

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   21	
1. REQUEST NO. W912P5-04-T-0013	2. DATE ISSUED 16-Dec-2003	3. REQUISITION/PURCHASE REQUEST NO. W38XDD-3321-5642	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY US ARMY CORPS OF ENG.-NASHVILLE DISTRICT CELRN-CT, ROOM A604 110TH NINTH AVE. SOUTH P O BOX 1070 NASHVILLE TN 37202-1070			6. DELIVER BY <i>(Date)</i> <b>SEE SCHEDULE</b>			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> JAMES W PURCELL 615-736-7569						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> US ARMY ENG DISTRICT- NASHVILLE-DACW62 CONTRACTING DIVISION P. O. BOX 1070 NASHVILLE TN 37202-1070 TEL: (615) 736-7276 FAX: (615) 736-7124			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 06-Jan-2004						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.   %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EMPLOYEE ASSISTANCE PROGRAM COUNSELING Diagnostic Counseling Services, Base Year (Approx 100 hours), 1Feb 2004 through 31 Jan 2005.	1	Lump Sum		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	EMPLOYEE ASSISTANCE PROGRAM COUNSELING Diagnostic Counseling Services, Option Year 1 (Approx 100 hours), 1Feb 2005 through 31 Jan 2006.	1	Lump Sum		

## Section C - Descriptions and Specifications

SCOPE OF SERVICES**SCOPE OF SERVICES**1. GENERAL.

a. The objectives of the Employee Assistance Program (EAP) are to assist employees and their immediate family members with drug, alcohol, financial, personal behavioral and medical problems which impact adversely on the employee's job performance, and to refer the employee for treatment or rehabilitative care.

b. The Nashville Engineer District includes approximately 840-870 employees, 500 of which are in the Nashville area. The diagnostic and referral services shall be available to all employees and their immediate family. The immediate family consists of the spouse and unmarried children under the age of 22, including legally adopted children. Unmarried stepchildren, foster children, and recognized natural children (illegitimate) under the age of 22 are also included if the employee has legal custody. A disabled child age 22 or over shall also be eligible for coverage.

c. The EAP functions as a screening service for all employees whose job performance appears to be affected by a personal problem. Regardless of the personal problem involved, the Contractor will provide counseling or referral services designed to resolve the problem and restore the employee to effective job performance.

2. Staffing. The Contractor must have adequate staffing to allow for approximately 15 to 48 persons per year to obtain assistance and to be seen for initial evaluation within two working days. It shall be the Contractor's responsibility to determine the need for regular or occasional counselors, as well as one permanent counselor and clerical support. All services other than clerical support will be provided by counselors who are certified in substance abuse counseling along with an advanced degree in counseling, employee health or a related field.

3. Appointments.

a. Direct counseling will be offered to employees and their dependents for five separate one-hour sessions per family per twelve-month period. Any additional costs incurred for rehabilitation services are the responsibility of the employee.

b. Field employees outside the Nashville commuting area may contact the Contractor and will be referred to organizations within 25 miles of the employee's duty station or residence. The cost of five separate one-hour sessions per family by local organizations to which referred will be borne by the Contractor. The Contractor is responsible for monitoring the progress of an employee referred to the subcontractor and for maintaining liaison between the EAP Coordinator of the Nashville Engineering District and the subcontractor to which the employee is referred. The subcontractor must be able to see employees within two working days.

4. Counseling, Diagnosis and Referral.

a. The Contractor will accept management referral or self-referrals. The Contractor will consult with the referring party, providing guidelines where appropriate, in confronting the employee's job behavior or performance problem. The Contractor's activities will be directed toward initial evaluation and when appropriate, referral of the employee to community or other resources. The Contractor must have knowledge of community resources currently available which offer treatment and rehabilitative assistance on a referral basis. The Contractor must possess the necessary skills to determine the nature of the employee's problem through interviewing. If necessary, the Contractor shall also refer the employee for further medical evaluation, diagnostic workup and other health information as will permit appropriate case management.

b. Where appropriate, and allowed by the confidentiality requirements, the Contractor shall also apprise the referring management official of the employee's progress in treatment, assisting where possible in job adjustment.

5. Questionnaire. The Contractor will provide the questionnaire enclosed as Attachment 1 for the employee to complete before the employee receives the fifth (5<sup>th</sup>) counseling session. The employee will be requested to mail the questionnaire to the Nashville Engineer District EAP Coordinator, ATTN: CELRN-SO.

6. Counseling Facilities. The Contractor shall inform the EAP Coordinator 30 days before relocating any counseling facility.

7. Telephone Service. The Contractor will accept collect calls or provide a 1-800 number to facilitate service to employees not in the Nashville commuting area.

8. SPECIFIC PROCEDURES FOR CASE HANDLING.

a. Management-initiated referral. The Contractor will:

(1) Provide management officials with guidance in confronting employees with job performance or behavior problems. Advise management officials regarding client confidentiality requirements.

(2) Interview the employee and, with the employee's knowledge and written consent, obtain the appropriate information including medical history, if necessary, to determine the nature of the employee's problem.

(3) Determine the nature of the problem, and if necessary, make referrals to local community resources as may be necessary for further medical assessment, diagnosis and/or rehabilitative assistance.

(4) Upon professional assessment of the case, develop a written plan of action for resolution, discuss the recommendation with the employee, advise the employee of appropriate available community treatment resources, help make arrangements for utilizing these sources, and encourage the employee to participate in a rehabilitation program.

(5) Notify the EAP Coordinator when assessment is made and when the case is closed.

(6) Inform the EAP Coordinator of any necessary work absence or other special considerations necessary to the rehabilitation process.

(7) Maintain on-going contact with the community treatment resource to which the employee is referred and with the employee until treatment is discontinued.

(8) Throughout the treatment program, as allowed by the confidentiality requirements, be available to the supervisor to discuss rehabilitative efforts and their relationship to job performance; to the family; or other treatment resources, for maintenance of a well coordinated rehabilitation program.

(9) Inform the EAP Coordinator if the employee misses appointments or discontinues the treatment prior to the case being considered closed.

(10) Maintain a record system in accordance with applicable laws and regulations relating to alcohol and drug prevention, treatment and rehabilitation; the Privacy Act of 1974; and other applicable laws, regulations, and guidelines governing confidentiality of medical counseling records, and will be subject to the penalties imposed by such laws for improper disclosure.

(11) Notify the EAP Coordinator monthly of the employee's progress in the treatment program.

b. Employee – initiated referral.

(1) When an employee self-refers to the program, the Contractor will conduct the necessary interview and assessment, and formulate a written action plan for assistance in the same manner as with management-initiated referrals.

(2) The confidentiality requirements will be strictly observed.

(3) In an employee drops out of a treatment program, the case file will be documented accordingly and no further action shall be taken.

(4) Should a voluntary referral case be in progress and the employee's supervisor or EAP Coordinator contacts the Contractor with documentation of the employee's supervisor or EAP Coordinator contacts the Contractor with documentation of the employee's work performance deterioration of aberrant behavioral patterns at work, the Contractor will adhere to the confidentiality requirements strictly, giving no indication of the employee's previous self-referral. If deemed necessary, the Contractor may utilize another five sessions for the employee in order to fulfill the requirements of the management-initiated referral. (Refer to paragraphs 8a and 9a.)

## 1. REPORTS.

a. The Contractor will submit monthly reports to the EAP Coordinator on each individual that is currently enrolled through management referral. The report should include the individual's progress during rehabilitation. The report must provide an acceptable diagnosis, which includes the following information, or parts identified by the Corps of Engineers as necessary or relevant:

(1) The history of the conditions.

(2) Clinical findings from the most recent psychological evaluation.

(3) Diagnosis, including the current clinical status.

(4) Prognosis, including plans for future treatment and an estimate of the expected date of full or partial recovery.

(5) An explanation of the impact of the condition on overall health and activities, including the basis for any conclusion that restrictions or accommodations are or are not warranted, and where they are warranted, an explanation of their therapeutic or risk avoiding value.

(6) An explanation of the basis for any conclusion that the individual is or is not expected to suffer sudden or subtle incapacitation by carrying out, with or without accommodation, the tasks or duties of a specific position.

(7) Narrative explanation of the basis for any conclusion that the condition has or has not become static or well stabilized and the likelihood that the individual may experience sudden or subtle incapacitation as the result of the condition. In this context, "static or well stabilized condition" means a condition that is not likely to change as a consequence of the natural progression of the condition in response to the work environment itself. "Subtle incapacitation" means gradual, initially imperceptible impairment of mental function whether reversible or not which is likely to result in performance or conduct deficiencies. "Sudden incapacitation" means abrupt onset of loss of control of mental function.

**b. The Contractor will provide a Quarterly Utilization Report, using Attachment 2 as the format. This report shall be submitted to the EAP Coordinator, Safety Office, U.S. Army Engineer District, Nashville, P.O. Box 1070, Nashville, Tennessee 37202-1070, no later than 3 weeks after the end of each quarter (28 February, 31 May, 31 August, and 30 November).**

c. The Contractor will provide an annual report summarizing results achieved through counseling for each of the cases reported on the quarterly summaries using Attachment 3 as the format. This report should be submitted no later than three weeks after 31 December.

#### 10. Records.

a. The contractor will be responsible for maintaining individual files for each case handled. Such records will be maintained in accordance with the confidentiality requirements of Section 408 of Public Law 92-255 (The Drug Abuse Office and Treatment Act of 1972) as amended by Section 303 (a) of Public Law 93-282 and Section 333 of Public Law 91-616 (The Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970) as amended by the Section 122 (a) of Public Law 93-282.

b. All records of the EAP are considered to be under the jurisdiction of the Government. Upon completion/termination of this contract, the records on management referrals shall be surrendered to the EAP Coordinator. All records maintained by the Contractor on self-referrals will be kept on file for a period of five (5) years.

#### 11. Contractor Liability.

a. The Contractor assumes all legal and professional responsibilities and liabilities attendant on the professional practices in the rendering of health services.

b. The Contractor will submit evidence of liability insurance to the Government prior to the Contracting Officer signing the contract.

12. **RIGHTS IN DATA.** The Contractor shall not publish or disseminate any data obtained, or information resulting from work pursuant to this contract without prior written approval of the Contracting Officer.

#### 13. **PRIVACY ACT.**

a. The contractor agrees:

(1) To comply with Public Law 91-579 (the Privacy Act of 1974) and the rules and regulations issued pursuant to the Act in the design, development, or operation of a system of records on individuals established as a result of this contract;

(2) To include the solicitation notification contained in this contract and in every subcontract awarded as a result of this contract when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish the requirements of this contract; and

(3) To include this clause in all subcontracts awarded pursuant to this contract that requires the design, development, or operation of such a system of records.

14. **CONTRACT PERIOD.** This contract shall be in effect for one year beginning on or about 1 February 2004 or the effective date of the award, with a one-year option for the Government to extend.

15. **VARIANCE.** This contract is for approximately 75 to 150 sessions per year. These sessions are based on 15 to 48 persons utilizing the EAP for five separate one-hour sessions per year. If the Contractor counsels less than the amount of persons estimated, the invoice must reflect the reduction in hourly sessions. However, if 90% of the estimated 150 contracted sessions have been expended prior to the end of the contract period, the contractor must notify the contracting Officer for an increase in sessions.

16. **BILLING.** Payment will be at monthly intervals in arrears for actual performance upon submission of an invoice. The invoice should be submitted to the U.S. Army Corps of Engineers, ATTN: Safety Office/Flournette Roper, P.O. Box 1070, Nashville, Tennessee 37202-1070. Payment shall be made to the contractor for the actual number of hours performed for the quarter.

ATTACHMENT 1

**Corps of Engineers' Employee Assistance Program (EAP)**

This questionnaire has been developed to determine your satisfaction with the services provided by the Contractor so that we can evaluate the effectiveness of the EAP. Completion of the questionnaire is entirely voluntary and anonymous.

A. On your first contact with the Contractor, were you satisfied with the manner in which the person responded to your request for assistance/information?

1) Yes 2) No

B. Considering the urgency of your concerns, was the length of time between your call to the Contractor and your first appointment reasonable?

1) Yes 2) No

C. Do you feel the EAP services have contributed to finding a solution to your situation/problem(s)?

1) Yes 2) No

D. How do you feel about the helpfulness of the therapist who dealt with your situation/problem(s)?

1) Yes 2) No

E. During the first five visits, you and the therapist are supposed to resolve or develop a plan for dealing with/resolving your situation/problem(s). Was this accomplished?

1) Yes 2) No

F. If needed, would you use the services of EAP again?

1) Yes 2) No

G. If a co-worker confided in you about a personal problem, would you recommend they use the EAP?

1) Yes 2) No

Please feel free to ad any general overall comments about your experience with the EAP.

Thank you for completing the questionnaire. Your answer will help us, the Corps of Engineers, evaluate the EAP so that we can better meet the needs of our employees. Please mail the questionnaire to Flournette Roper at CELRN-SO.

John W. Tibbels, Jr.  
Chief, Safety Office

**ARMY CORPS OF ENGINEERS  
Employee Assistance Program  
Quarterly Statistical Report  
Quarter \_\_\_\_\_**

**Total number of client/family counseling interviews this period**

**Employees/families from Nashville District seen for counseling**

**Employees/families from out-of-town districts seen for counseling**

**Employees/families continued from previous period.**

**Type of Referral:**

Self  
Family  
Supervisor Suggestion  
Other  
Co-worker

**Client's Relationship to Employee:**

Self  
Child  
Spouse  
Other

**Gender:**

Male  
Female  
Transsexual

**Race:**

Caucasian                      Hispanic  
African American              Asian American  
Native American                Other

**Client's Marital Status:**

Single  
Married  
Divorced/Separated  
Remarried  
Widowed

**Client's Age:**

19 and under                      40-49  
20-29                                      50 and above  
30-39

**Employee's Job Site:**

Nashville                      Alabama                      Tennessee                      Kentucky

**Problem Category (all that applied):**

Marital	Divorce	Separation	Parent/child
Abuse	Depression	Anxiety	Relationship
Parenting	Socially isolated	Family issues	Life Transition
Alcohol-self	Alcohol-other	Drugs-self	Drugs-other
Financial	Job Related	Legal	Grief

**Treatment recommendations:**

Remain with EAP                      Outpatient Services: \_\_\_\_\_                      No Further Treatment

**ARMY CORPS OF ENGINEERS  
Employee Assistance Program  
Annual Statistical Report**

**Total number of client/family counseling interviews this year**

**Employees/families from Nashville District seen for counseling**

**Employees/families from out-of-town districts seen for counseling**

**Type of Referral:**

Self  
Family  
Supervisor Suggestion  
Other  
Co-worker

**Client's Relationship to Employee:**

Self  
Child  
Spouse  
Other

**Gender:**

Male  
Female  
Transsexual

**Race:**

Caucasian                      Hispanic  
African American              Asian American  
Native American                Other

**Client's Marital Status:**

Single  
Married  
Divorced/Separated  
Remarried  
Widowed

**Client's Age:**

19 and under                      40-49  
20-29                                      50 and above  
30-39

**Counselings per Job Site:**

Nashville\_\_\_\_, Alabama\_\_\_\_, Tennessee\_\_\_\_, Kentucky\_\_\_\_

**Problem Category (all that applied):**

Marital	Divorce	Separation	Parent/child
Abuse	Depression	Anxiety	Relationship
Parenting	Socially isolated	Family issues	Life Transition
Alcohol-self	Alcohol-other	Drugs-self	Drugs-other
Financial	Job Related	Legal	Grief

**Treatment recommendations:**

Remain with EAP                      Outpatient Services: \_\_\_\_\_                      No Further Treatment

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://farsite.hill.af.mil/VDFDARA.HTM>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of the current year of the contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 624190.

(2) The small business size standard is \$6,000,000 or less.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate 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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

Veteran-owned small business concern means a small business concern--

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

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

"Women-owned small business concern," means a small business concern --

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

#### 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/Terlist1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

#### 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)