

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W33SJJG-4223-0566		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HN-04-Q-0017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EDWINA S FRAYALL				b. TELEPHONE NUMBER (No Collect Calls) (912) 652-5987	
9. ISSUED BY US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/EDWINA FRAYALL 100 WEST OGLETHORPE AVE SAVANNAH GA 31401-3640 TEL: (912) 652-5987 FAX: (912) 652-6061		CODE ESF		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541710 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

QUOTATIONS ENVELOPES SHOULD ANNOTATE THE FOLLOWING INFORMATION ON THE BOTTOM LEFT CORNER OF THE ENVELOPE:

SOLICITATION: W912HN-04-Q-0017 (Edwina S. Frayall)
Archeological Investigations, Marine Corps Air Station, Beaufort, South Carolina
Closes: 5:00 p.m. (EST), September 16, 2004

A copy of this Request for Quotation and Scope of Work are available electronically on the Internet at the following web site: <http://ebs.sas.usace.army.mil/>

NOTE 1: Effective October 1, 2000 the North American Industry Classification System (NAICS) has replaced Standard Industrial Classification (SIC). The SIC Code for this action is 8733 and the NAICS Code is 541710, the size standard is 500 employees.

NOTE 2: The taxpayer identification number may be used by the Government to collect and report on any delinquent amounts arising out of the Contractor's relationship with the Government.

BASIS FOR AWARD:

Quotation shall meet the minimum requirements listed in the Request for Quotation and Scope of Work to be eligible for an award. An award will then be made to the vendor whose quote represents the lowest evaluated quoted to the Government and whose prices are otherwise determined to be fair and reasonable.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ARCHEOLOGICAL INVESTIGATIONS	1	Lump Sum	\$ _____	\$ _____

The work consist of providing all labor, equipment, tools transportation, and materials necessary to conduct fieldwork and prepare a final report detailing cultural resources phase I identification and phase II testing and evaluation of archaeological sites to determine whether these sites are eligible for National Register Historic Places in accordance with the National Historic Preservation Act (PL89-665) as amended, 36 CFR 60, and 36 CFR 800; conduct a phase I archeological survey of 3 acres, site testing on four archaeological sites to further define the nature, extent and integrity of these sites to be in compliance with Section 106 and Section 110 of the National Historic Preservation Act.

NOTE: Contractors must submit a itemized breakdown of all costs to include labor, travel equipment and supplies.

**ARCHEOLOGICAL INVESTIGATIONS
AT
MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA**

SCOPE OF WORK

1. Introduction

The Natural Resources and Environmental Affairs Office, Marine Corps Air Station (MCAS), Beaufort has requested phase II testing at four sites to definitively determine National Register of Historic Places (NRHP) eligibility pursuant to Section 110 of the National Historic Preservation Act, as amended. The sites are presently considered potentially eligible for the NRHP. The sites were identified by New South Associates in 1992. In addition to determining eligibility status the work at the sites will fill gaps in the historic record and determine management needs.

In addition to the testing, a phase I shovel testing effort of approximately 3 acres will be performed. A Phase I level investigation was conducted nearly 10 years ago and 1 site was located. The phase I effort conducted under this task order will be to relocate the site and determine the site's NRHP eligibility status.

The work outlined is to be conducted in accordance with the National Historical Preservation Act of 1966, as amended (PL-96-515), the Archeological and Historical Preservation Act of 1974, as amended (PL-93-291), the National Environmental Policy Act of 1969 (PL-90-190), Executive Order #11593, "Protection and Enhancement of the Cultural Environment", AIRFA, NAGPRA, and applicable Navy and Marine Corps regulations such as SECNAVINST 5090.6 and Marine Corps directive P5090.2b.

2. Location

The MCAS is located in Beaufort County, in the southeastern part of South Carolina. Established in 1943 as a Naval Air Station, the installation has grown considerably and presently encompasses over 7,000 acres. In addition to the MCAS proper, the acreage includes the Laurel Bay Housing Area and outlying forested parcels.

The four sites to be evaluated for the National Register are located near Albergottie Creek on the southeast side of the base. All sites are located in wooded areas (Attachment A).

The area requiring shovel testing is located north of the runway.

3. Research Objectives

The overall research objectives are:

- a. Background archival research and preparation of a research design;
- b. Fieldwork that shall include: evaluation of sites, marking of eligible sites, and completion of South Carolina state site forms;
- c. Laboratory Analysis; and
- d. Report Preparation.

4. **Previous Research**

Several archaeological investigations have been conducted at the Marine Corps Air Station, Beaufort and in Beaufort County. All archaeological sites to be investigated under this purchase order were recorded by New South Associates during a phase I investigation of several timber harvest areas.

Site 38BU1327 is a prehistoric and historic site measuring approximately 120m east/west x 100 m north/south. Deposits were noted to 50cm below surface. Historic artifacts were recovered in the eastern half of the site. Artifacts range in date from the late 1700s –1800s. Prehistoric materials were recovered throughout the site. Materials date to the Late Archaic and Middle Woodland periods.

Site 38BU1330 is a small prehistoric site measuring 40m east/west by 30 m north/south. The site is located approximately 150 m west of a marsh edge. Artifacts recovered during the Phase I investigation include Stallings Plan, Wilmington Series sherds, Savannah cordmarked and 1 Irene Series sherd. Cultural material was found between 10 and 35 cm below the surface.

38BU1326 represents an early 19th century historic site. The site is located 30m west of 38BU1324. The site measures 30m north/south x 65 m east/west. Cultural material was located between 40 and 50 cm below the surface.

Site 38BU1324 is a small prehistoric ceramic scatter located near Albergottie Creek. The site measures approximately 20m north/south x 60 m east/west. Artifacts were recovered 40-55 cm below surface. St. Catherine's Cord Marked, Horse Island Plain and St. Simons sherds were recovered during the initial identification of the site.

Site information is contained in the following:

Cable, John S., H.A. Gard, Charles E. Cantley, G. Ishmael Williams, and Mary Beth Reed

1994 Cultural Resource Surveys (FY92) of Timber Harvest Areas at the Marine Corps Air Station and Laurel Bay Housing Area, Beaufort, South Carolina and A Proposed Access Road Alignment and Drop Zone Area, Townsend Bombing Range,

McIntosh County, Georgia. Prepared by New South Associates, Stone Mountain, Georgia. Submitted to Gulf Engineers and Consultants, Inc., Baton Rouge, Louisiana.

5. Description Of Work To Be Performed

a. *Background Archival Research and Preparation of a Research Design.* The Contractor shall develop and implement background archival and literature research and informant interviews in order to identify the historical and environmental context for the research areas and to develop the research design.

The research design shall contain a brief description of the results of the background and literature search, a brief historical and environmental context and any proposed research questions.

b. *Fieldwork.*

i. **Site 38BU1327.** Site 38BU1327 shall be investigated to determine the degree of intact deposits and stratigraphy, the site boundaries, and the site's NRHP eligibility status (not eligible or eligible for listing).

Shovel tests shall be excavated at 10m intervals across the site, which measures approximately 120m x 100m. It is estimated that a minimum of 120 shovel tests will be required to cover the site. During recordation of the site, cultural material was found 50 cm below the surface. It is estimated from the site description that most of the test units will end around 60cmbs. The Contractor shall identify areas for test units based upon the results of the shovel testing. Four (4) 1m x 2m units shall be excavated. Units may be placed separately or grouped (combination of 1 x 2 m units), based upon the results of the shovel testing. Approximately 4.8 m³ will be excavated during the Phase II testing, excluding the shovel tests.

ii. **Site 38BU1330.** Efforts at this site shall provide sufficient data so as to definitively determine the site's National Register of Historic Places eligibility status (not eligible or eligible for listing). A combination of close interval shovel tests with test excavation units shall be used. Shovel tests shall be placed at 10m intervals across the site. The site as presently defined measures 40m x 30m. Approximately 12 shovel tests should be excavated. The contractor shall place the test units in areas of high artifact concentration and/or those areas likely to contain subsurface features. The exact placement of the units shall be at the discretion of the field director. Two (2) 1m x 2m test units shall be excavated. Cultural material was recovered from 10-35cm below surface. It is estimated that most test units will end at around 50cmbs. This estimate includes a 10cm stratum of sterile soil. The units may be placed singly or grouped. Approximately 2 m³ will be excavated during the Phase II testing.

iii. **Site 38BU1326.** Site 38BU1326 is a small site measuring approximately 30m x 65 m. Cultural material was recovered to a depth of 50cm below surface. Approximately 20 shovel tests shall be excavated at close intervals to determine areas of high artifact concentration. Based on data collected during shovel testing, the contractor shall excavate 2-1m x 2m units. It is anticipated the units shall be excavated to a depth not exceeding 70 cm. Approximately 2.4 m³ will be excavated.

iv. **Site 38BU1324.** Site 38BU1324 is a small site measuring 20m x 60m. Shovel tests shall be excavated at 10m intervals across the site. Approximately 12 shovel tests will be excavated. Based on the data collected during shovel testing, the contractor shall excavate 2-1m x 2m units. Cultural material was found from 40 to 55 cm below surface. Approximately 2.6 m³ will be excavated.

v. **Shovel testing 3 acres.** A small wooded tract is located north of the runway. Shovel testing shall be conducted at 30m intervals on 30 m transects. It is estimated that 5 shovel tests will be excavated per acre, or 15 shovel tests total. Should the contractor encounter cultural material in a shovel test, the contractor shall decrease the interval distance so as to define the limits of the artifact concentration. Sufficient shovel testing shall be done to definitively determine the NRHP status of sites discovered.

All Phase II Testing: Test excavations shall follow the natural stratigraphy of the site. Units shall be excavated in arbitrary 10 cm levels within each stratum. Excavation of the unit shall end after encountering a culturally sterile 10 cm level. If necessary, a small window (.5 x .5 m) shall be excavated in a corner of the unit to determine if additional cultural material bearing deposits are present. All soil shall be screened through 1/4 " mesh hardware cloth. Fine-screen (1/8" mesh) sampling shall also be carried out where appropriate. All excavation units shall be mapped at the same scale. All photographs shall be taken in both color and black and white, and photograph logs shall be kept. Feature photographs shall include profiles, planviews, and base of excavation. When photographed, the subject shall be identified on a menu or chalkboard, and a scale and north arrow shall be included. All units shall be backfilled before leaving the site.

At the level at which archaeological features are distinguished, the units shall be troweled, photographed, and then mapped. Soils in archaeological features shall be described by texture, and the Munsell Soil Color Chart shall be used to determine color. Within features, natural soil zones shall be excavated in 10-cm arbitrary levels. A form shall be completed for each level excavated. The form shall describe soils, artifacts recovered and other notable information. A separate form shall be filled out for each feature discovered, and feature fill shall be screened separately from the matrix.

Testing shall include geomorphological evaluations, midden and feature flotation, faunal and malacological analysis, C14 and other dating, macrobotanical analysis when appropriate. Oxidizable Carbon Ratio (OCR) dating alone is unacceptable. Laboratory analysis and reporting shall also be carried out and recorded in the report of testing for prehistoric and historic materials. Site limits shall be determined (surface area and depths) with all discovered features mapped and discussed within the report.

Artifact inventories shall be by provenience. The contents of each excavation unit, shovel test and surface collection must be separately recorded and not combined in the artifact catalog. An artifact inventory must accompany the draft report and be correlated with maps presented in the body of the report showing each individual site or isolated artifact .

Site documentation: Transit mapping shall be accomplished denoting the appropriate site boundaries and all surface features and excavation units. B/W photos and color slides shall be taken during all aspects of the work. Photos shall include a scale and identify subject and orientation on an information board. A photo for the report or a second photo may be taken without the information board. During all fieldwork, a field log shall be accurately maintained noting work accomplished, findings, and observations, impressions, and all information obtained that shall permit the regulatory and research goals of the project. Printed forms may be used to record various kinds of data obtained but the log should key observations to the appropriate forms and noting additional observations and information. This log must become part of the permanent record and shall be curated. A revised South Carolina state site form shall be completed by the contractor. The form shall note the testing work that was undertaken and the results.

Evaluation of sites. The Contractor shall conduct extensive archival research that shall be combined with the information gathered from the excavation to determine the sites' NRHP eligibility status. Evaluation criteria listed in *National Register Bulletin 15* shall be used in determining the sites' eligibility.

Accurate GPS location of site. Using a GPS unit, the contractor shall accurately map all sites. This data shall be in Universal Transmencator (UTM) format rather than longitude and latitude. One reading shall be taken of the datum point and further points shall be collected from the site's boundary or perimeter. Should the contractor determine only portions of the site eligible for the NHRP, that portion of the site shall be GPS'd also and identified separately as an eligible component of the site.

Marking of Eligible Sites, Including Appropriate Buffers. All areas designated eligible for the National Register of Historic Places shall be marked in a manner approved by the MCAS, NREAO. If the Contractor feels immediate site protection and signage are needed, the NREAO must be notified immediately.

c. *Laboratory Analysis.* All data shall be processed, described, and analyzed. The goal of the data analyses will be to evaluate and synthesize information obtained as a result of the archival research and fieldwork to address the research hypotheses, determine significance, and

produce a quality research document. This should include at least basic descriptive statistical summaries of the data. Such statistical summaries are to be included unless the sample size of any given artifact class, or classes, precludes this summary. These statistical summaries should then be used to evaluate relevant hypotheses proposed.

Material remains should be cleaned, stabilized, or conserved as appropriate so as not to preclude specialized analysis. The University of Alabama will be the repository for items excavated under this purchase order. Material remains shall be catalogued in accordance with procedures established by the University of Alabama. **Curation costs shall be paid by the Contractor.** Should the university have no established procedures the Contractor shall follow the procedures listed below:

All associated field notes and documentation shall accompany the collection. A duplicate set of all field documentation and laboratory analysis shall be produced on acid paper. All pertinent maps used and generated by the project shall accompany the collection. This includes, but is not limited to, USGS maps, regional and project area maps, survey and excavation maps, collection grid maps, and excavation unit profiles. An inventory of all maps shall accompany the artifacts. Archival and working sets of slides and prints shall be produced. All photographic materials shall be stored in archivally stable containers or holders. A photographic catalog listing materials by film type (e.g., roll film, sheet film, 35mm, slides, prints, video media) and in chronological order shall be included with the material remains. Packaging materials and methods shall meet the standards stipulated in 36 CFR Part 79, *Curation of Federally-Owned and Administered Collections*.

d. *Report Preparation.* The contractor shall prepare a draft report that contains the information gathered as a result of this task order. It shall be integrated into a graphically illustrated, scientifically acceptable draft report describing the effort's purpose and goals, field and laboratory methods, and results. The report shall conform to the format listed in the *South Carolina Standards and Guidelines for Archaeological Investigations* (2000) (available at www.cla.sc.edu/sciaa/sciaa.html). The archaeological data shall be integrated with the historical and environmental information to ensure correct site interpretations. The report shall minimally contain photographs of diagnostic artifacts and features. A table listing artifacts (type and number) by level shall be included in the discussion of each test unit.

After the contractor has received comments from Savannah District, the contractor shall prepare a revised draft report that incorporates the comments. After review of the revised draft report, the contractor shall prepare and submit the final report. The Contractor shall address and/or incorporate any comments made by Savannah District, Marine Corps Air Station, Beaufort, the South Carolina State Historic Preservation Officer, and other reviewers designated by the MCAS into the final report.

6. Reporting Requirements/Deliverables

a. *Research Design.* The Contractor shall prepare a research design that briefly describes the project goal and contains a map showing the areas to be investigated. A brief

description of proposed hypotheses to be tested that have been generated from proposed research questions, the implications of these hypotheses, and the specific field and laboratory methods that will be used to address these hypotheses shall be included. For the fieldwork, this will include the sampling strategy that will be used in the field and justification for how this sampling strategy addresses the proposed research questions.

b. *Management Summary.* The Contractor shall prepare a brief report describing the project goals, methods, and the results of the archival research, survey, and testing efforts. It shall describe each resource identified and the Contractor's preliminary conclusions concerning the eligibility of each for inclusion in the National Register of Historic Places. In addition, the Contractor shall assess the effect of any ground disturbance activities upon each resource, regardless of its potential significance.

c. *Draft Report.* The report shall be either spiral bound or perfect bound (or similar). Plastic comb binding is unacceptable and will be returned to the contractor for correction and rebinding at the contractor's expense.

d. *Final Report.* One copy of the final camera ready report original shall be printed on acid-free bond paper.

e. *Electronic Copy of Report.* The contractor shall submit two electronic copies of the report that include all tables, illustrations and photographs. One file should be in a portable document format (.pdf) file. The other file shall be an MS Word (.doc) file. Both files shall be placed on the same compact disc (CD).

f. *GPS Data.* Electronic DGPS data must be submitted on a 3.5 inch IBMTM compatible disc and must be compatible with Trimble PFINDERTM software. Each site must be a separate file and identified by the state site number. Site data lumped into large files is unacceptable and will be returned. Uncorrected data is unacceptable and will be returned to the contractor for differential corrections.

g. *Artifact Inventory.* An inventory of the artifacts by provenience and box number shall be submitted in electronic format on the CD containing the final report.

h. *Updated South Carolina Site Forms.* The contractor shall complete an updated site form for each site investigated. The site forms shall contain information discovered as a result of this excavation and contain a revised site map. Revisions to the topographic map shall also be made as necessary. Site forms shall be sent to Savannah District for review before submittal to the South Carolina Site Files (SCIAA). Forms that do not contain accurate information as determined by Savannah District and SCIAA will be returned to the contractor for corrections.

7. **Schedule**

a. *Archival Research and Research Design.* Archival research shall commence within 7 calendar days following receipt of the signed purchase order. Three copies of the research design

shall be submitted to Julie Morgan within 20 calendar days following receipt of the signed purchase order.

b. *Fieldwork*. Must commence no later than 25 calendar days following receipt of the signed purchase order and end within 60 calendar days following the receipt of the signed purchase order.

c. *Management Summary*. Within 80 calendar days after receipt of the signed purchase order, the Contractor shall submit to Savannah District 3 copies of the Management Summary.

d. *Draft Report*. Within 150 calendar days of receipt of the signed purchase order, the Contractor shall prepare and submit to Savannah District 5 copies of the draft report. The Government, any reviewers designated by the Government, and the South Carolina State Historic Preservation Officer shall review and comment upon the draft report. Savannah District shall compile the comments and submit them to the Contractor. The Government shall have a minimum of 30 calendar days to review the document.

e. *Preliminary Final and Final Report*. Upon receipt of the review comments, the Contractor shall incorporate or resolve all comments and submit one preliminary copy of the final report within 15 calendar days after receipt of Government's comments. One camera ready original and 8 bound copies of the final report shall be submitted to Savannah District within 30 calendar days after acceptance of the preliminary final report. All artifacts, photographs, negatives, maps, charts, tables, field notes, site forms, and standard drawings shall be submitted at this time to the University of Alabama unless other arrangements have been made in writing.

f. *Artifact Inventory and Curation Information*. Within 30 calendar days after acceptance of the preliminary final report, the Contractor shall provide a letter report containing information concerning the nature of archaeological and archival collections generated by the project with the project documentation and artifacts. This information shall include: total number of cubic feet, with breakdowns as to the number of cubic feet represented by archaeological materials and the number represented by archival materials; percentage breakdowns of artifact categories (e.g., 80 percent chipped stone, 10 percent aboriginal ceramics, 5 percent historic glass, 3 percent historic period ceramics, and 2 percent animal bone); descriptions of specific artifacts and archival materials which may require special curation conditions (e.g., wet wood and iron); and, a description of methods used in sorting and packaging materials. An artifact inventory that lists the artifacts by provenience and box number shall be included. **All information shall be submitted directly to the MCAS.**

g. *Electronic Copy of Report*. Two CDs containing electronic copies of the report in a .pdf file and a .doc file shall be submitted with the paper copies of the final report.

h. *GPS Data*. Corrected GPS data will be submitted to the MCAS at the same time as the draft report.

i. *Updated South Carolina Site Forms.* The contractor shall submit 1 copy of each updated site form to Julie Morgan, Savannah District. The site forms shall be submitted within 90 calendar days of receipt of the signed purchase order.

8. Personnel

a. *Principal Investigator.* The Principal Investigator shall meet or exceed the qualifications for archeologists as set forth in Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44739) and any criteria established by the State of South Carolina.

The Principal Investigator shall be responsible for the validity of the material presented in cultural, historical, and archaeological reports; shall have recognized expertise in these fields, shall sign the final report; and, in the event of controversy or court challenge, shall testify on behalf of the Government in support of the report's findings.

The Principal Investigator shall serve as the principal point of contact in liaison with Savannah District for all work required under the contract, and shall spend the time required in direct supervision and direction of the entire project to provide a professionally sound technical report. The Principal Investigator shall be responsible for the written report and shall be held accountable for any statements regarding significance and conclusions.

9. Contractor Responsibilities

a. Archeological site evaluations and recommendations for any additional work, if necessary, will be made by the Contractor based upon information derived from the methods outlined within this scope of work. A site (state of South Carolina) form will also be prepared and/or updated on all archeological site loci recorded for completion of this purchase order. **The Contractor shall submit the site forms to Julie Morgan, Savannah District.**

b. Official trinomial state site identification numbers will be used on all site forms, index forms, maps, charts, tables, graphs, and reports.

c. The Contractor shall obtain all necessary rights-of-way and shall verify with Savannah District that such rights-of-way have been obtained prior to visiting the project area.

d. The Contractor shall provide all transportation, materials, and equipment required to perform the work described herein. The Contractor shall provide all professional and technical services required to collect field data, mark all eligible sites, perform data analyses and interpretation, provide MCAS with appropriate data gathered during this study, and prepare the report and maps (including editing and proofreading). The Contractor shall be responsible for accomplishing all work in a timely and professional manner. Any work deemed inadequate or nonconforming by the COR shall be re-accomplished by the Contractor as necessary to comply with the Contract requirements at no additional cost to the Government.

e. The Contractor shall maintain open communication with the Savannah District archeologist, Julie Morgan, throughout the contract period. The Contractor shall coordinate all fieldwork schedules with Savannah District and MCAS, NREAO.

f. If the Contractor expects to publish any part of the final report, the Contractor shall provide a letter with the final report, specifying the expected date, place, and name of publication. Neither the Contractor nor any representative shall release any sketch, photograph, report, or other material of any nature obtained or prepared under this task order without written approval of the contracting officer prior to the time of final acceptance of the report by the Government.

g. Copyright will not be claimed by the Contractor for any materials produced under this Task Order. All such materials are to remain within the public domain.

h. If human skeletal remains are encountered during the course of this project, they shall be left in place and Savannah District archeologist, Julie Morgan, and John Luce, MCAS, NREAO, must be notified immediately. Further disturbance of the remains shall be minimized and they shall not be recovered.

10. Point of Contact

The technical point of contact (POC) at Savannah District is Ms. Julie Morgan and Ms. Judy L. Wood, Environmental Resources Branch. Ms. Morgan may be contacted via telephone: (540) 886-1586 or email - julie.a.morgan@sas02.usace.army.mil; and Ms. Wood may be contacted via telephone: (912) 652-5794 or email: judy.l.wood@usace.army.mil. The POC at the MCAS is Mr. John Luce, Natural and Environmental Resources Affairs Office, at phone - (843) 228-7464; email - lucej@beaufort.uscm.mil.

11. Mailing Address for Deliverables

Deliverables submitted to Savannah District shall be sent to the following address:

Commander
U.S. Army Corps of Engineers
ATTN: Julie Morgan (CESAS-PD-E)
100 W. Oglethorpe Ave.
Savannah, GA 31402-0889

Deliverables submitted to the MCAS, Beaufort, shall be mailed to the following address:

Commander
Marine Corps Air Station, Beaufort
ATTN: NREAO (John Luce)
P.O. Box 55001

Beaufort, SC 29904-5001

12. Coordination

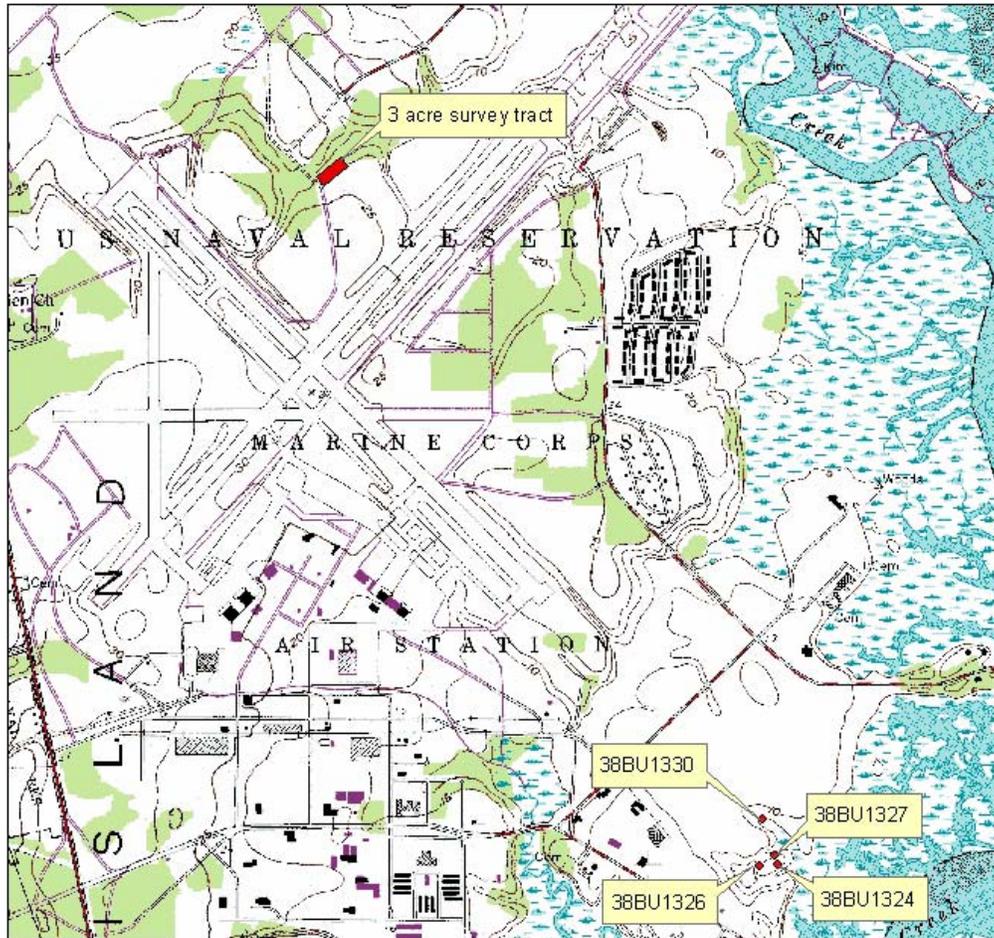
Savannah District archeologist, Julie Morgan, in cooperation with the cultural resources manager at the MCAS will be responsible for all coordination.

13. Modifications to the Scope of Work

The Contractor shall not be compensated for any work performed under the direction of the MCAS that has not been previously approved by Savannah District by issuance of a modification to the original scope of work.

14. Period of Service

All work under this task order shall be completed within three hundred (300) calendar days following receipt of the signed task order.



Marine Corps Air Station, Beaufort

Beaufort, SC
7.5 minute USGS



CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items

JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(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.

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 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 four 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 four 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)(7)(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 s 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 "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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

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

(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, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 12549). 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 () 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 (j)(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 (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR

52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), 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) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

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 (JAN 2002) (15 U.S.C. 637(d)(4)).

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

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

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

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

___ (11) 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).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

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

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(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)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

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

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 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)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__XX_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) 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.]

__XX_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

__XX_ (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) (MAY 1989) (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.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

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

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

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

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- ___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- ___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).
- ___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- _XX_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- ___ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- _XX_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000).
- ___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)