



RFQ No. W912DW-04-Q-0081

**US Army Corps
of Engineers®**
Seattle District

Project: Pop-up Display Booth / Exhibit

Location: Bridgeport, WA

NONCOMMERCIAL SOLICITATION

Closing Date: 22 April 2004
Closing Time: 10:00 AM

**REMARKS: Quotes may be faxed to 206.764.6817, Attention: Erik
Lundstrom, or emailed to Erik.A.Lundstrom@usace.army.mil**

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF PAGES 10	
1. REQUEST NO. W912DW-04-Q-0081	2. DATE ISSUED 15-Apr-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4082-1437	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) ERIK A LUNDSTROM 206-764-6698			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SERVICE SECTION(CJ) WAREHOUSE HIGHWAY 17 PEARL HILL ROAD ATTN: WAREHOU BRIDGEPORT WA 98813-1120 TEL: 509-686-5501 X253 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 22-Apr-2004						
IMPORTANT: 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 (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)			TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

INSTRUCTIONS

1. Representations and certifications contained within must be completed by quoters and returned with offers.
2. Quotes shall be plainly marked as follows:

QUOTE FOR: Pop-up Display Booth / Exhibit

Request for Quote No. W912DW-04-Q-0081

CLOSING DATE AND TIME: 22 April 2004, 10:00 A.M. Local Time

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

To register, access the web site at www.ccr.gov. You may call 1-888-227-2423 for customer service.

4. Responses may be faxed or emailed until the date and time set for closing. Attention Faxes to Erik Lundstrom, (206) 764-6817. Email: Erik.A.Lundstrom@usace.army.mil.
5. Unless stated otherwise, award will be made to the responsive responsible offer with the lowest total price.
6. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

Please provide the following **required** information:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	POP-UP DISPLAY BOOTH / EXHIBIT FFP 10 X 10 WITH SHIPPING CASE AND ALL TEXT IN SPANISH. SEE SCOPE OF WORK ATTACHED. PURCHASE REQUEST NUMBER: W68MD9-4082-1437	1	Each		

NET AMT

FOB: Destination

SOW

**Scope of Work
Pop-up Display Booth (Exhibit)**

1. Project Location: Chief Joseph Dam, Bridgeport, WA

2. General Requirement

2.1 Contractor shall provide all labor, equipment, materials, supplies to satisfactorily design and fabricate a 10 x 10 Pop-up booth (Exhibit) and shipping case for Chief Joseph Dam & Rufus Woods Lake that advertises water safety, scenic values, wildlife and recreation. All text will be in Spanish.

3. The Contractor shall provide the following items:

3.1 Provide all labor and necessary equipment/material to design and fabricate 10 x 10 pop-up booth (exhibit) and shipping case. Final product will include:

- 10' x 10' aluminum pop up frame
- 2 spot lights
- 7 magnet rails
- 4 (720 dpi) mural graphic panels
- 2 end cap (720 dpi) mural graphic panels



- 1 shipping case with wheels (ok to check as luggage on airplanes)
- 1 case to counter conversion kit
- 1 counter wrap graphic panel

4. Government Furnished Materials:

- 4.1** Provide the photos, logo, topics, text, translation assistance, and sample layout.
- 4.2** Provide a pre-work conference (post award meeting) between the Government and the contractor to clarify specifications, approvals and schedules, and discuss the transmitting to the Contractor.
- 4.3** Provide inspections and conferences prior delivery of the completed product.

Section B

Part 2-Technical and Material specifications/Workmanship

1. Graphic-Typeset, graphics and layout shall be submitted to the government for review and approval by the Contracting Officer's Representative (COR).

1.1 Copy. Copy and captions shall be legible from a four-foot distance and be visually appropriate for the exhibit. Dark copy on light background or vice versa shall be used to conform with Americans with Disabilities Act (ADA) of 1990.

1.2 Color selections and usage. The colors are subject to approval by the COR.

Part 3- Contractor Completion Scheduled Delivery

1. Contract Completion. Contractor shall complete all work required under this contract in compliance with the schedule provided below. Contractor may agree to modified schedule during pre-work conference.

1.2 Within five days after award, contact the COR to schedule pre-work conference within the next 5 days. Pre-work conference is to clarify specifications, approvals and schedules, and to give Contractor necessary materials from the Government.

1.3 Within 21 days (3 weeks) after the pre-work conference contact COR to review artwork, typeset selected, color samples and preliminary layout. Contractor shall keep in mind that changes may be required in design and layout work after preliminary layout has been reviewed.

1.4 Within 7 calendar days after the preliminary layouts are received, COR will notify of needed changes. Contractor will then have 14 days to make request changes and submit revised final design.

1.5 COR will give verbal approval for fabrication.

1.6 Within 21 calendar days (3 weeks) after receiving *Notice to Proceed* in paragraph 1.5, ship or deliver packed Pop-up booth to the COR. Upon contract completion and acceptance of final product by the Government, send billing to the COR.

1.7 Ship to:

Chief Joseph Dam, Attn: Laura M. Beauregard
 45 Hayden Road
 Bridgeport, WA 98813
 Phone (509) 686-2525 Fax: (206) 764-3509

Section C

Part 4- Inspection and Acceptance/Warranty

1. Inspection and Acceptance

1.1 Contractor The Contractor shall be responsible for the performance of all inspections of his personnel and subcontractors to the extent necessary for compliance with contract specifications, to assure proper material usage and workmanship.

1.2 Government

1.2.1 Contracting Officer Work will be conducted under general direction of the Contracting Officer's Representative (COR), or authorized government representative to ensure strict compliance with the terms of this contract.

COR: Laura M. Beauregard (509) 686-2225

COTR: Javier E. Pérez (509)686-3543

1.2.2 Inspections The Government reserves the right to perform inspections, as deemed necessary, to assure that supplies and services conform to prescribed requirements. Such inspections, however, will not be performed in such way as to unduly affect the progress of the work. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspection relieve the Contractor from any requirements of the contract.

1.3 Third Party Final inspection and acceptance shall be at the destination and by the individual listed in Part 3, paragraph 1.7.

2. Point of Delivery FOB Destination- Contractor shall be responsible for and make good any or all damage that may occur prior to delivery to and acceptance by the designated location listed in Part 3, paragraph 1.7

3. Warranty of Supplies

3.1 The Contractor Upon the acceptance by the Government, the Contractor shall warrant the quality of their work and delivery to the Government, and for a period of 1 year, all supplies and products furnished under this contract. The Contractor shall insure that all supplies and products delivered are free from defects in design material or workmanship and conform to the specifications and all other requirement of this contract. If the Contractor employs a subcontractor to manufacture products under this contract, the subcontractor must be notified that he/she will be responsible for quality control.

3.2 Defects The Contracting Officer will give written notice to the Contractor of any latent defects within 30 calendar days after discovery of defect.

3.3 Resolution Within a reasonable time after such notice, the Contracting Officer may, by written notice, require the prompt correction or replacement of any supplies or parts thereof that do not conform with the requirements of this contract within the meaning of paragraph 3.1 of this section; or the furnishing and delivering of replacement parts for this defective items thereof.

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.243-1

Changes--Fixed Price

AUG 1987

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(APR 2004)

(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 (Dec 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 (Jan 2004) (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.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(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)