



RFQ No. W912DW-04-Q-0102

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

**Project: Communication Tower Inspection
Yakima Training Center**

Location: Yakima, Washington

SERVICE SOLICITATION

Closing Date: 04 JUNE 2004
Closing Time: 10:00 A.M. Local Time

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention:
Patricia Ortiz, or mailed to US Army, Corps of Engineers, Seattle
District, Attention: Patricia Ortiz, P.O. Box 3755, Seattle, WA 98124-
3755.**

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 12	
1. REQUEST NO. W912DW-04-Q-0102	2. DATE ISSUED 24-May-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4141-4643	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) PATRICIA A ORTIZ 206-764-3516			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) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 04-Jun-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

INSTRUCTION

SITE VISIT: A one-time site visit is scheduled for Wednesday, 2 June 2004 at 10:00 am PST. Site visit attendees shall meet at Building T-158 at the Yakima Training Center in Yakima, Washington. Point of Contact for site visit is Sue Morgan, (509) 952-0098 or email address: m.sue.morgan@nws02.usace.army.mil Drawings of site locations are available at the Corps of Engineers, Yakima Project Office and will be given out at the site visit.

A photo ID may be required for site entry.

1. Marking of Quotes:

Quotes shall be plainly marked as follows:

QUOTE FOR: Communication Tower Inspection
 Yakima Training Center
 Yakima, Washington

Request for Quote No. W912DW-04-Q-0102

CLOSING DATE AND TIME: 4 June 2004, 10:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

2. 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.

3. Responses may be faxed or emailed until the date and time set for closing. Attention Faxes to Patricia A.Ortiz, (206) 764-3516. Email: patricia.a.ortiz@usace.army.mil.

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: _____

4. Pricing will be evaluated inclusive of Optional items 0001 and 0002. Optional item 0001 and 0002 will be awarded no later than 30 days after notice to proceed is given on the base item.
5. This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only
6. Award shall be made to the Responsive and Responsible Offeror with the Lowest Total Offer.
7. 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.
8. [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).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Base 0001	Base Item	1	Lump Sum	-----	-----

COMMUNICATION TOWER INSPECTION-RADIO HILL AND HOG BUTTE
FFP

Provide all labor and materials, equipment required to inspect the communication towers at Radio Hill and Hog Butte and submit a inspection report in accordance with the Statement of Work, dated 20 May 2004.

PURCHASE REQUEST NUMBER: W68MD9-4141-4643

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Optional Item 0001 0002	Optional Item 0001	1	Lump Sum	-----	-----

COMMUNICATION TOWER INSPECTION-RANGE CONTROL FORWARD
FFP

Provide all labor and materials, equipment required to inspect the communication tower at Range Control Forward and submit a inspection report in accordance with the Statement of Work, dated 20 May 2004.

PURCHASE REQUEST NUMBER: W68MD9-4141-4643

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Optional Item 0002 0003	Optional Item 0002	1	Lump Sum	-----	-----

COMMUNICATION TOWER INSPECTION-FIRE STATION
FFP

Provide all labor and materials, equipment required to inspect the communication tower at Yakima Fire Station and submit a inspection report in accordance with the Statement of Work, dated 20 May 2004.

PURCHASE REQUEST NUMBER: W68MD9-4141-4643

NET AMT

STATEMENT OF WORK

Communication Tower Inspection Yakima Training Center Yakima, Washington May 20, 2004

1. DESCRIPTION OF WORK: This project involves the communication tower inspection of existing towers at Yakima Training Center.

- 1.1 Area Description: Project area is located at:

Yakima Training Center

- 1.2 The principle items of work to be accomplished at Yakima Training Center are as follows:

- 1.2.1 **Communication Towers**

- 1.2.1.1 The contractor shall provide inspection of four components to the antenna system at the following locations: (Reference bid schedule.)

Base Items: Radio Hill, Hog Butte
Optional Item: Range Control Forward
Optional Item: Fire Station

- 1.2.1.1.1 **The Base:**

1. Is the design of the base adequate for the structure and all additional fixtures?
2. Is the condition of the base sound?
3. Is the base properly grounded to today's requirements?

- 1.2.1.1.2 **The Structure:**

1. Is the design of the structure adequate for all of the fixtures attached to it? Assume a wind load of 90 to 110 mph.
2. Is the condition of the structure in good condition?
3. Are all fasteners tight and are all welds sound?
4. Are coatings (paint and/ or galvanizing) intact?
5. Is the structure corrosion free?

6. Are guy wires adequately tightened and secured at both ends?
7. Are the guy wires corrosion free and without noticeable deterioration?
8. Have the guy wires stretched beyond acceptable limits?
9. Is the structure properly grounded to today's requirements?

1.2.1.1.3 The Wiring:

1. Is the wiring adequate for the antennas served?
2. Is the condition of the wiring sound?
3. Is the wiring properly grounded to today's requirements?

1.2.1.1.4 The Equipment:

1. Is the equipment adequate for the purpose?
2. Is the condition of the equipment sound?
3. Is the equipment properly wired and grounded to today's requirements?

1.2.1.2 The contractor shall provide an inspection report for Government review of the following four components to an antenna system. The report shall include the condition of the examined component and recommended repair if a repair is required.

2. **DRAWINGS:** Drawings of site locations are available at the Corps of Engineers Yakima Project Office. (Drawings will be given out at site visit on 2 June 2004)
3. **SPECIFICATIONS:** Reference EIA standards
4. **PHASING AND SPECIAL RESTRICTIONS:**
 - 4.1 The contractor shall work during normal working hours.
 - 4.2 Work must be performed in accordance with local traffic and base entry regulations.
 - 4.3 The contractor must ensure his equipment is fitted with safety devices as stated in the Corps Safety Manual, EM385-1-1.
 - 4.4 The contractor must ensure his vehicles and equipment do not leak equipment fluids. The contractor must have clean-up materials available should a leak occur.
 - 4.5 Should the Contractor discover any hazardous material in the course of performing the work specified in this purchase order that effects the performance of this work and has not been previously identified, the Contractor shall notify the Quality Assurance Representative. The Contractor shall identify the nature and location of the hazardous material in writing to the Quality Assurance Representative.

4.6 All work shall be performed in accordance with the Corps Safety Manual, EM385-1-1.

4.7 All applicable insurance coverage will be required.

4.8 Initial coordination meetings will be required and weekly meetings will be required, as necessary.

5. PERFORMANCE PERIOD:

5.1 The Contractor shall complete all work under this purchase order, within 60 calendar days after date of receipt of award from Government.

6. SUBMITTALS AND COMPLETION REQUIREMENTS

6.1 The Contractor shall provide the following submittals (3 copies) for Government approval.

6.1.1 Site Specific Accident Prevention Plan

6.1.2 Work schedule

6.1.3 Checklist format

7. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

7.1 The Government shall make available to the Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge.

7.2 The Government, without charge, shall make reasonable amounts of electricity available to the Contractor for performing work at the work area.

8. POINTS OF CONTACT

8.1 Quality Assurance Representative: Mike Leeds (509) 577-3356

8.2 Project Lead: Sue Morgan (509) 577-3356

8.3 Administrative Contracting Officer: George Henry (253) 966-4358

9. Payment

9.1 Invoices shall be sent to Nilo Bonifacio, Ft. Lewis Area Office, P.O. Box 92146, Tillicum, WA 98492-0146, and telephone (253) 966-4359. The QAR and Project Lead must review pay requests prior to submission to Ft. Lewis.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is .
- (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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(MAY 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 (May 2004).

(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> or <http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dp/dars/dfars.html>

(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)

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.