

A

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 53 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER CASU-10-0001	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER IN101020
7. ISSUED BY HHS/Mid America CASU Richard Bolling Federal Bldg 601 E. 12th St., Rm. 1724 Kansas City, MO. 64106		8. ADDRESS OFFER TO (If other than Item 7) CODE			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION		
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)		
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL:	A. NAME Michael Jensen	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 816 426-2631
		C. E-MAIL ADDRESS mike.jensen@psc.hhs.gov

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OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

C

Statement of Work

Statement of Work
American Battle Monuments Commission
– Web Interactive Programs
May 21, 2009

I. Background

The American Battle Monuments Commission (ABMC) honors the service, sacrifice and achievements of U.S. armed forces to fulfill the promise that “time will not dim the glory of their deeds.” Increasingly this mission includes an educational component. ABMC will make many of its interpretive materials Web accessible through the Commission Web site at www.abmc.gov. Such materials will be useful to prospective visitors planning a trip, visitors and staff on site, former visitors putting what they have seen and learned into context, educators and students, and citizens interested in military heritage. They will further the Commission’s mission and message, particularly among younger generations and those not able to visit an ABMC cemetery or monument. Among these educational initiatives will be World War I and World War II Timeline Interactive Programs that explain the campaigns wherein the war dead honored within ABMC cemeteries fell and place the cemeteries and events into their proper historical context.

II. Objective

To provide separate and distinct Web interactive programs that chronicle the timelines of the First and Second World Wars and establish the context of the major campaigns of the world wars; and to provide separate and distinct Web interactive programs that explain those campaigns. These interactive programs will be accessible through the ABMC Web site at www.abmc.gov, and eventually will be available on-site in visitor buildings at the overseas cemeteries maintained by the Commission.

III. Statement of Work

The scope of this Statement of Work encompasses contractor support to research, script, design, and build Web interactive programs; specifically, one World War I timeline program, one World War II timeline program, and 4 individual campaign programs, all to be produced during the two-year base period; and, if optioned by the Government, up to 12 additional individual campaign programs to be produced at the rate of 4 per option year. Upon completion and acceptance by the Government, the interactives shall have the characteristics and capabilities specified in paragraph IV (Tasks). The following references are provided to assist offerors’ understanding of the requirement and of the Government’s content and technical expectations:

- a. The World War II timeline outline is at Attachment 1.
- b. World War II entries envisioned for “1942” are at Attachment 2.

- c. Examples of Web interactive programs envisioned -- "The Normandy Campaign -- The Advance Inland" and "The Battle of Pointe du Hoc" are available for review on the home page of the agency Web site at www.abmc.gov.

IV. Tasks

The contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. Interactive program content will be reviewed and approved by the Contracting Officer's Technical Representative (COTR) and ABMC's Senior Historical Consultant. Specifically, the contractor shall research, script, design, and build Web interactive programs that shall provide the follow capabilities and content:

- a. The World War I and II timeline interactive programs shall be layered, allowing visitors to descend into increasing levels of detail as they choose. The contractor shall provide text, maps, graphics, pictures and other imagery, which shall be drawn from public sources insofar as possible. If drawn from private sources, the contractor shall coordinate the permissions and releases necessary to use them.
- b. The World War I and II timeline interactive programs shall be entered through links on the ABMC Web site at www.abmc.gov.
- c. The introductory panel of the World War I timeline interactive program shall present decade length intervals for the period 1864-1914 and six-month intervals for the period 1914-1918. The intervals shall appear on a scroll inviting the visitor to choose a decade or year. Visitors will "click" on appropriate points of the scroll to enter the interactive.
- d. The introductory panel of the World War II timeline interactive program shall present one-year intervals for the periods 1919-1939; six-month intervals within 1940, 1941, 1942, 1943, 1944, and 1945; and decade length intervals through 2005. The intervals shall appear on a scroll inviting the visitor to choose a decade or year. Visitors will "click" on appropriate points of the scroll to enter the interactive.
- e. Should the visitor "click" on a period or year, a map shall appear. Evocative pictures with captions shall be superimposed on the map with dates underneath. Examples for World War II might include "Hitler Seizes Power in Germany" for 1933 or "Japanese Attack Pearl Harbor" for December 1941. As many as twenty such pictures with captions may be associated with a given year.
- f. Should the visitor "click" on a picture with caption as described above, a narrative of 150-350 words shall appear, superimposed on an enlarged version of the picture and further embellished with maps, graphics and photographs and video as appropriate. In the cases of officially recognized campaigns accounting for substantial numbers of ABMC buried or memorialized, this narrative shall appear with yet another time scroll at the bottom representing significant sub-periods within the campaign.

- g. Should the visitor “click” on a sub-period of an officially recognized campaign, a map of the campaign sub-period depicting major unit (e.g. division) locations and key operational considerations at that time shall appear, along with an accompanying 150-350 word narrative. Collectively considered, the sub-period options for a campaign shall produce a continuous operational narrative of the officially recognized campaign.
- h. Should the visitor “click” on the icon representing a major unit (e.g. division) location for a campaign sub-period, a 400-600 word combat chronicle for that unit during the respective war shall appear. The interactive program designer shall build in the option to include a 150-250 word chronicle of unit activities during the particular sub-period of the campaign as well.

V. Period of Performance

Base period of two years from date of award and three one-year option periods.

VI. Deliverables

- a. The contractor shall deliver to the government the World War II “backbone” timeline interactive program, complete with respect to items IVa through IVf above and ready for posting on the ABMC Web site, within 12 months from the contract award date.
- b. The contractor shall deliver to the government the World War I “backbone” timeline interactive program, complete with respect to items IVa through IVf above and ready for posting on the ABMC Web site, within 18 months from the contract award date.
- c. The contractor shall deliver to the government, interactive programs of 4 officially recognized campaigns, complete with respect to items IVg and IVh above and ready for posting on the ABMC Web site, within 24 months of notice to proceed. The 4 campaigns will be selected in consultation with the COTR and ABMC’s Senior Historical Consultant.
- d. For each option period exercised, the contractor shall deliver to the government, interactive programs of 4 officially recognized campaigns, complete with respect to items IVg and IVh above and ready for posting on the ABMC Web site, within 12 months from the contract award date. The 4 campaigns for each option period will be selected in consultation with the COTR and ABMC’s Senior Historical Consultant.

VII. Key Personnel Requirement

For the purpose of the overall performance of this effort, the interactive program producer shall be designated as a key person. The producer shall facilitate government-contractor communications and serve as the primary technical and managerial interface between the contractor and the government Contracting Officer (CO) located in Kansas City, Missouri, and the COTR located at ABMC in Arlington, Virginia. The producer shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the government to subordinates.

The producer shall communicate with the CO/COTR as necessary to maintain satisfactory performance and to resolve/discuss other issues pertaining to government/contractor procedures. The producer shall prepare written minutes of these sessions and furnish them to the government within 2 workdays.

The producer shall have demonstrated and documented experience in researching, scripting, designing, and building Web interactive programs, and must be well versed in the participation of U.S. armed forces in World War I and World War II. The producer shall be able to read, write, speak, and understand English. The producer shall be available during normal duty hours (U.S. Eastern Standard Time) to talk with government personnel and be available to meet with government personnel within 24 hours to discuss pertinent issues.

VIII. Location of Performance

The work will be performed at the contractor's site.

IX. Contract Type – Firm-Fixed-Price

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties. However, this does not preclude the Government from requiring additional effort on firm-fixed-price contracts. During the term of this firm-fixed-price contract, the Government may require additional effort in order to successfully accomplish the Government's scope requirements. In accordance with Federal Acquisition Regulation 52.212-4, any changes in the terms and conditions of this contract may be made only by written agreement of the parties and approval by the Contracting Officers.

X. Other Performance Requirements

Information made available to the contractor by the government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the CO. The contractor assumes responsibility for protecting the confidentiality of government records that are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Any/all electronic and information technology (EIT) procured and/or developed through this effort shall meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

Attachments

Attachment 1, World War II Timeline Outline

Attachment 2, World War II Timeline: Entries for 1942

G

Contracting Officer:

Michael Jensen
Richard Bolling Federal Bldg.
601 E. 12th St., Rm. 1724
Kansas City, MO. 64106

Phone: 816-426-2631
E-mail: mike.jensen@psc.hhs.gov

COTR:

The COTR information will be provided at the time of award.

I

Contract Clauses

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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 of 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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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. 3701, *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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 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.
- (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.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEMS (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

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

__X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__X_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__X_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved]

__X_ (8)(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.

___ (9)(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.

___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.
- ☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (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.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ☒ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☐ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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)).

___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

X (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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Attachments: 1 and 2

Attachment 1 to SOW

World War II Timeline Outline

World War II Timeline Outline

1919-1939

- 1919: Versailles Treaty
- 1922: Mussolini Seizes Power in Italy
- 1929: New York Stock Market crashes, Great Depression Begins
- 1932: Manchurian Incident, Japan in China
- 1933: Hitler Seizes Power in Germany
- 1935: Italy Invades Ethiopia
- 1937: Sino-Japanese War begins in earnest
- 1938: Munich Crisis
- 1939: Germany Invades Poland (September 1), WWII Begins
Soviet Union invades Finland (November 30), Russo-Finnish War begins

1940

- Germans overrun Denmark and Norway (9 April-9 June)
- The Battle of France (10 May-22 June)
- Huge Losses to U-Boats in escalating Battle for the Atlantic (June)
- Italy enters WWII as German ally (10 June)
- The Battle of Britain (2 July – 17 September)
- The “Blitz” (7 September 1940 – 11 May 1941)
- Italy attacks Egypt (13 September)
- Tripartite Pact of Germany, Italy and Japan (27 September)
- Italy attacks Greece (28 October)
- United States initiates Lend-Lease (17 December)

1941

- British drive Italians from Egypt and eastern Libya (3 January-9 February)
- British drive Italians from East Africa (19 January – 28 November)
- German Afrika Corps intervenes in Libya (24 March)
- Germans overrun Yugoslavia and Greece (9 April-1 June)
- Fighting in Iraq between British and Iraqis (2-31 May)
- Battleship Bismarck Foray (18-27 May)
- Battle for Crete (20 May – 1 June)
- British seize Syria from Vichy French (8 June-11 July)
- Germans Invade Soviet Union (22 June)
- Russian Campaign (22 June 1941-7 May 1945)
- United States garrisons Iceland (7 July), extends convoy protection
- British and Soviet forces establish corridor and oil security in Iran (25 August)
- Jews in Occupied Europe ordered to wear Star of David (6 September)
- Soviet Winter Offensive near Moscow begins (6 December)
- Pearl Harbor (7 December)
- Antisubmarine Campaign (7 December 1941- 2 September 1945)
- Burma Campaign (7 December 1941 – 26 May 1942)
- Central Pacific Campaign (7 December 1941 – 6 December 1943)
- Philippine Islands Campaign (7 December 1941 – 10 May 1942)

1942

East Indies Campaign (1 January 1942 – 22 July 1942)
Fall of Singapore (15 February)
India-Burma Campaign (2 April 1942 – 28 January 1945)
Air Offensive Japan Campaign (17 April 1942 – 2 September 1945)
Aleutians Islands Campaign (3 June 1942 – 24 August 1943)
Battle of Midway (4-7 June)
Egypt-Libya Campaign (11 June 1942 – 12 February 1943)
Air Offensive Europe Campaign (4 July 1942 – 7 May 1945)
China Defense Campaign (4 July 1942 – 4 May 1945)
Papua Campaign (23 July 1942 – 23 January 1943)
Guadalcanal Campaign (7 August 1942 – 21 February 1943)
Dieppe (19 August)
Stalingrad (1 September 1942 – 2 February 1943)
U.S. Atomic Research placed under U.S. Army (17 September)
Algeria-French Morocco Campaign (8-11 November)
Tunisia Campaign (17 November 1942 – 13 May 1943)

1943

New Guinea Campaign (24 January 1943 – 31 December 1944)
Northern Solomons Campaign (22 February 1943 – 21 November 1944)
German U-Boats break off (22 May)
Sicily Campaign (9 July – 17 August)
Kursk (5-23 July 1943)
Naples-Foggia Campaign (18 August 1943 – 21 January 1944)
Teheran Conference (28 November-1 December)
Bismarck Archipelago Campaign (15 December 1943 – 27 November 1944)

1944

Anzio Campaign (22 January - 9 September 1944)
Rome-Arno Campaign (22 January – 9 September 1944)
Eastern Mandates Campaign (31 January – 14 June)
Normandy Campaign (6 June – 24 July 1944)
V1 Flying Bomb attacks on London begin (13 June)
Western Pacific Campaign (15 June 1944 – 2 September 1945)
Byelorussia Offensive begins (23 June)
Northern France Campaign (25 July – 14 September)
Southern France Campaign (15 August – 14 September)
Warsaw Uprising (1 August – 2 October)
North Apennines Campaign (10 September 1944 – 4 April 1945)
Rhineland Campaign (15 September 1944 – 21 March 1945)
Leyte Campaign (17 October 1944 – 1 July 1945)
Battle of Budapest (24 December 1944 – 13 February 1945)
Luzon Campaign (15 December 1944 – 4 July 1945)
Ardennes-Alsace Campaign (16 December 1944 – 25 January 1945)

1945

Central Burma Campaign (25 January – 15 July)
Yalta Conference (4-11 February)
Southern Philippines Campaign (27 February – 4 July)
Central Europe Campaign (22 March – 11 May)
Ryukyus Campaign (26 March – 2 July)
Po Valley Campaign (5 April – 8 May)
Berlin Offensive (16 April – 2 May)
China Offensive Campaign (5 May – 2 September)
German Surrender (7 May)
United Nations Charter signed (26 June)
Alamagordo Atomic Test (16 June)
Potsdam Conference (17 July – 2 August)
Hiroshima (6 August)
Soviet Manchurian Offensive (9-22 August)
Japanese Surrender (2 September)

Attachment 2 to SOW

World War II Timeline: Entries for 1942

World War II Timeline: Entries for 1942

Notes:

- Items headed in **Green** are campaigns in which ABMC is sufficiently involved to justify a separate campaign interactive.
- Items headed in **Blue** are officially recognized campaigns that will be flagged up to the first level, but will not have a full interactive. In this they will be similar to the items headed in black.

East Indies Campaign (1 January 1942 – 22 July 1942)

The Japanese moved quickly to seize the oil-rich Netherlands East Indies. The Allies hastily improvised the combined American-British-Dutch-Australian Command (ABDACOM), but this deployed far fewer ships and planes than the Japanese and its small garrisons were scattered from the Malay Peninsula through the East Indies to Australia. The Japanese leapfrogged methodically along multiple axes, first striking air fields to achieve air supremacy, and then landing troops to seize ports and airfields – repeating the process as they advanced. On 25 February ABDACOM collapsed, and British and American forces withdrew. The Japanese overran Sumatra, Borneo and Java, and pushed on towards Port Moresby, a base that would put their planes in range of Australia. Amphibious attempts on Port Moresby turned back in the face of repeated attacks by American carrier task forces, culminating in the four day Battle of the Coral Sea (4-8 May) -- notable because attacks were by air and surface vessels never came in sight of each other. The Coral Sea was a tactical draw, but had the strategic effect of causing the Japanese to shift from an amphibious to an overland approach on Port Moresby, beginning 22 July.

Wannsee Conference Formalizes Holocaust (20 January)

Nazi oppression of European Jews became more savage and comprehensive as their armies advanced. Many Jews had been dispatched to concentration camps, and here served as slave labor under horrific conditions. In a conference convened at Wannsee, a suburb of Berlin, Nazi senior leaders committed to more thorough plans for systematic extermination. European Jews were to be transported to the East, those who could work would be worked until they were no longer capable, and those who could not work would be executed. Ultimately all were to die, envisioned as the “final solution” to the so-called “Jewish problem”. Extermination camps were established at Auschwitz-Birkenau, Majdanek, Chelmno, Sobibor, Belzec and Treblinka. Ultimately the Nazis murdered over five million Jews. In addition they exterminated hundreds of thousands of gypsies, homosexuals, mentally handicapped and physically handicapped.

Fall of Singapore (15 February)

The Japanese had attacked to seize strategic and mineral-rich Malaya beginning 8 December 1941. The defending British, Indian and Australian troops were scattered to cover airfields and prospective landing sites, ill-equipped with respect to aircraft, artillery and armor, and poorly trained with respect to jungle warfare. The Japanese landed in and attacked through Thailand, outflanking Commonwealth defenses in northern Malaya.

They skillfully infiltrated or enveloped jungle positions, often at night, integrating the liberal use of air strikes and armor thrusts down roads. Japanese torpedo bombers sank the battleship *H.M.S. Prince of Wales* and battle cruiser *H.M.S. Repulse*, shocking the British Navy. By 31 January 1942 the Allies had been forced to retire into tiny Singapore Island. Here they were pounded by air attacks and heavy artillery while the Japanese prepared for an assault. The defenses were oriented to repulse an attack by sea, and unprepared to contest an amphibious crossing of the Strait of Johore. The Japanese threw three divisions across the Strait and rolled up Commonwealth defenses. On 15 February Singapore fell, and with it almost 140,000 killed, wounded or captured.

India-Burma Campaign (2 April 1942-28 January 1945)

By seizing Burma the Japanese cut off the last surface route available to the Allies providing supplies and assistance to China. The United States Tenth Air Force, newly activated in northeast India, began flying supplies over the treacherous Himalaya Mountains – the “Hump”. An Allied offensive into northern Burma could reopen ground communications into China, and also seize airfields from which Japanese fighter planes threatened flights over the Himalayas. Burma was mountainous, heavily forested, and inundated by monsoon rains three months out of every year beginning in April. Adopting jungle tactics developed by Commonwealth “Chindits”, the United States Army 5307th Composite Unit (Provisional) – “Merrill’s Marauders” – and Chinese units supplied by the Americans and based in India attacked beginning in October 1943. Overcoming enormous hardships, displaying brilliant tactics, and cooperating with local guerrillas, they rolled up successive Japanese positions and seized the critical Myitkyina airfield on 17 May, 1944. Meanwhile Commonwealth forces threw back Japanese counterattacks and advanced from Imphal and along the coast, and Chinese forces from Yunnan pushed down the old Burma Road. These drives linked up to liberate northern Burma. Ground convoys began rolling from India through Burma into China beginning 28 January 1945.

Air Offensive Japan Campaign (17 April 1942 – 2 September 1945)

Mindful of the threat of strategic bombing, the Japanese seized a defensive perimeter across the Pacific far enough out to put American bombers out of range – they believed. On 18 April 1942 sixteen B-25 Mitchell bombers commanded by Lieutenant Colonel James H. Doolittle and launched from the carrier USN *Hornet* struck Tokyo and Yokohama. Physical damage was minimal, but the psychological impact stimulated the Japanese to further expand their defensive perimeter, becoming overextended as they did so. The introduction of the 1,500 mile range B-29 Superfortress bomber and American offensives in the Pacific rendered the Japanese vulnerable to sustained strategic bombing. In June 1944 B-29 strikes into Japan out of China, supplied over the “Hump” from India, provoked the Japanese into further costly offensives in China. In July and August American forces seized Guam and Tinian in the Marianas Islands, bringing Japan into B-29 range from the Central Pacific. The seizures of Iwo Jima and Okinawa from February through June 1945 brought the B-29s even closer. Beginning in February 1945 the Americans shifted from daylight high altitude bombing to low level bombing at night with incendiaries. In a raid during the night of 9-10 March 1945 incendiaries created a huge fire storm amidst the vulnerable wooden buildings of Tokyo, destroying much of the city. By June the Americans proved capable of 6500 missions dropping 42,000 tons

of bombs in a single month. “Conventional” firebombing devastated Japan’s major cities, while aerially delivered mines, air attacks and submarine attacks destroyed Japanese shipping. On 6 August Hiroshima was destroyed by the first attack with an atomic bomb, and Nagasaki suffered the same fate three days later. On 14 August Emperor Hirohito committed to surrender, and the surrender document was signed on 2 September.

Aleutian Islands Campaign (3 June 1942 – 24 August 1943)

Energized by their successes thus far and stung by Colonel James H. Doolittle’s air raid on Tokyo, the Japanese determined to push their strategic perimeter out to include the westernmost Aleutian Islands and Midway Island. On 3 and 4 June a small Japanese fleet including two carriers bombed Dutch Harbor, in part to provide a diversion for the major sea battle they hoped to win off of Midway. Instead they were soundly defeated at Midway. The Japanese nevertheless occupied Kiska and Attu Islands, building air bases and defending Kiska with 4,000 and Attu with 1,000 troops. The Americans reinforced their air bases in the Aleutians and built further ones, while also reinforcing their ground strength and imposing an air and naval blockade on the Japanese garrisons. On 26 March 1943 they bested the Japanese in the air and naval Battle of the Komandorski Islands, effectively isolating Kiska and Attu. On 11 May the American 7th Infantry Division landed on Attu, beginning a fierce three week battle for that island. Cold, fog, wetness, mud, rough terrain and cloud cover characteristic of the Aleutians rendered Attu particularly difficult to secure. Over 2,500 Japanese died in the fighting for Attu, and only 28 surrendered. The Americans lost 549 dead and 1,148 wounded, and also suffered 2,100 non-battle losses, most notably to trench foot. Learning lessons from Attu, the Americans methodically prepared for an even larger invasion of Kiska. They landed on Kiska on 15 August and cleared it by 24 August, discovering that the Japanese had already evacuated. The Aleutian Islands Campaign represents the only ground fighting during World War II in the western hemisphere or on American soil.

Battle of Midway (4-7 June)

Midway was the decisive battle of the Central Pacific Campaign (7 December 1941-6 December 1943), and a pivotal turning point in World War II. After their successful attack on Pearl Harbor, Japanese offensives ranged widely through the Pacific and Indian Oceans. The Japanese nevertheless needed to destroy the American fleet in the Central Pacific to secure their holdings. They landed in the Aleutians to divert American attention, and then initiated an assault on Midway Island to draw in the American fleet. The Americans had broken Japanese naval codes sufficiently to develop invaluable intelligence. Avoiding a surface battle against the numerically superior Japanese fleet, they attacked the Japanese carriers by air when the Japanese planes were bombing Midway or replenishing themselves upon having returned. Low level American torpedo bombers took heavy losses, but sufficiently diverted the Japanese defenders to create an opening through which dive bombers plunged in from high altitudes. The Americans sank four aircraft carriers while losing one. These losses were catastrophic to the Japanese, who now had lost the initiative in the Pacific.

Egypt-Libya Campaign (11 June 1942-12 February 1943)

Beginning in September 1940 Commonwealth forces had battled against the Italians, and later the Italians and Germans, to secure Egypt. See-saw offensives and counter-offensives swept back and forth across Cyrenaica. By June 1942 Axis forces commanded by General Erwin Rommel were advancing into Egypt, threatening the vital Suez Canal, Middle Eastern oil supplies, and logistical routes into the Soviet Union. Commonwealth forces established a defensive line running south from El Alamein, and beat back fierce Axis attacks in July, August and September. Meanwhile the Commonwealth forces in Egypt, now commanded by General Bernard Montgomery, built up their strength, profiting from infusions of American lend-lease equipment and supplies in addition to reinforcement from other sources. American lend-lease particularly provided tanks, artillery and trucks to Commonwealth crews. An American air force that ultimately grew to three bomber groups and three fighter groups participated in the fighting, interdicting Axis port operations and supply lines and flying combat support missions. In October Montgomery went over to the offensive at El Alamein, breaking through and sweeping Axis forces before him. The Allies pushed on across North Africa, ending this campaign when Montgomery crossed into Tunisia to link up with Allied forces that had advanced from Morocco and Algeria.

Air Offensive Europe Campaign (4 July 1942-7 May 1945)

Recovering from the Battle of Britain (2 July-17 September, 1940) and the "Blitz" (7 September 1940 – 11 May 1941), the Royal Air Force undertook the strategic bombing of German cities, industries and facilities. In this they were joined by American bombers and crews beginning 4 July 1942. Both Allies steadily expanded their strategic bombing capabilities, with the Americans expanding at a more rapid rate. By mid-1943 the Allies had achieved a division of labor wherein the Americans conducted precision bombing during daylight and the British area bombing at night, subjecting the Germans to around the clock duress. Deep American daylight raids such as one into Schweinfurt on 14 October 1943 proved prohibitively costly until the Americans perfected a long range fighter to escort the bombers to distant targets. This capability was achieved in December 1943 with the upgraded P-51 Mustang. In that same month both the British and the American air forces dropped 12,000 tons of bombs in attacks ranging as deep as Berlin and beyond. Advances in the Mediterranean opened up airfields complementing those in Great Britain, permitting shuttling between theaters and exposing more German territory to strategic bombing. Constant hammering and their own defensive efforts drained away German resources while their cities underwent horrific destruction. By the time of the Normandy landings the German air force had been decimated, and subsequent attacks targeting fuel facilities dramatically eroded their capabilities for mechanized warfare. By the end of the war the Americans dropped 1,400,000 tons of bombs and the British 1,300,000 – at the cost of 79,000 personnel each lost in action.

China Defense Campaign (4 July 1942-4 May 1945)

Japan had been at war in China since 1931. China's poorly equipped army was outclassed by the modernized Japanese, and suffered from political discord as well. In addition to fighting the Japanese, Nationalist Generalissimo Chiang Kai-shek fought off

and on with forces of the Chinese Communist Party and had only nominal control over semi-autonomous warlords who controlled much of his army. Nevertheless a major fraction of the Japanese Army was tied down in China, and Allied planners considered it vital to keep them committed in that theater. Japan's naval dominance and its seizure of the Philippines, French Indo-China and Burma in 1941-1942 isolated China from all but a trickle of supplies flown over the Himalaya Mountains (the "Hump") from India. American advisors to Chiang debated whether to prioritize using these supplies to build up Chinese armies for ground offensives or to sustain American air offensives from Chinese airfields against Japanese forces, supply lines and perhaps their home islands. Chiang favored air offensives, and as the volume of supplies flown over the Hump increased these became more damaging and distracting to the Japanese. The Japanese brought their forces committed to China up to 820,000 men, and in April 1944 launched the vast ICHIGO Offensive to overrun the airfields being used by the Americans and to secure rail communications across China into Indo-China. In this they succeeded, in the process over-extending themselves and diverting resources from other theaters. In January 1945 the Allies liberated Burma and reopened the "Burma Road" into Kunming. Supplies rolled in. Desperate to reverse this refurbishment, the Japanese launched yet another offensive towards Chihchiang in April 1945. This time the Chinese held and, reinforced by newly equipped units, drove the Japanese back. The Japanese would now be on the defensive as their situation deteriorated in this and other theaters.

Papua Campaign (23 July 1942 – 23 January 1943)

Following up on earlier successes, the Japanese resolved to seize Port Moresby in Papua, a base from which they could threaten Australia and supply lines supporting it. A Japanese amphibious effort in May 1942 turned back after the Japanese failure to secure sea control in the Battle of the Coral Sea. Taking an alternate approach, on 21 July the Japanese landed at Buna on the northern coast of Papua, and set out along the Kokoda Trail over the formidable Owen Stanley Mountains to seize Port Moresby on the southern coast. Meanwhile Australia had been hastily reinforced by two Australian divisions returned from the Middle East and by two American divisions shipped across the Pacific. Allied contingents reinforced Port Moresby and set up a forward base at Milne Bay. They repulsed a Japanese attack on Milne Bay with heavy losses, and the Japanese force on the Kokoda Trail retired back over the Owen Stanley Mountains. The Allies went over to the offensive and converged on Buna and nearby Gona, dropping supplies from the air to partially compensate for the extremely difficult terrain and vegetation. The jungle climate was fiercely inhospitable, and for periods units operated with a little as third of their manpower due to disease and disability. The Japanese had constructed formidable defenses artfully camouflaged in the jungle, and repulsed the initial Allied attacks with heavy losses. The Allies built up manpower and supplies, and improved upon their tactical techniques in the jungle. Ultimately combined arms teams of artillery, tanks and infantry cracked the Japanese defenses, a bunker at a time. After hard fighting, the Allies wiped out the last Japanese stronghold on Papua on 22 January 1943.

Guadalcanal Campaign (7 August 1942 – 21 February 1943)

Following up on early successes the Japanese pushed into the Solomon Islands, resolved to expose Allied supply lines connecting North America with Australia to

attacks by sea and air. On 7 August 1942 the Americans counterattacked, landing their 1st Marine Division on Guadalcanal Island to seize a strategic Japanese airfield, which they renamed Henderson Field. Smaller landing forces secured nearby Tulagi and Tanambogo-Gavutu Islands. Guadalcanal was mountainous, heavily forested, hot, humid, wet and infested with malaria and dengue fever. After several naval battles the Japanese reinforced Guadalcanal by sea, but the Marines threw back their attacks in savage fighting. Both sides struggled to reinforce themselves, often with surreptitious landings at night, while see-saw naval and air combat surrounded the island. The Japanese again mounted major assaults during the period 23-26 October, and again were repulsed with heavy losses. The advantage shifted decisively to the Americans, who poured in reinforcements, intercepted and destroyed convoys attempting to reinforce the Japanese, and resumed the offensive. The Japanese suffered horribly from disease and hunger as well as American attacks. By mid-February 1943 the Japanese Navy evacuated survivors in daring night operations, and the Americans took control of the entire island.

Dieppe (19 August)

Having withdrawn from France in 1940, the western Allies were under pressure from the embattled Soviet Union to open a "Second Front" and draw off German forces. Although not yet prepared for a major invasion, the Allies resolved to seize a single port, probably temporarily. The operation would test German reactions and defenses, experiment with amphibious techniques, and hopefully draw the *Luftwaffe* into a losing battle with Allied air forces. The ground invading force numbered about 6,000, built around the 2nd Canadian Infantry Division. Commandoes did get ashore and neutralized flanking artillery batteries, but the element of surprise was compromised early and the main landing forces encountered well prepared defenses and fierce opposition. Allied fighter planes were operating at extended ranges and had limited dwell time. Their losses greatly exceeded those of the Germans, and air supremacy was never achieved. The Allies lost 1,027 killed and 2,340 captured, and withdrew from the beaches before noon. The mission proved a costly failure, but provided valuable lessons which the Allies drew upon designing future amphibious operations, most notably at Normandy two years later.

Battle of Stalingrad (1 September 1942-2 February 1943)

After Soviet counter-attacks beginning in December 1941 drove the Germans back from Moscow, both sides became exhausted in see-saw winter warfare that followed. Hitler resolved to refurbish his tattered armies and focus a spring offensive in a different direction, towards the oil-rich Caucasus. The German attack kicked off on 28 June and went well initially. The Germans seized Voronezh, closed to the Don River, captured Sevastopol, secured Rostov, and pushed on across the Don River and the Straits of Kirch to the ramparts of the Caucasus. Soviet resistance stiffened in the defense of Grozny and the mountain passes, and at the opposite flank of the offensive at the city of Stalingrad on the Volga River. Hitler was determined to push on to the Volga, but to do so required fighting from building to building through thirty miles of Stalingrad's urban sprawl along the banks of the river. The Soviets heavily reinforced Stalingrad, and bitter city fighting dragged on into the winter. German technological and maneuver advantages counted for less in the confused urban fighting. As increasing numbers of their better units were drawn in, they turned lengthy sectors flanking the city over to less well

equipped and reliable allies. On 19 November the Soviets, who had steadily built up massive counter-attack forces, smashed through weakened Axis lines north and south of Stalingrad and surrounded the city. Soviet advances forced a hasty German retreat from the Caucasus. The Germans isolated in Stalingrad fought on stubbornly but ultimately were annihilated, a disaster that cost Hitler over 300,000 men.

“Manhattan Project” to Build an Atomic Bomb (17 September)

The United States Government mobilized scientists and engineers to assist in the war effort, pouring millions of dollars into universities and laboratories. Of the numerous projects to harness scientific knowledge, none was more elaborate or consequential than the so-called “Manhattan Project” to build an atomic bomb. Since the first decades of the twentieth century scientists had speculated that enormous energy could be generated by sustained atomic fission. A number of these scientists were German Jews who fled Adolf Hitler’s tyranny. In 1939 Albert Einstein and Leo Szilard authored a letter advising President Roosevelt to develop a weapon relying upon atomic fission in the expectation Nazi Germany was trying to do the same. Scientists in a number of disparate locations began working pieces of the puzzle. On 17 September Colonel (soon Brigadier General) Leslie Groves was given command of the Manhattan Engineering District and empowered to direct all efforts to build an atomic bomb. General Groves appointed physicist Doctor Robert Oppenheimer to coordinate scientific research, and built huge secret facilities at Oak Ridge, Tennessee and Los Alamos, New Mexico. Ultimately Groves spent two billion dollars, and achieved the first man-made nuclear explosion at Alamogordo, New Mexico on 16 July, 1945.

Algeria-French Morocco Campaign (8-11 November)

American President Franklin Roosevelt and British Prime Minister Winston Churchill were eager to seize the initiative and strike an effective blow against Nazi Germany, especially since their Soviet allies were reeling in the face of massive offensives. After some debate, the western allies agreed to an invasion of North Africa – Operation TORCH. Such an invasion seemed within the means then available, would open Mediterranean shipping routes to vital Middle Eastern oil and other points east, would come into the rear of the *Afrika Corps* still fighting in Libya and Egypt, and seemed likely to bring French forces into the alliance. American task forces landed on beaches flanking Casablanca and Oran, and an Anglo-American task force similarly attacked Algiers. Near Casablanca and Oran resistance was significant at first, but force and diplomacy induced the Vichy French to surrender. In Algiers a pro-Allied uprising enabled the landing force to take the city with minimal conflict. The Allies enjoyed overwhelming naval supremacy, and achieved air supremacy through naval aviation and planes flown in from British owned Gibraltar. By 11 November resistance had ceased. French Admiral Jean Francois Darlan assumed governmental authority in North Africa. In due course most Vichy forces in Africa would join the Allies as Free French.

Tunisia Campaign (17 November 1942-13 May 1943)

Victorious in both Morocco-Algeria and Egypt, American and Commonwealth forces pressed forward into Tunisia, incorporating redesignated Free French units and hoping to trap the retreating *Afrika Corps* between them. Germany hastily intervened,

overrunning what remained of Vichy France and occupying Tunisia with German and Italian forces. The German reaction was quick and effective, and brought the Allies to a stalemate along the Dorsal Mountains by 1 January 1943. Taking advantage of the short sea route from Sicily, temporary air parity, central position and the fact that General Erwin Rommel's *Afrika Corps* arrived in Tunisia before General Bernard Montgomery's pursuing Eighth Army caught up with it, the Germans seized the initiative. A series of attacks provoked see-saw battles near Bou Arada, Robaa, Fondouk, and Faid, and an offensive culminating in the Battle of the Kasserine Pass inflicted embarrassing tactical defeats upon the Americans before it was finally contained. The Allied build up was inexorable, however, and green American forces quickly learned lessons from the battlefield and gained in tactical proficiency. The leadership of Generals George S. Patton Jr. and Omar N. Bradley proved critical in this regard. In early March German attacks in the vicinity of Medjez el Bab and Medinine were repulsed with heavy losses. The Allies went over to the offensive, grinding their way forward on multiple axes all along the front. Allied air and naval superiority isolated the theater as their forces closed in on Bizerte and Tunis. Effective resistance ceased on 13 May with the surrender of the Italian First Army. The Axis had lost 200,000 casualties and 275,000 prisoners, as compared to 70,000 casualties for the Allies. This disaster, coupled with the loss at Stalingrad several months earlier, threw the Germans onto the strategic defensive.

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Representations, Certifications and other Statements of Offerors

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2009)

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“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 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)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the

offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees Average Annual 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, or 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, or 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, or 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 o is, o 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o 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 o 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(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 for other than COTS items, 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "*Buy American Act—Free Trade Agreements—Israeli Trade Act*."

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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.* 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.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (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;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(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

(1) *Listed end products.*

☐ (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.

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

(2).o Outside the United States.

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *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 (l)(3) through (l)(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)*.

- o TIN: _____
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

L

Instructions to Offerors

Instruction to Offers
American Battle Monuments Commission
– Web Interactive Programs

SUBMISSION REQUIREMENTS

Offerors are required to submit two (2) documents: a written **Technical Proposal** (Offeror's Format) and a **Price Quote** (Offeror's Format).

TECHNICAL PROPOSAL

Offerors shall provide a technical proposal, limited to no more than ten (10) pages, that addresses the following:

- A. Methodology / Management Approach to successfully complete identified tasks in the Statement of Work (Attachment 1).
- B. Specific examples and evidence that outline the offeror's Capabilities and Experience in successfully accomplishing similar tasks relating to the Statement of Work.

Methodology / Management Approach

Describe how the work will be managed and controlled. Include a description of the offeror's management approach, to include the management of subcontractors if applicable, and a description of how quality, schedule and cost controls will be integrated.

Capabilities / Experience

Submit descriptions of work for two comparable projects completed in the past three years. The descriptions should include the overall scope of work required and performed, the total cost, cost control, duration (to include start and completion dates), compliance with performance schedules, quality of the work, and an explanation as to how the project is similar in scope and scale to the work required by this Statement of Work.

Include the client's name and address and at least two, but no more than three references; the references should include name, address, telephone number and email address.

ABMC will use the data provided to determine the quality of the offeror's Past Performance as it relates to the probability of success of the required effort.

PRICE QUOTE

The Offeror's price quote shall include all efforts to complete the Statement of Work requirements.

PERIOD OF PERFORMANCE

Base period shall be two years from date of award.

CONTRACT OPTION PERIODS

If determined to be in its best interest, the Government may exercise three one-year option periods.

EVALUATION CRITERIA

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

EXPERIENCE

PAST PERFORMANCE

PRICE

The Offeror's relevant experience and past performance is of equal importance, and, when combined, is more important than price for the purposes of proposal evaluation. Contract award shall be made to the responsible Offeror whose proposal, in conforming to this RFP, provides an overall best value to the Government wherein the Government is more concerned with obtaining superior technical capability and superior past performance, than in making an award to the firm with the lowest overall price to the Government.

52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves

the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors 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.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

M

Evaluation Factors for Award

52.212-2 Evaluation—Commercial Items.

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL ITEMS (JAN 1999)

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

Experience
Past Performance
Price

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are Significantly more important [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

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

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

(End of provision)