SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HQ0013-06-C-0009	13-Mar-2006		HQ0013-06-R-0003	27-Jan-2006

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	TOYE LATIMORE	(703) 601-3848	09:00 AM 21 Feb 2006

9. ISSUED BY CODE HQ0013

DEFENSE SECURITY COOPERATION AGENCY-CON
MS TOYE Y LATIMORE
201 12TH STREET SOUTH
SUITE 203
ARLINGTON VA VA

TEL:

FAX:

10. THIS ACQUISITION IS

[X] UNRESTRICTED

[ ] SET ASIDE: % FOR

[ ] SMALL BUSINESS

[ ] HUBZONE SMALL BUSINESS

[ ] 8(A)

NAICS: 541611

SIZE STANDARD: 6.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE HQ0013

DEFENSE SECURITY COOPERATION AGENCY-OPS
MR TIM KELLY
WARSAW INITATIVE FUND (WIF)
201 12TH STREET
SUITE 203
ARLINGTON VA 22202-5408

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE 5Z498

DFI INTERNATIONAL INC
SUSAN PARSONS
DBA/DFI GOVERNMENT SERVICES
ATTN: SUSAN PARSONS
1717 PENNSYLVANIA AVE NW
WASHINGTON DC 20009

TEL. 202.416.0126 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE SC9999

DFAS INDIANAPOLIS
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-1325

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$187,144.04

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES

[ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE

[X] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Toye Y. Latimore

31c. DATE SIGNED

03-Mar-2006

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

Toye Latimore / Contracting Officer

TEL: (703) 601-3848 EMAIL: TOYE.LATIMORE@DSCA.MIL

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PAST PERFORMANCE SURVEY

PAST PERFORMANCE QUESTIONNAIRE
HQ0013-06-R-0003
Review of the Defense and Military Reforms of the Republic of Albania

DUE: BY THE CLOSING DATE AND TIME AS ADVERTISED ON THE FRONT OF THE SF 1449
9:00 February 21, 2006

(**Note:** Complete questionnaire and **fax to Toye Latimore** @ 703-602-1671, **no cover sheet required**)

I. Evaluation of Offeror:

Company/Division Providing Services: _____

Address: _____
Description of Services Provided: _____
_____

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract:

Check One:
Fixed Price _____ Cost Reimbursement _____ Other (Please Specify) _____

Check One:
Negotiated _____ Sealed Bid _____Competitive _____Non-Competitive _____

Basis of Payment:
Commodity _____ Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

II. Evaluated by:

Company/Organization/Address: _____
_____

Name & Title: _____

Signature: _____ Date: _____

Telephone: _____ FAX: _____

III. Evaluation:

Please answer questions 1 through 15 using the following criteria. Circle only one response per question. For elements rated "unsatisfactory", please comment on the specific problem(s) or performance failure(s) that prompted this rating.

4 - Exceptional: Performance met and exceeded many of the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with few minor problems for which corrective actions were highly effective.

3 - Very Good: Performance met and exceeded some to the contractual requirements to the organization's benefit. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were effective.

2 - Satisfactory: Performance met contractual requirements. The contractual performance of the element being evaluated was accomplished with some minor problems for which corrective actions were satisfactory.

1 – Marginal: Performance barely met contractual requirements. The contractual performance of the element being evaluated reflects a serious problem for which corrective actions have not yet been identified, appear only marginally effective or were not fully implemented.

0 – Unsatisfactory: Performance did not meet some contractual requirement and recovery is not likely in a timely manner. The contractual performance of the element being evaluated reflects serious problems for which corrective actions were ineffective.

N/A: Not Applicable or not observed.

1. Evaluate the contractor's overall commitment to quality performance and customer satisfaction.
4 3 2 1 0 N/A

Comment:

2. Evaluate the contractor's overall technical competence.
4 3 2 1 0 N/A

Comment:

3. Evaluate the contractor's cooperation and willingness to work as a team (with your personnel, other contractors, etc.).
4 3 2 1 0 N/A

Comment:

4. Evaluate the contractor's compliance with contractual requirements.
4 3 2 1 0 N/A

Comment:

5. Evaluate the contractor's responsiveness to contract, program and/or schedule changes.
4 3 2 1 0 N/A

Comment:

6. Evaluate the effectiveness of the contractor's overall quality control procedures.
4 3 2 1 0 N/A

Comment:

7. Evaluate the effectiveness of the contractor's safety program or efforts.
4 3 2 1 0 N/A

Comment:

8. Evaluate the effectiveness of the contractor's on-site management and supervision.
4 3 2 1 0 N/A

Comment:

9. Evaluate the contractor's ability to overcome technical problems, labor issues, and/or other performance difficulties.
4 3 2 1 0 N/A

Comment:

10. Evaluate the contractor's ability to plan and conduct operations in the most cost effective manner.
4 3 2 1 0 N/A

Comment:

11. Evaluate the contractor's ability to adhere to schedules and complete work on time.
4 3 2 1 0 N/A

Comment:

12. Evaluate the quality and stability of the contractor's workforce.
4 3 2 1 0 N/A

Comment:

13. Evaluate the availability, adequacy and suitability of the contractor's staffing for the work required.
4 3 2 1 0 N/A

Comment:

14. Evaluate the availability, adequacy and suitability of the contractor's gear and equipment for the work required.
4 3 2 1 0 N/A

Comment:

PERFORMANCE WORK STATEMENT

Performance Based Statement of Work
A Review of the Defense and Military Reforms of the Republic of Albania
in the Run Up to Consideration for NATO Membership

Contract Type: Firm Fixed Price (FFP)

Date: 13 March 2006

INTRODUCTION

1.1 ORGANIZATION

The Defense Security Cooperation Agency (DSCA), Directorate of Business Operations, Washington, DC.

1.1.1 MISSION

DSCA is responsible for coordinating and overseeing the Department of Defense (DoD) Security Cooperation (SC) program. The Department of Defense (DoD) utilizes the SC program to create trust and influence, while promoting access and interoperability vital to US national security. Foreign Military Sales (FMS) is one component. Additional components of SC include the International Military and Education Training (IMET) program, the Foreign Military Funding (FMF) program, and the Excess Defense Articles (EDA) program and the War Saw Initiative Fund (WIF).

1.2 OBJECTIVES AND BACKGROUND

1.2.1 OBJECTIVES

The objectives of the Albania Defense Review will be to:

- Develop a time-phased, resource constrained plan to guide and facilitate the continued transformation from a primarily defensive based military to a Western model military – especially in the areas of national defense strategies, force structures, personnel systems, equipment acquisition, and infrastructure. This will include recommendations for immediate short term goals – the fulfillment of which will position Albania in a better position for a successful NATO membership bid;
- Evaluate current defense reform efforts to date and provide a detailed program review of the link between external defense reform assistance and internal defense reform competencies.

- Assess the Albanian Defense Force's ability to secure their air, land and sea territories, and to prevent, deter, and defend against transit of WMD, conventional weapons, and terrorists via land, air, and sea;
- Continue the development of forces interoperable with NATO and able to participate in NATO operations, including recommending niche capabilities that the Albanian Armed Forces can develop to improve interoperability with NATO operations and future peacekeeping operations; and
- Review current U.S. resources and programs that are used to ensure security cooperation is aligned with USG priorities and recommend alterations in the current security cooperation program.

BACKGROUND

The Office of the Assistant Secretary of Defense for International Security Policy (ISP) is the integrator for all aspects of defense policy and bilateral security relations between the United States and the Republic of Albania including the defense assessment process.

The Defense Assessment will assist OSD in conducting bilateral relations with the Republic of Albania's Ministry of Defense. The objective of the assessment is to review the existing defense structures, capabilities, and recent reforms and provide an assessment of the Albania's Ministry of Defense progress toward achieving defense reform. The Defense Assessment will provide a thorough review of all available information and serve as a blueprint for OSD to support and coordinate the continuing Republic of Albania defense reform efforts. The report will be used by OSD to provide and program guidance to the Commander-in-Chief, U.S. European Command, the Joint Staff, the Defense Security Cooperation Agency, and the Services. The Defense Assessment will also assist in formulating, assessing, and negotiating policy positions within the multinational European form where DOD is represented.

1.2.2

The contractor will develop an implementation plan to guide and facilitate the continued transformation from a primarily defense based military to Western model force structures, personnel systems, equipment acquisition, and infrastructure. The contractor shall provide recommendations for immediate short-term goals. The contractor shall assess the Albanian Defense Force's capabilities to secure their air, land, and sea territories, to prevent, deter, and defend against transit of Weapons of Mass Destruction (WMD), conventional weapons, and terrorists via land, air, and sea

1.2.3

The contractor shall evaluate defense reform efforts to date and provide a detailed program review of the link between external defense reform assistance and internal defense reform competencies. The contractor shall provide a plan to continue the development of forces interoperable with NATO and provide an assessment of Albania's ability to participate in NATO operations, including recommending niche capabilities that the Albanian Armed Forces can develop to improve interoperability with NATO operations and future peacekeeping operations. The contractor shall review current U.S. resources and programs that are used to ensure security cooperation is aligned with USG priorities and recommend alterations in the current security cooperation program.

1.2.4

The Contractor will report and deliver an "A Review of the Defense and Military Reforms of the Republic of Albania" focusing on recommendations and the development of an implementation plan. The Contractor will also travel with an OSD/EUCOM team, including military subject matter experts. The contractor and country team will visit Albanian Armed Forces commands and evaluate: operational readiness, personnel staffing, and determine defense reforms efforts at all levels of command. The contractor shall participate and conduct a significant number of meetings with the country team, the Albanian General Staff the Albanian Ministry of Defense, and the U.S. military team members. The contractor and country team will also visit specific units of the Albanian Armed Forces visited for assessment purposes.

1.2.5

The contractor and country team shall conduct a detailed analysis of the overall requirements of the Albania Armed Forces, to include planned programs of military reform and force modernization. The contractor and country team shall provide a detailed country report containing the results, reflecting updated requirements for the defense establishment and identifying strengths and deficiencies in current force modernization and defense reform plans. This report will also establish clear recommendations for improvements to current defense plans. Recommendations will be validated with national authorities as well as with OSD, the Joint Staff, EUCOM, and the country team. The report will include development of an updated implementation plan. The plan will be tailored to contain all the critical information regarding what is to be improved, how, and who should be responsible. The implementation plan will be developed to address the previously presented recommendations in a time-phased, incremental, prioritized manner that offers the optimum chance for successful and integrated execution.

1.3 CONTRACT PERFORMANCE

Work is to be accomplished for the government under the contract oversight of DSCA COR. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of this contract, the SOW, and all subsequent modifications and amendments. The DSCA Contracting Officer's Representative (COR), the Contracting Officer or Contract Specialist, and the Contractor Representative(s) may meet to review performance and inspect work product.

1.4 CONTRACT TYPE

The work performed under this contract will be Firm Fixed Price.

2.0 TECHNICAL REQUIREMENTS

2.1 SCOPE OF WORK

This statement of work consists of multiple tasks within one objective.

Performance Objective 1:

The contractor will provide a monthly progress, status and management reports that shall include a brief summary of all tasks accomplished, work planned for the next month, problems encountered, number of hours worked, and a final report briefing. The study duration is

anticipated to cover the period from date of contract award plus six months. A time line of significant milestones follows *(Approximate Dates)*:

Performance Standard: In accordance with the timeframe of each deliverable below

Performance Measure: 100%

- **Within one week of the start of work:** Contractor completes review of existing assessments of the Albanian defense structure and background materials of on going bilateral and NATO defense assistance programs in Albania. The contractor will outline requirements for information for EUCOM. The contractor receives the 2000 Defense Assessment of Albania. (Task #2)

- **Within four weeks of start of work:** The contractor completes draft of assessment phase report and provides it to OSD one week prior to the in-country review and edit meeting with Albanian officials. (Task #3)

- **Within two months of start of work:** The project team travels to Albania with an OSD/EUCOM team to conduct initial and preliminary consultations. Project team will remain for a further two weeks for more detailed "on-the-ground" analysis. (Task #4)

- **Within three months of start of work:** The contractor completes draft of recommendations and reform phase of report and provides to OSD four weeks prior to in-country review and edit meeting with Albanian officials. (Task #5)

- **Within four months of start of work:** The contractor will travel to Albania with the OSD/EUCOM team to the review and edit meeting with Albanian officials. The contractor will complete revisions to recommendations and reform plan phase of the report. (Task #6)

- **Within four-and-one-half months of contract award:** The contractor will complete the final report and deliver it to OSD. (Task #7)

2.1.2 KNOWN DELIVERABLES TO MEET THE OBJECTIVE

Performance Objective 2: The major deliverables are the in-country visits, the draft report and the final report. Specific deliverables include, but are not limited to:

Performance Standard: In accordance with the delivery schedule
Performance Measure: 100%

INFRASTRUCTURE AND SUSTAINMENT TECHNICAL DELIVERABLES	
Title	**Delivery Date/Description**
Progress Report	Monthly
Draft assessment phase report	Within four weeks
In-Country Visit/Meetings/Assessment	Within Two Months
Draft of Recommendations Report	Within Three Months
Review/Edit Meeting in Albania	Within Four Months
Final Report	Within four and one-half months

2.2 CRITERIA FOR ACCEPTANCE

The contractor shall develop all deliverables outlined in section 2 of this SOW, or unless otherwise approved in writing by the government.

2.3 SCHEDULE

All deliverables are government property. All deliverables must be approved, in writing by the government. The government will have 15 days to review and provide comments to the contractor on all reports and deliverables.

2.4 KEY PERSONNEL

The contractor must provide resumes of all proposed personnel in response to this performance based work statement and all subsequent contract modifications. The resumes must identify all proposed personnel and their proposed role in the execution of this PBWS. The contractor must identify those proposed individuals key to the success of this PBWS. Once identified as such, key personnel may not be removed from this project without written acknowledgement/consent from the DSCA COR and OSD/ISP/Eurasia and DSCA COR and Contracting Officer.

2.5 MATERIALS

Materials are to be provided by the contractor when essential to the performance and noted in this SOW and specifically approved by the DSCA COR, not to exceed the ceiling price identified. The contractor in the monthly status report shall document the transfer of materials. The contractor must furnish the DSCA Contracting Officer and the DSCA COR copies of such documents monthly, through e-mail, express mail, or fax. The contractor is responsible to maintain an electronic library of all deliverables provided to the government.

3.0 GOVERNMENT FURNISHED RESOURCES

3.1 GENERAL

The contractor must specifically identify in all task proposals the type, amount, and time frames for any government resources, excluding those listed below.

3.1.1 FACILITIES, SUPPLIES, AND SERVICES

The government may provide, when available or required, access to desks, telephones, and reproduction facilities necessary to schedule and coordinate related sessions, meetings, training, or to obtain and validate data, or general project coordination. Any and all deliverables become the property of the United States Government.

4.0 ADMINISTRATIVE CONSIDERATIONS

4.1 POINTS OF CONTACT

4.1.1 DSCA CONTRACTING OFFICER'S REPRESENTATIVE

Del Woods (703) 601-3726
DSCA-OPS-EAF
201 12th Street, South, Suite 203
Arlington, Virginia 22202-4306
Fax: 703-604-6539

4.1.2 DSCA CONTRACT SPECIALIST

DSCA/DBO-CON
Attn: Toye Latimore
201 12th Street South, Suite 203
Arlington, VA 22202-4306
703-604-0893, Fax 703-604-6536

4.1.3 DSCA CONTRACTING OFFICER

Toye Latimore
DSCA/DBO-CON
201 12th Street, South, Suite 203
Arlington, VA 22202-4306
703-601-3848, Fax 703-604-6536

4.2 PLACE OF PERFORMANCE

The contract shall be performed at both government facilities. When travel occurs, the contractor shall be reimbursed at government Per Diem rates in accordance with DOD Joint Travel Regulations (JTR). Hardware, software, applications, and websites will be hosted and maintained at an agreed upon facility.

4.3 HOURS OF WORK

Contractor personnel are expected to conform to normal government operating hours, which are 0800-1700, Monday through Friday, excluding all Federal holidays.

4.4 DURATION OF TASK

The contractor's support for the base year of this PBWS will commence from the date of contract award plus six months.

4.5 TRAVEL AND TRAINING

4.5.1 TRAVEL

Actual expenses are limited by the DOD JTR and must be pre-approved by OSD/ISP/Eurasia before travel is accomplished.

PRIVACY AND SECURITY

4.5.2 CLEARANCES

The contractor shall assure SECRET security clearances for the expressed purpose of computer and/or network access only. Privacy Act - Work on this project requires that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 522a and applicable agency rules and regulations.

4.6 PERSONAL SERVICE

The client has determined that contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "personal services contract."

4.7 OTHER DIRECT COSTS (ODC)

All materials purchased by the Contractor for the use or ownership of the government, become the property of the government. Materials may include hardware and software supporting the PBM or PBCIS infrastructure. The Contractor, in the monthly progress report, shall document the transfer of materials. No purchases are to be made without the written authorization of the DSCA COR.

5.0 SPECIAL INSTRUCTIONS

5.1 GENERAL

All official documents and deliverables described in this SOW, and any subsequent amendments or modifications, shall be submitted in writing and electronically, on the prime contractor's letterhead.

5.2 PROGRESS REPORT

Progress reports must be submitted to DSCA COR and OSD/ISP/Eurasia no later than the 10th workday of every month. Progress reports must be submitted on the prime contractor's letterhead and be accompanied by a copy of that month's invoice, with written approval of the invoice by the OSD/ISP/Eurasia. Failure to provide reports correctly will necessitate a resubmission by the contractor. The monthly Progress Report will include, but is not limited to: Contract number; brief task description; a narrative review of the work accomplished during the reporting period and/or significant events; deliverable process; problem areas; anticipated activity for the next reporting period; description of any travel or unique services provided; and a description of any incidental or other direct cost incurred during the period.

5.3 DELIVERY INSTRUCTIONS

All deliverables shall be delivered to the DSCA COR and OSD/ISP/Eurasia no later than the date specified in this SOW. Deliverables are to be transmitted in hard copy and electronically, with a cover letter, on the prime contractor's letterhead, describing the contents.

5.4 INSPECTION AND ACCEPTANCE

In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the DSCA COR's findings within 15 workdays of normally scheduled review. The DSCA COR will have the right to reject or require correction to any deliverables that do not meet the requirements of the SOW or are found to be contrary to the information contained in the contractor's accepted proposal. In the event of a rejected deliverable, the DSCA COR will notify the contractor in writing as for the specific reasons why the deliverable has been rejected. The contractor will have 10 business days to correct the rejected deliverable and return it to the DSCA COR. Representatives of the government and the contractor will meet telephonically at a time designated by the government on a quarterly basis to review performance: to inspect work for compliance with the SOW, the associated contractor proposal, and to accept or reject deliverables completed since the previous review. Quarterly reviews will normally be held at the place of task performance. In the event that the Contractor is excused from attending any final review, formal acceptance or rejection of deliverables will be accomplished by mail.

5.7 PAYMENT SCHEDULE

Monthly invoices will be allowed and will be paid within 30 days of receipt. All payments will be tied to deliverables. Invoices will be submitted to DOR for approval and certification prior to submitting to the corresponding DFAS office. The COR is responsible for submitting a DD 250 to certify all invoices.

Please submit invoices to the following addressee:

Defense Security Cooperation Agency (DSCA)
ATTN: Del Woods
201 12th Street South, Suite 203
Arlington, VA 22202-5408
Phone: (703) 601-3726
Fax: (703) 604-6539
Email: Del.Woods@dsca.mil

The invoice document shall include as a minimum, the following information in order to ensure proper payment:

Name and address of the contractor (legal and doing business as);
Cage Code number;
Invoice number and date;
Contract Number and/or Task Order Number;
Contract line items number(s) and/or sub line item number for; service/delivery rendered;
Period of Performance covered by invoice;
Name, title, and phone number of person to be notified in case of defective invoices.

INSTRUCTIONS FOR PAYMENT OFFICE:

Do not prorate payments on this contract. Invoices are to be paid per specific contract line item number (CLIN) and accounting classification reference number ACRN) in order of allocation as cited by the contractor. A copy of the final paid invoice should be forwarded to the Issuing Office's address in block 9, SF 1449 or block 6, DD1155.

COR NAME AND ADDRESS:

Defense Security Cooperation Agency (DSCA)
ATTN: Del Woods, (703) 601-3726
201 12th Street, South, Ste 203
Arlington, VA 22202-5408.
Fax: (703) 604-6539
Email: Del.Woods@dsca.mil

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		[redacted]	Months	[redacted]	[redacted]
	Contractor shall provide a progress FFP report. See Performance Objective 1 of the PWS. FOB: Destination				
				NET AMT	[redacted]
	ACRN AA CIN: 0000000000000000000000000000				[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		[redacted]	Each	[redacted]	[redacted]
	Contractor shall provide FFP a draft assessment phase report. See performance objective 1 in the PWS. FOB: Destination				
				NET AMT	[redacted]
	ACRN AA CIN: 0000000000000000000000000000				[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		[redacted]	Each	[redacted]	[redacted]

Contractor shall
FFP
provide In-Country Visits/Meetings/Assessment and Review/Edit Meetings in Albania. See Performance Objective 1 in the PWS. (Deliverables: 2 Drafts and 1Final).
FOB: Destination

NET AMT [redacted]

ACRN AA [redacted]
CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		[redacted]	Each	[redacted]	[redacted]

Contractor shall provide
FFP
Draft of recommendationss report and final report. See performance objective 1 in PWS. (2 Drafts and 1 Final)
FOB: Destination

NET AMT [redacted]

ACRN AA [redacted]
CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		[redacted]	Months	[redacted]	[redacted]
	Travel FFP Contractors shall price all travel under this CLINl FOB: Destination				
				NET AMT	[redacted]
	ACRN AA CIN: 00000000000000000000000000000				[redacted]

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 13-MAR-2006 TO 12-AUG-2006	N/A	DEFENSE SECURITY COOPERATION AGENCY-OPS MR TIM KELLY WARSAW INITATIVE FUND (WIF) 201 12TH STREET SUITE 203 ARLINGTON VA 22202-5408 (703) 601-3830 FOB: Destination	HQ0013
0002	POP 13-MAR-2006 TO 12-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

0003	POP 13-MAR-2006 TO 12-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0004	POP 13-MAR-2006 TO 12-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013
0005	POP 13-MAR-2006 TO 12-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0013

ACCOUNTING AND APPROPRIATION DATA

AA: 9760100.6868 1705 2525 P6485 012141 DUAC60010
AMOUNT: $187,144.04
CIN 00000000000000000000000000000: $187,144.04

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

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

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

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

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

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

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

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

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

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

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

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

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

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

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

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

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

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

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

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

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

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

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

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

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

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

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

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

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

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

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

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 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)).

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

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

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 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:

XX ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)