

Commercial Item Combined Synopsis/Solicitation Number N00014-04-R-0024:

Procurement and Installation of an IT Solution to Enhance System Availability of ONR's Mission Critical Software Applications

This document serves as Attachment 1 to the combined synopsis/solicitation for commercial items. An offeror has the option of proposing the required hardware, software, and associated support items using open market pricing and/or their GSA Federal Supply Schedule pricing. If using Federal Supply Schedule pricing, the offeror is required to submit a copy of their GSA Federal Supply Schedule along with their quote.

Offerors are required to submit a complete proposal package consisting of (1) cost/price proposal based upon the requirements stated below; (2) a completed Offeror's Representations and Certifications – Commercial Items (May 2004) found at FAR 52.212-3 and Alternate I (APR 2002); (3) Nine digit DUNS Number; (4) CAGE; (5) Tax Identification Number; and (6) if applicable, a copy of the GSA Schedule.

The completed proposal package is due no later than 2:00 PM Eastern Standard Time on Tuesday, 26 October 2004.

1.0 BACKGROUND

The Office of Naval Research (ONR), Office of the Chief Information Officer is responsible for the maintenance and upkeep of the information technology infrastructure, network, and hardware, software. This requirement deals with the hardware and software environment associated with ONR's mission critical software business applications.

ONR wishes to improve its current environment for enhanced system availability and a more robust, automated, and faster backup and recovery solution. A solution was approved by ONR management to extend the current infrastructure to add an additional VA 7410 Virtual Disk Array with 5TB of disk storage using Raid 5 to mirror the current clustered environment.

In addition, ONR wants to replace the existing backup and recovery solution with a Tape Library providing the ability for tapes (30) to be loaded in advance with automatic loading; and Business Copy Software to create clones and snapshots of data bases for easier and flexible handling of large chunks of data.

2.0 REQUIREMENT

ONR currently maintains its life cycle application development infrastructure using HP equipment and software and wishes to maintain a homogenous environment to maintain compatibility and stability. This investment has proven to provide great value in system performance, availability, and expandability options. This is an Hewlett-Packard (HP) specific requirement.

**** Special Notes Regarding This Requirement ****

- (1) Offerors must address the total requirement of hardware, software, services and follow-on support upon installation and testing.
- (2) All items must be currently in stock and available for delivery as a total solution.
- (3) Backorders are not acceptable.

2.1 Hardware

The contractor shall provide HP specific hardware, installation, testing, startup and 1 year support (see 2.7 below) services for a VA 7410 with Dual Controllers and associated software,

hardware, and peripherals, as stated below, to support a mirrored environment to the current cluster:

Part Number	Description	Qty
A6268AZ	VA 7410 Disk Array with Dual Controllers, 2048MB Cache (Factory Installed)	1
AD512A	HP Storage Works TAA SAN Switch 2/16V (Factory Integrated)	2
A4902A	HP Rack System/e. 41U (quartz Color)	1
A6192A	30 Enterprise Class 36GB 10K RPM FC HDD (Factory Integrated)	30
A6250AZ	HP Disk System 2405 Factory Racked	5
A6194A	Enterprise Class 73GB 10K RPM FC HDD (Factory Integrated)	60
J4370A	HP Rack System/E R6000 XR UPS (Factory Integrated/North America)	1
A5213AZ	HP Rear Door for 41U Quartz Rack	1
A5137AZ	Modular Power Distribution Units for Standard Racks (250V)/16amp 2.5M PDU jumper Cord C19/C20)	3

2.2 Business Copy Software

The contractor shall provide procurement, installation, testing, and 1 year support services (see 2.7 below) for HP Business Copy Software and associated software, as stated below, that will allow for efficient snapshots and clones of data bases. Software shall be configured to support the newly created mirrored environment:

Part Number	Description	Qty
T1009A	Business Copy Virtual Array 1 TB LTU	2
T1008A	Business Copy Virtual Array 500 GB-LTU	1
T1007A	Business Copy Virtual Array 50 GB LTU and SW Kit	1
T1006A	Secure Manager Virtual Array 5 TB LTU	1
T1004A	Secure Manager Virtual Array 500 GB LTU	1
T1003A	Secure Manager Virtual Array 50 GB LTU and SW Kit	1
324504-B21	Fabric Watch 20 GB SAN SW LTU	2

2.3 Tape Library

The Contractor shall provide procurement, installation, and testing, and 1 year support services (see 2.7 below) for a Tape Library and associated hardware/peripherals, as stated below, with ability to hold 30 tapes that can be loaded in advance:

Part Number	Description	Qty
330731-B21	MSL6030 0 Drive, Ultrium 460 LVDS, Rack Mount Tape Library	1
330729-B21	MSL6000 Ultrium 460 Drive Upgrade Kit (Factory Integrated)	2
330728-B21	MSL e1200-160 Fiber Card Kit (Factory Integrated)	1
Q2002A	HP Ultrium 2 Bar Code Label Pack	1

304826-B21	MSL Tape Library Rack Mount Kit	1
C7525A	Fiber Optic Cable 16m LC Duplex 50/125 M/M	25
C7524A	Fiber Optic Cable 16m LC	13
C7530A	Fiber Optic Cable 16m LC/SC Duplex 15/15 M/M	2
C7972A	Ultrium Data Cartridges, 400 GB	60

2.4 Engineering Support for Clustered Oracle Environment

The contractor shall provide engineering support to establish a clustered environment for an Oracle e-Business application using the newly created mirrored clustered solution. Oracle's e-Business applications used include Financials, Projects, Contracts, Federal Administrator, iProcurement, and HR, Not-to-exceed eighty (80) hours.

2.5 Configuration of Data Protector 5.1 Software

The contractor shall provide consulting services to configure ONR's existing Data Protector 5.1 software to work with the new Tape Library solution, Not-to-exceed forty (40) hours.

2.6 Configuration of MC-Service Guard Software

The contractor shall provide consulting services to configure ONR's existing MC-Service Guard 8.11.14 to work with the new mirrored VA 7410 solution, Not-to-exceed forty (40) hours.

2.7 Support Services

The contractor shall provide one year support services. The service shall consist of 24 hour comprehensive assistance with 2 hour response for software issues and 4 hour on-site response for hardware problem resolution, from date of award through twelve months thereafter.

2.8 Documentation

- (a) The contractor shall provide an implementation timeline within 5 days of contract award.
- (b) The contractor shall provide documentation associated with the procurement, configuration, and installation on CD ROM upon delivery and completion of installation.
- (c) The contractor shall provide and make available on a daily basis via e-mail the report(s) generated as a result of each task.

2.9 Delivery

(a) Delivery shall be FOB Destination, consigned to Faith Winter, Office of Naval Research, 800 N Quincy St., Room 228, Arlington, VA 22217-5660.

(b) All hardware and software items must be delivered to the address in paragraph (a) no later than 45 days after award. Multiple shipments will be accepted as long as the entire shipment is received/accepted by ONR no later than 45 days after award.

3.0 GOVERNMENT FURNISHED RESOURCES

3.1 Government Furnished Equipment (GFE)

Delivery, Installation and performance will be at the ONR Government facility, 800 N Quincy St., Arlington, VA, mostly in the computer room (Room 228). The contractor shall be responsible for providing the necessary computer software and hardware items required to perform the services in paragraph 2.0 Requirements, stated above.

There are several private (pay) parking facilities are located in the area. The office is within walking distance of the Ballston metro. Parking fees are not an allowable cost under the purchase order. If required to park at ONR, the offeror will need notify the Program Officer at least one day in advance.

3.2 Government Furnished Information (GFI)/Government Furnished Material (GFM)

The Government will provide all documents or correspondence determined necessary for the contractor to accomplish the tasks described in paragraph 2.0, Requirements. All GFI and GFM shall be returned to the Government upon completion of the tasking. All purchased hardware and software licenses will be turned over to the Government Program Manager, and become government property.

3.3 Security Information:

Contractor personnel will be escorted while they are on premises. During the installation, government personnel will remain with the contractor personnel.

4.0 PERIOD OF PERFORMANCE

- (a) Hardware and software shall be delivered within forty-five (45) days of award.
- (b) Installation and configuration will commence following delivery of hardware and software at a date to be determined and mutually agreed to by the contractor and the government Program Manager, but not later than sixty (60) days following hardware and software delivery.
- (c) Support Services shall commence upon acceptance of the installation and configuration through twelve months thereafter.

5.0 NUMBER OF AWARDS & CONTRACT TYPE

The Government intends to award one purchase order for this effort.

6.0 TYPE OF PROCUREMENT

- (a) This is an acquisition for commercial items. However, an offeror may chose to submit a quote in accordance with its GSA Federal Supply Service schedule.
- (b) *Commercial Item*: The provisions and clauses for commercial items are provided under paragraph 15.0.

- (c) *GSA Federal Supply Schedule*: Offerors who chose to submit a quote in accordance with their GSA Federal Supply Schedule are required to provide a copy of their schedule with their proposal. The clauses under the GSA schedule would then be applicable.

7.0 PERSONNEL REQUIREMENTS

The contractor shall provide HP experienced technicians with at least five (5) years experience with HP technology, specifically installing and configuring VA Disk Arrays with Oracle's e-Business Suite, and installing and configuring the software and hardware associated with the Tape Library and Business Copy Software.

8.0 CONTRACT SPECIALIST/CONTRACTING OFFICER

The Contract Specialist/Contracting Officer for this effort is as follows.

Ms. Toni Cristinzio
Office of Naval Research
Ballston Centre Tower One, Room 720
800 North Quincy Street
Arlington, VA 22217-5660
Telephone Number: (703) 696-8448
Facsimile Number: (703) 696-0066
E-mail Address: toni_cristinzio@onr.navy.mil

9.0 CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer Representative for this effort is as follows.

Faith B. Winter
Office of Naval Research
Ballston Centre Tower One, Room 215
800 North Quincy Street
Arlington, VA 22217-5600

Telephone Number: (703) Facsimile Number: (703) 696-6849
Email Address: winterf@onr.navy.mil

10.0 CENTRAL CONTRACTOR REGISTRATION (CCR)

If your company is not already registered in the Central Contractor Registry (CCR), you will be required to register in CCR prior to award of a contract. Information on CCR registration is available at <http://www.onr.navy.mil/02/ccr.htm>.

11.0 EVALUATION CRITERIA

The quotation/proposal will be evaluated using the following criteria.

- (a) Providing the total requirement
- (b) Best value/Lowest price

12.0 PROPOSAL SUBMISSION

The due date for receipt of proposals for this effort is no later than 2:00 PM Eastern Standard Time on Tuesday, 26 October 2004. Proposals shall be submitted to the Contract Specialist by one of the following methods:

- (1) Faxed to Toni Cristinzio at (703) 696-0066.
- (2) Emailed to Toni_Cristinzio@onr.navy.mil or cristit@onr.navy.mil.
- (3) Mailed or hand deliver three copies to:

Office of Naval Research
Attn: Toni Cristinzio, ONR 0251
Ballston Centre Tower One, Room 720
800 North Quincy Street
Arlington, VA 22217-5660

13.0 SUBMISSION OF QUESTIONS

Any questions regarding this solicitation must be provided in writing to Ms. Toni Cristinzio, ONR 0251 via E-mail at Toni_Cristinzio@onr.navy.mil or faxed to (703) 696-0066. Questions submitted less than 48 hours prior to the due date for the receipt of proposals may not be answered and the due date for receipt of proposals will not be extended.

14.0 SUBMISSION OF LATE PROPOSALS

Any proposal, modification, or revision that is received at the designated Government Office after the exact time specified for receipt of proposals is "late" and will not be considered.

15.0 APPLICABLE COMMERCIAL ITEMS PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

FAR 52.212-1	Instructions to Offerors – Commercial Items (Jan 2004)
FAR 52.212-4	Contract Terms and Conditions – Commercial Items (Oct 2003)
DFARS 252.204-7004	Required Central Contractor Registry (NOV 2003)

16.0 APPLICABLE COMMERCIAL ITEMS PROVISIONS INCORPORATED BY FULL TEXT

(A) FAR 52.212-3 Offeror's Representations and Certifications – Commercial Items (May 2004) and Alternate I (Apr 2002)

(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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(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 is to 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

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

(i) *General.* The offeror represents that either—

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

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

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

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *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 to the Equal Opportunity clause of this solicitation; 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 parts 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) or 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 FTA 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 FTA 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).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

(End of Provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(B) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statues or Executive Orders (Jun 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 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 shall 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 Total HUBZone Set-Aside (Jan 1999)(15 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)(15 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) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business 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.

X (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).

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

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

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

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (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).

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

X (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 Agreement – 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 (June 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

X (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. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (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 (Feb 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 (Apr 2002)(E.O. 11246).

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

(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 (Apr 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)

(C) DFARS 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 Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O.  2).
- 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 Restriction on Acquisition of 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 Pub. L. 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).
- X 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments 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).
- _____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III) (MAY 2002) (10 U.S.C. 2631).
- X 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 (FAR 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 (APR 2003) (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)