

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-16 (effective March 22, 2007).

This requirement is being procured as a total small business set-aside under NAICS code 712110.

If you are interested in this acquisition, you may participate by submitting your response in accordance with the instructions included herein. The RFP due date is no later than 11:00 am Eastern Daylight Time (EDT), 26 Jun 2007. Submission shall be via email to the contract specialist listed in quotation submission section below. It is the offeror's responsibility to read the RFP and all related documents carefully and completely, to ensure the Government receives their submission on or before the date/time specified.

Offerors are required to submit a technical proposal, past performance information and a price proposal to Government officials for the purposes of assuring the prospective contractor has a complete understanding of the scope of this effort and has the capability to complete all statement of work (SOW) requirements.

If you have questions regarding this requirement, please submit your inquiries via email to matt.korn@whs.mil. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

PERIOD OF PERFORMANCE

Delivery date shall be no-later-than (NLT) 14 Sep 2007

SITE VISIT REQUIREMENTS

Attendees shall submit name, a valid driver's license number, and Social Security number in advance for access to the building unless they currently have a Pentagon access badge. Two forms of picture identification shall be required to be shown upon arrival. All required information must be forwarded to Mr. Danny Vaughn at danny.vaughn@whs.mil by 12:00 pm Eastern Daylight Time (EDT) on Monday, 18 JUN 2007.

A Site Visit/Walk Through of the NATO Corridor in the Pentagon is required before the submission of proposals. This site visit is limited to Key Personnel from each organization that will be performing the work on this requirement. **Notification of attendance must be submitted in email to Danny Vaughn at danny.vaughn@whs.mil (also, cc: Matt Korn via email to: matt.korn@whs.mil) no later than 18 JUN 2007, 12:00 pm EDT.** Notification of attendance shall include the full name of the attendee(s), phone number, email address and the name of the Company which they represent. **The Site Visit is tentatively scheduled for 21 JUN 2007 at 9:30 am EDT.**

ADDITIONAL CONTRACT REQUIREMENTS

- All proposals shall include delivery and installation.

- Contractor to provide a timeline and plan for fabrication and installation of all panels that meets the project completion date of 17 Sep 07 deadline, or soonest possible date. Delivery shall be made during normal working hours NLT 14 Sep 07. Installation shall occur during the weekend of 15-16 Sep 07. The removal of crates shall occur during normal working hours on 17 Sep 07.
- All production items shall be installed on-site in the Pentagon, Arlington, VA.
- Delivery of materials via the Pentagon Remote Delivery Facility is required.
- All contractor personnel shall be required shall pass a government background investigation and obtain a Pentagon Access Badge that will allow them to have access to the Pentagon Reservation to work. This process will require the submission of a completed security review packet by all employees and background check. The background investigation may take up to 2 weeks.
- Due to building restrictions all equipment, boxes, and crates shall be hand carted to and from the location. No motorized vehicles allowed for use inside the Pentagon.
- All glass panels, flag cases and plexi-glass panels shall be uncrated from wooden crates on site and transported without damage.
- All crated items will be inventoried and labeled and numbered on the exterior of the crates to ensure that no items are misplaced. Inventory list shall be provided to the Government upon completion.
- Contractor will be responsible for display meeting all ADA Code Regulation that refers to protruding objects (Department of Justice- Pt. App. A-4.4).
- All products used in exhibit(s) to be museum quality with finished edges.
- All aspects of the exhibit(s) shall be built for durability of at least 15 years.

PROPOSAL SUBMISSION REQUIREMENTS:

A. General Information:

The vendor shall submit electronic copies of the proposal via email to matt.korn@whs.mil no later than (NLT) 11:00 AM EDT, 26 Jun 2007.

All proposals shall include:

- A. Tax Identification Number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. North American Industrial Classification System (NAICS)
- D. Standard Product Code
- E. GSA Schedule Number
- F. Contact Name
- G. Contact Email Address
- H. Contact Phone Number
- I. Contact Fax Number
- J. Complete Business Mailing Address

Please ensure that your firm is CCR certified (<http://www.ccr.gov>).

The following information shall be included in each set of submitted proposal and labeled accordingly:

B. Submission Requirements:***Volume #1 – Technical Approach – Factor 1***

The offeror shall provide a technical proposal which details the offeror's technical approach to installing an Exhibit/Display for the Pentagon NATO Corridor by the proposed deadline that will last for 15+ years. The government will consider such items as quality of materials proposed- to include its resistance to temperature fluctuations and its ease of cleaning, corporate experience for same or similar requirements, schedule and approach to completion and teaming approach.

Volume #1 –Past Performance – Factor 2

Each offeror shall complete and submit summaries for not more than three (3) relevant projects. Relevant projects are those that are similar to those requested in this contract. All references should be either ongoing or completed within the last three years. The relevant projects summaries shall include the following information not to exceed one (1) page for each project (total page limit not to exceed 3 pages):

- Project Name
- Date of Contract
- Type of Contract
- Dollar Value of Contract
- Period of Performance
- Description of services provided
- Name, email and telephone numbers for points of contact
- (include Program Manager, Contracting Officer and/or the Contracting Officer Representative)
- Describe the relevance to the current requirement being solicited;

Contact information must be current. Offerors are responsible for ensuring that the telephone numbers provided for the customer's representative indicated on each Project Summary are accurate and that the representative is aware that the Washington Headquarters Services may be contacting them regarding the offerors past performance.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance. If no past performance references are submitted, then a rating of neutral will be assigned.

Volume #2 –Price Proposal – Factor 2

The offeror shall submit a firm fixed price in accordance with the CLIN structure of the subject solicitation. Offerors shall submit a total price derived from all CLINs. All pricing shall be all-inclusive, including delivery and installation.

NOTE: THE GOVERNMENT SHALL NOT COMPENSATE THE VENDOR FOR ANY PROPOSAL DEVELOPMENT COSTS RELATED TO THIS SOLICITATION.

ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of the SOW. If not noted in this section of your quotation, it will be assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's quote.

BASIS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 – Technical Approach
- Factor 2 – Past Performance
- Factor 3 – Price

The Government intends to evaluate proposals and award without discussions with offerors. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received in accordance with FAR 52.212-1.

All technical proposals will be given adjective ratings.

POINTS OF CONTACT

Contracting POCs

Mr. David Julian
Washington Headquarters Services (A&PO)
Contracting Officer
703.696.3871 (v)
703.696.4164 (f)
david.julian@whs.mil

Mr. Matthew Korn
Washington Headquarters Services (A&PO)
Contract Specialist
703.696.4042 (v)
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(COR)

Mr. Danny Vaughn
Washington Headquarters Services (ESD)
Danny.vaugh@whs.mil

DELIVERY AND INSTALLATION

All price proposals will be inclusive, including delivery and installation.

Installation is defined as inside delivery, set up, removal and disposal of all packing material and trash. Items shall be shipped directly to the installer and the vendor's project manager may contact the government's installation representative to arrange a date and time for installation.

Compliance with Pentagon Secure Access Guidelines and Procedures is required. Site access shall be arranged with the installation site representative. As such, Contractor personnel will need to either possess or obtain necessary badge or other ID to gain access, or coordinate escorts required to gain access to the government site with the government site representative.

The Contractor shall only access the site the minimum number of times absolutely necessary and by the minimum number of personnel required to complete this requirement.

Due to the Pentagon Reservation being a high traffic area the time periods the contractor would have access for uncrating and installation from 1600 – midnight. Removal of empty crates can occur during business hours through the Remote Delivery Facility (RDF). Times for access to the RDF must be coordinated 24 to 48 hours in advance.

Delivery of materials via the Pentagon Remote Delivery Facility is required.

Additionally, all deliveries must be pre-arranged. Please contact 703-614-1312 at least 48 hours in advance to ensure access to a secure delivery facility (Pentagon). Failure to pre-arrange can result in denied access to the site.

Corporate vehicles making a delivery to the site or picking up material from the site need only exhibit an invoice or bill of lading as proof of their purpose. In addition to having an invoice or bill of lading, the operator of the vehicle must be in possession of a valid driver's license. Absence of a valid driver's license will result in the operator and vehicle being expelled from the reservation.

COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking, shall be observed by the Contractor. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining same from the appropriate authorities.

Compliance with Pentagon Secure Access Guidelines and Procedures is required. Site access shall be arranged with the installation site representative. As such, Contractor personnel will need to either possess or obtain necessary badge or other ID to gain access, or coordinate escorts required to gain access to the government site with the government site representative.

IDENTIFICATION OF EMPLOYEES

Each Contractor and subcontractors employee working under this contract shall be required to display at all times, while on the Government site, an approved form of identification provided by the Contractor, as an authorized employee of the Contractor/subcontractor. In addition, within work areas where identification is prescribed and furnished by the Government, it shall be displayed as required and shall

immediately be returned to the Contracting Officer for cancellation upon release of the assigned employee and/or completion of contract.

CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

Communications pertaining to the contract administration will be addressed to the Contracting Officer. No changes to the statement of work are authorized without a written modification to the contract executed by the Contracting Officer.

The Contractor is advised that **only** the Contracting Officer can change or modify the contract terms or take any other action, which obligates the Government. No changes to the statement of work, contract terms, or conditions are authorized without a written modification to the contract executed by the Contracting Officer.

Contractors who rely on direction from other than the Contracting Officer do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the contract specialist, Matthew Korn via email (matt.korn@whs.mil) or via phone (703-696-4042).

Statement of Work:

This contract shall provide for the refurbishing of the NATO corridor exhibits located in the Pentagon. This contract includes refurbishing and reinstallation of the corridor. The dismantled Exhibit pieces shall be delivered from a bonded warehouse to the chosen contractor. The contractor shall be responsible for recreating and duplicating the established graphics from the original negatives. All new graphics shall be created using screened images or a permanent mounting method that will be resistant to cleaning, temperature fluctuations and daily wear and tear. New panels will be created from existing negatives and repurposed glass panels.

Exhibits:

Existing Panels include:

- 20 - 85" h X 48" w tempered glass panels
- 8 - 67" h X 48" w tempered glass panels
- 8 - 57" h X 48" w tempered glass panels
- 20 - 68.5" h X 41.5" w X 4" d glass front display cases
- 20 - flags

1 - large sectional NATO seal approximately 18 feet long and 8 feet tall

11 - small NATO logos approximately 7 feet long and 3.5 feet tall

Frames and lettering

2 - Plexiglass map panels

All other items not tagged shall be removed for disposal.

Refurbishment and updating:

All glass panels shall be cleaned.

Refinished panels shall recreate original design on the reused glass panels with additional graphics to be provided to fit the redesigned layout.

All text shall be screen printed onto the reused glass panels.

All images shall be screen printed affixed with an approved permanent mounting method onto the reused glass panels.

4 new additional matching glass panels shall be created and added.

All images shall be reprinted and back mounted or screened printed onto the rear of each glass panel to ensure a longer life and less damage from routine cleaning

Large NATO logo shall be adapted to fit the new location. This shall require the reconstruction of one point and the background arc of the compass rose logo to compensate for the increased ceiling height of the new location.

All current standoffs shall be replaced with 3.5 inch standoffs of the same diameter to ensure ADA compliance.

8 Additional flag case shall be built to match the existing flag cases. (2 extra for NATO flags)

A screened frosted crest of each country shall be applied to the front glass of each of the 28 cases.

A bracketing system must be created to hold the glass panels. This must be wall mounted and be consistent visually from panel to panel. Additionally these panels must withstand the weight of the provided glass.

New lettering shall be created to replace each of the removed sections of lettering shall be created to specifications provided.

(Example: 4" tall letters shall be used to identify each of the country flags)

Directions for refurbishment are established below with directions panel by panel. The contractor shall be required to do the following for each of the existing panels:

- measure all images and match (create word document with image sizes)

- transcribe all text for each panel (create an accurate spell checked word document)
- strip all existing photos
- reproduce all photos from original negatives provided by government agency
- all new images will match the size and shape of existing images unless noted
- all photos will be applied or screened to the back of the glass panel
- contractor will have the option of removing and reproducing screened text or saving existing text (one caption will be changed due to an error)
- large glass panels will be cleaned and crests will be removed for repurposing
- large panels will be repurposed to contain images that were originally incorporated into the wall
- new graphic layouts will be created from existing negatives to fit repurposed glass

Section 1:

Panel 1: Origins of the NATO Alliance

This panel contains 7 images.

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Panel 2: World Events

This panel contains 7 images.

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Panel 3: *NEW panel to replace wall section*

A Defensive Alliance - Forged by Crisis

New images shall be created and applied to the back of the repurposed glass panel

This panel contains 6 images.

This panel contains a cutout of a crowd.

This panel shall be redesigned from original wall panel to fit repurposed glass.

This panel shall match the design.

Panel 4: *NEW panel to replace wall section*

Steeled against the Communist Threat

New images shall be created and applied to the back of the repurposed glass panel

This panel contains 5 images.

This panel contains a cutout of a figure.

This panel contains a cutout of Moscow.

This panel must incorporate a map of the Warsaw Pact.

This panel has a NATO Seal.

This panel shall be redesigned from original wall panel to fit repurposed glass.

This panel shall match the design.

Panel 5: Germany: Lightning Rod for Conflict...

This panel contains 7 images.
This panel contains a cutout map of Berlin.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 6: The Soviet Threat

This panel contains 6 images.
This panel contains two cutout diagrams.
This panel contains a cutout of a Soviet aircraft.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Section 2:

Panel 7: Soviet Expansion

This panel contains 6 images. (2 Maps)
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 8: The Cold War

This panel contains 8 images.
This panel shall be stripped of images.
This panel has one block of reversed text.
New images shall be created and applied to the back of the glass panel.

Panel 9: *NEW panel to replace wall section* The Cold War and NATO

New images shall be created and applied to the back of the repurposed glass panel
This panel contains 5 images.
This panel contains a background image of Checkpoint Charlie.
This panel shall incorporate newspaper articles.
This panel shall be redesigned from original wall panel to fit repurposed glass.
This panel shall match the design.

Panel 10: *NEW panel to replace wall section* Short range Nuclear Force

New images shall be created and applied to the back of the repurposed glass panel
This panel contains 4 images.
This panel must incorporate the NATO Nuclear map Panel.
This panel shall be redesigned from original wall panel to fit repurposed glass.
This panel shall match the design.

Panel 11: NATO Warsaw Pact – Strategic Nuclear Forces

This panel contains 9 images.

This panel contains no cutouts.

This panel has a large background image of a nuclear explosion.

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Panel 12: Peace through Strength and Negotiation

This panel contains 13 images. (6 diagrams)

This panel contains no cutouts.

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Section 3:

Panel 13: The Warsaw Pact is Disbanded

This panel contains 4 images.

This panel contains a cutout of Mikhail Gorbachev.

This panel has a screen-printed photo on the back of the glass. (will not be removed)

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Panel 14: NATO in Transition

This panel contains 7 images.

This panel shall be stripped of images.

This panel contains no cutouts.

New images shall be created and applied to the back of the glass panel.

Panel 15: *NEW panel to replace wall section* Post Cold War Defense Consultation and Cooperation

New images shall be created and applied to the back of the repurposed glass panel

This panel contains 3 images.

This panel contains a background image of NATO forces.

This panel shall be redesigned from original wall panel to fit repurposed glass.

This panel shall match the design.

Panel 16: *NEW panel to replace wall section* Soviet Breakup

New images shall be created and applied to the back of the repurposed glass panel

This panel contains 1 image.

This panel must incorporate soviet breakup reunification map.

This panel shall be redesigned from original wall panel to fit repurposed glass.

This panel shall match the design.

Panel 17: Arms Control

This panel contains 8 images. (2 diagrams)

This panel contains no cutouts.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 18: Securing the New Europe

This panel contains 7 images.
This panel contains no cutouts.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Section 4:

Panel 19: Crisis Management

This panel contains 15 images.
This panel contains no cutouts.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 20: Peace Keeping

This panel contains 10 images. (3 Graphics)
This panel contains no cutouts.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 21: *NEW panel to replace wall section* Challenges

New images shall be created and applied to the back of the repurposed glass panel
This panel contains a cutout of the earth.
This panel shall be redesigned from original wall panel to fit repurposed glass.
This panel shall match the design.

Panel 22: *NEW panel to replace wall section* Opportunities

New images shall be created and applied to the back of the repurposed glass panel
This panel contains a cutout of the earth.
This panel shall be redesigned from original wall panel to fit repurposed glass.
This panel shall match the design.

Panel 23: Interlocking Institutions

This panel contains 8 images. (4 Graphics)
This panel contains a cutout map of Berlin.
This panel shall be stripped of images.
New images shall be created and applied to the back of the glass panel.

Panel 24: Partnership for Peace

This panel contains 7 images. (1 Map)

This panel shall be stripped of images.

New images shall be created and applied to the back of the glass panel.

Section 5: The panels for this section have yet to be decided. Information will be provided for these panels upon award. Offerors shall price the section to assume the following specifications:

- screen-printed text 1 headline - 40 characters
- 8 captions – 1200 characters
- 8 images – 12” x 8”
- 1 large background image
- 1 cutout image

Panels 25, 26, 29, and 30 of the following panels shall be new glass to match existing panels.

Panel 25: To be determined

Panel 26: To be determined

Panel 27: *NEW panel*

This panel may contain cutouts.

New images will be created and applied to the back of the glass panel.

This panel shall be designed to fit repurposed glass.

This panel shall match the design.

Panel 28: *NEW panel*

This panel may contain cutouts.

New images shall be created and applied to the back of the glass panel.

This panel shall be designed to fit repurposed glass.

This panel shall match the design.

Panel 29: To be determined

Panel 30: To be determined

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NATO Corridor Section 1 FFP	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NATO Corridor Section 2 FFP	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NATO Corridor Section 3 FFP	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NATO Corridor Section 4 FFP	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NATO Corridor Section 5 FFP	1	Lot		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	14-SEP-2007	1	WHS/ESD DANNY VAUGHN WHS EXECUTIVE SERVICES 1155 DEFENSE PENTAGON RM 2E271 WASHINGTON DC 20301-1155 703-695-4266 FOB: Destination	HQ0165
0002	14-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0165
0003	14-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0165
0004	14-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0165
0005	14-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0165

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	APR 2007
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Technical Approach
- 2) Past Performance
- 3) Price

Technical and past performance, when combined, are more important than price. Therefore, the Government reserves the right to award to other than the lowest priced offeror. Offerors without a past performance history relating to this solicitation shall receive a neutral evaluation.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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 size standards in this solicitation.

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 its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) 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.

(4) 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-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) 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."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) 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 Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-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]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. 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 such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () 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 Federal, state or local government 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

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(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:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (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].

__XX__ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (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 (SEP 2006) (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) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(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.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- __XX__ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- __XX__ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- __XX__ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- __XX__ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___(20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- ___ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (27) 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).
- ___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___XX___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (36)(i) 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).
- ___ (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.]
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(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)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

“Issue by DoDAAC” field enter **HQ0034**

“Admin DoDAAC” field enter **HQ0034**

“Payment DoDAAC” field enter **TBD at time of award**

“Service Acceptor/Extension” or “Ship to/ Extension” field enter **HQ0165**

“Inspect By DoDAAC/ EXT” fields **leave blank**

“LPO DoDAAC/ EXT” fields - **Leave blank**

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address danny.vaughn@whs.mil and matt.korn@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.