ADDRESS

International Broadcasting Bureau  
American Consulate General  
Box 8, Koeniginstr. 5  
80539 Munich/Germany  
Embassy of the United States of America

**Greece**

Station Manager, Greece Transmitting Station (KAV)  
Athens, GREECE  
Via "Eleftherios Venizelos" Airport

**Greenville, NC**  
**Transmitter Plant A**

Station Manager (or designee)  
International Broadcasting Bureau  
Greenville Transmitting Station  
10000 Cherry Run Road  
Greenville, North Carolina 27834

**Transmitter Plant B**  
**(Main Administrative**  
**Offices)**

Station Manager (or designee)  
International Broadcasting Bureau  
Greenville Transmitting Station 3919 VOA  
Site B Road Grimesland, NC 27837

<b>Kuwait</b>	Station Manager Ambassador American Embassy - Kuwait International Broadcasting Bureau Diplomatic Cargo for the IBB (Purchase Order No. or Requisition No.)
<b>Mariana Islands</b>	Station Manager International Broadcasting Bureau PPP 571 Box 10000 Saipan, MP 96950
<b>Philippines</b>	Station Manager U.S. Embassy Manila, Philippines For: International Broadcasting Bureau Philippines Transmitting Station (DIPLOMATIC GOODS*)
<b>Sao Tome</b>	Station Manager IBB - Voice of America c/o Pinheira Station Sao Tome e Principe
<b>Sri Lanka</b>	Station Manager Ambassador Embassy of the United States of America 210 Galle Road Colombo 3.. Sri Lanka ATTN: IBB Station Manager
<b>Thailand</b>	Station Manager U.S. Embassy BBG/IBB/TTS, Box UD Bangkok 10330, Thailand

**H.4. TUBE TYPES NO LONGER IN PRODUCTION**

If production of any tube type in the Price Schedule has been discontinued, the Contractor shall so indicate by placing the letters "DI" after the tube type. The requirements of the specifications under which the "manufacturer or production shall not vary from the date of shipment by more than six months" is waived for the tube types of discontinued production. HOWEVER, only new and unused tubes shall be furnished by the Contractor for those tube types marked "DI".

**H.5 WARRANTY OF SUPPLIES OF A COMPLEX NATURE 52.246-18**

The tubes acquired under this contract are required to operate for at least 200 plate hours or the full warranty below becomes operative. If the tubes acquired under this contract operate beyond 200 plate hours, but not up to their expected life then a partial warranty becomes

operative as set forth in H.5.1 below. The expected life of an acquired tube is stated in the vendors response to Section B. Part A. "Warranty Period Plate Hours" and must be a minimum of 3000 plate hours. The parameters of the warranty are then defined by which of these values are greater, the "Warranty Period Plate Hours" or the minimum of 3000 plate hours.

(a) *Definitions.* As used in this clause—

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) The Contractor warrants that for 200 Plate Operation hours all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work. (Except see clause H.5.1 below)

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government or if the failure of the supplies was caused by unsafe or improper actions of the Government. In either event, the Contractor shall promptly notify the Contracting Officer, in writing, of their assertion of facts regarding their position not to correct or replace the supplies.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return. If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government.

(6) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor’s warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price—

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor’s plant, to repair or replace, at the Contractor’s election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor’s plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall either be entitled to an equitable reduction in the contract price or not depending on the circumstances.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 45 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 30 days after notification to the Contractor of the defect as to the corrective action required to remedy the breach and must satisfy the warranty claim, as required, by delivery of the corrected or replacement supplies within 60 days after the original notice of breach by the Contracting Officer. The Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor’s warranty in paragraph (c)(3) of this clause shall also be 45 days after discovery of the defective replacement.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

\* (If the manufacturer wishes to offer a standard tube warranty with his product that is more advantageous to the government than the above described clause, than the manufacturer’s standard warranty can be negotiated into the contract and replace the above clause.)

#### H.5.1 Pro rata warranty credit.

Tubes that fail after the first two hundred (200) plate operation hours but before the expected life of an acquired tube as stated in the vendors response to Section B. Part A. “Warranty

Period Plate Hours” or a minimum of 3000 plate hours, shall be subject to a pro rata warranty adjustment for the unrealized operational hours up to the expected life of an acquired tube as stated in the vendors response to Section B. Part A. “Warranty Period Plate Hours” or a minimum of 3000 plate hours of use. The contractor shall be notified within 45 days after discovery of the failure of the tube to operate for the expected life of an acquired tube as stated in the vendors response to Section B. Part A. “Warranty Period Plate Hours” or a minimum of 3000 plate hours.

The Contractor may satisfy warranty obligations on tubes subject to a pro rata warranty in three ways:

- (1) The Contractor may replace the tube per clause H.5 above.
- (2) The Contractor may repair the tube per clause H.5 above.
- (3) The Contractor may satisfy the warranty repair obligation through the issuance of a credit memo.

If the Contractor chooses to issue a credit memo, the memo shall describe the tube type, tube serial number, the original delivery order number, and pro rata obligation, and the original delivery site. The credit memo shall be issued and shall be applicable toward credit against the purchase price of future delivery orders. Credit memos shall be valid against purchases under the existing contract.

## H.6 TUBE BANK INFORMATION

The Contractor shall retain a quantity of tubes at the Contractor’s facility for the establishment of a tube bank. The quantity of tubes to be retained at the Contractor’s facility for future shipment as designated shall be between one (1) and five (5) of a particular tube type to be designated in a requisition and that is considered to be commonly utilized in the IBB Broadcast Network.

When requested by one of the agency designated ordering officers specified in Section H.3 Method of Ordering, a delivery order is submitted requesting one of the tubes out of the tube bank. The Contractor shall then ship the requested tube from the tube bank and add a replacement tube furnished from the tube vendors manufacturing facility to the vendors tube bank.

### H.6.1 Monthly Status Reports

In maintenance of the tube bank, the Contractor shall provide monthly status reports. The status reports shall described the status and location of all Agency tubes, and warranty-returned tubes at the Contractor’s facility. At the Contractor’s option, the monthly status report may be forwarded via e-mail to the following addresses: Richard H. Hoffman Jr.<rhoffman@ibb.gov> and Engineering Logistics<logistics@ibb.gov>.

The Contractor shall continue to report on the status of each Agency tube until that tube (serial number) has been acknowledged as having been received at one of the contract delivery locations (other than the Contractor’s facility).

The Agency reserves the right to visit the Contractor's facility for the purposes of inventory verification and quality assurance.

**PART II**

**SECTION I  
CONTRACT CLAUSES**

**I.1 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the expiration of the initial contract term and any extension thereof.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.3 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the delivery time established in Section F.1 herein.

(End of clause)

**I.4. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within ten (10) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

**I.5. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**I.6. 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 address.

<http://www.arnet.gov/far>.

(End of clause)

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE -SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA.	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP 2006
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-3	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT	NOV 2006
52.225-5	TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASE	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS.	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

I.7. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Broadcasting Board of Governors Acquisition Regulation (48 CFR Chapter 19) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**PART III**

**SECTION J**

**LIST OF ATTACHMENTS**

- J.1. Attachment "A", OMB Standard Form LLL Disclosure of Lobbying Activities.
- J.2. Attachment "B", SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form
- J.3. Attachment "C", Tube Specification Sheets

**PART IV  
SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS\***

**K.1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

\*NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.

**K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701 (c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

**K.5. 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place Of Performance  
Street Address, City,  
State, County, Zip Code

Name And Address Of Owner  
And Operator Of The Plant  
Or Facility If Other Than Offeror Or  
Respondent

\_\_\_\_\_  
\_\_\_\_\_

(End of provision)

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334411.

(2) The small business size standard is 750 employees.

(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, [ ] 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 of 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).

“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.

(End of Provision)

**K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic

- Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
- // (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - // (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - // (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - // (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
    - (A) Major group code 10 (except 1011, 1081, and 1094).
    - (B) Major group code 12 (except 1241).
    - (C) Major group codes 20 through 39.
    - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
    - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
  - // (v) The facility is not located within any State of the United States or its outlying areas.
- (End of Provision)

**K.10. 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

**K.11 52.225-4 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS--ISRAELI TRADE ACT  
CERTIFICATE (JAN 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act"  
End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.  
Other Foreign End Products

Line Item No.:	Country of Origin:

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**K.12 52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin:


[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

**K.13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION  
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement--Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are

consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\_\_\_\_\_ yes \_\_\_\_\_ no  
(End of provision)

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L.1 LANGUAGE AND CURRENCY**

All offers must be submitted in the English language and in United States dollars.

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a requirements contract resulting from this solicitation.  
(End of provision)

**L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from the Broadcasting Board of Governors, International Broadcasting Bureau, Office of Contracts, M/CON, 330 C Street, SW, Room 2500, Washington, DC 20237, Attention: Mr. Herman Shaw.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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 solicitation provisions may be accessed electronically at this address: <http://www.arnet.gov/far>

(End of provision)

**CLAUSE**

**NUMBER**

**CLAUSE TITLE**

**DATE**

52.215-1

INSTRUCTIONS TO OFFERORS--COMPETITIVE  
ACQUISITION

JAN 2004

**L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Broadcasting Board of Governors Acquisition Regulation (48 CFR Chapter 19) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

## L.6 ADMINISTRATION OF EXPLANATION TO PROSPECTIVE OFFERORS

Questions concerning this solicitation shall be submitted in writing and must be received by the Contracting Officer. Written questions will not be accepted after 3:00 p.m. local time of the 15<sup>th</sup> calendar day before the deadline for receipt of proposals, (i.e., if the deadline for receipt of proposals is 3:00 p.m., June 25, the deadline for receiving written questions is 3:00 p.m., June 10). If the question deadline falls on a weekend or holiday, the deadline shall be the time on the next normal workday. Offerors are cautioned against directing questions concerning this solicitation to anyone other than the Contracting Officer. Offerors may submit questions via fax to 202-260-0855 or via email to [kharper@ibb.gov](mailto:kharper@ibb.gov).

## L.7 CONTRACT AWARD

- L.7.1 Pursuant to FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in Section M of the solicitation.
- L.7.2 The Government intends to evaluate proposals and award a contract without discussions with offerors, except clarifications as may be required. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- L.7.3 Contract award(s) will be made to the responsible offeror(s) whose proposal(s) represents the best value using the lowest price technically acceptable source selection process. Past performance will be considered; therefore, each offeror shall submit five (5) references for whom they have manufactured similar equipment in the private or public sectors as used in the Federal Government's BBG equipment.
- L.7.4 Each offeror shall have a minimum of five (5) years experience in the manufacturing of the high voltage tubes that are offered in their proposal to be utilized in BBG broadcast transmitters.
- L.7.5 Offerors submitting a proposal for tubes manufactured by other than those manufacturers indicated in Solicitation Paragraph H.1.2 shall submit the documentation described in Solicitation Paragraph H.1.2.1 (operating log data/records and references). Failure to submit such documentation or failure of the documentation to demonstrate that the tubes offered meet the operational requirements stated in Section H of the Solicitation shall necessitate the proposal on such tubes to be considered non-compliant.

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION OF PROPOSALS

M.1.1 Items will be evaluated in accordance with Attachment "C" Specification Sheets.

M.1.2 Proposals submitted under B.1, B.1.1, and B.1.2, Part A, will be evaluated for award based on the unit price listed in Column (1) for each item in the Price Schedule. Failure to list a unit price under Column (1), Part A for any item will result in the quote being declared non-responsive under Part A for that item. In the event that prices quoted result in a tie, Columns (2) and (3) will be used as part of the evaluation process to determine the low price.

M.1.3 Proposals submitted under B.2, B.2.1, and B.2.2, Part B, will be evaluated for award based on the unit price or group of unit prices listed in Column (1) for each item in the Price Schedule. Failure to list a unit price under Column (1), Part B for any item will result in the quote being declared non-responsive for that item.

M.1.4 Contract award(s) will be made to the responsible offeror(s) whose proposal(s) represents the best value using the lowest price technically acceptable source selection process. Past performance will be considered; therefore, each offeror shall submit five (5) references for whom they have manufactured similar equipment in the private or public sectors as used in the Federal Government's BBG equipment.

M.1.5 Each offeror shall have a minimum of five (5) years experience in the manufacturing of the high voltage tubes that are offered in their proposal to be utilized in BBG broadcast transmitters.

#### M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)