



RFQ No W912DW-04-Q-0075

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

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**Project: Levellogger/Barologger for Eagle Harbor Sheet Pile Design**

**LOCATION: Bainbridge Island, Washington**

**SUPPLY SOLICITATION AND SPECIFICATIONS**

**Closing Date: 05 April 2004**

**Closing Time: 10:00 AM LOCAL TIME PST**

**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.**

|  |                                   |                             |   |  |  |  |   |
|--|-----------------------------------|-----------------------------|---|--|--|--|---|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>  |                                   |                             |   | 1. REQUISITION NUMBER<br>W68MD9-4083-1515  |  | PAGE 1 OF 11   |   |
| 2. CONTRACT NO.  |                                   | 3. AWARD/EFFECTIVE DATE     | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br>W912DW-04-Q-0075   |  | 6. SOLICITATION ISSUE DATE<br>01-Apr-2004   |
| 7. FOR SOLICITATION INFORMATION CALL:  |                                   | a. NAME<br>PATRICIA A ORTIZ |   |  | b. TELEPHONE NUMBER (No Collect Calls)<br>206-764-3516   | 8. OFFER DUE DATE/LOCAL TIME<br>10:00 AM 05 Apr 2004 |   |
| 9. ISSUED BY<br>USA ENGINEER DISTRICT, SEATTLE<br>ATTN: CENWS-CT<br>4735 EAST MARGINAL WAY SOUTH<br>SEATTLE WA 98134-2329<br><br>TEL: 206-764-3772<br>FAX: 206-764-6817  |                                   | CODE<br>W912DW              | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input checked="" type="checkbox"/> SET ASIDE: 100% FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> SMALL DISADV. BUSINESS<br><input type="checkbox"/> 8(A)<br><br>SIC: 3823<br>SIZE STANDARD:500 |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE |  | 12. DISCOUNT TERMS  |
| 15. DELIVER TO<br><br><b>SEE SCHEDULE</b>  |                                   | CODE                        | 16. ADMINISTERED BY<br><br>CODE   |  |  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |
| 17a. CONTRACTOR/OFFEROR<br><br>TEL.  |                                   | CODE                        | 18a. PAYMENT WILL BE MADE BY<br><br>CODE  |  |  |  | 13b. RATING   |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>  |                                   | FACILITY CODE               | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM   |  |  |  | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES |                             |   | 21. QUANTITY   | 22. UNIT   | 23. UNIT PRICE                                       | 24. AMOUNT  |
| <b>SEE SCHEDULE</b>  |                                   |                             |   |  |  |  |   |
| 25. ACCOUNTING AND APPROPRIATION DATA  |                                   |                             |   |  |  | 26. TOTAL AWARD AMOUNT                               |   |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |                                   |                             |   |  |  |  |   |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |                                   |                             |   |  |  |  |   |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |  |  |   |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |                                   |                             | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |  |  | 31c. DATE SIGNED                                     |   |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  |                                   | 30c. DATE SIGNED            | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  |  |  |  |   |
|  |                                   |                             | TEL:  |  | EMAIL:   |  |   |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |                                   |                             | 33. SHIP NUMBER   | 34. VOUCHER NUMBER   | 35. AMOUNT VERIFIED CORRECT FOR  |  |   |
|  |                                   |                             | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |  |  |  |   |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  |                                   | 32c. DATE                   | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL  |  |  | 37. CHECK NUMBER                                     |   |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  |                                   |                             | 38. S/R ACCOUNT NUMBER  |  | 39. S/R VOUCHER NUMBER   | 40. PAID BY  |   |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                                   | 41c. DATE                   | 42a. RECEIVED BY (Print)  |  |  |  |   |
|  |                                   |                             | 42b. RECEIVED AT (Location)   |  |  |  |   |
|  |                                   |                             | 42c. DATE REC'D (YY/MM/DD)  |  | 42d. TOTAL CONTAINERS  |  |   |

## Section SF 1449 - CONTINUATION SHEET

NOTES

1. Representation and Certification contained herein must be completed and submitted with offer.

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: LEVELLOGGER/BAROLOGGER/COMMUNICATION PACKAGE  
EAGLE HARBOR SHEET PILE DESIGN PROJECT

LOCATION: BAINBRIDGE ISLAND, WASHINGTON

REQUEST FOR QUOTATIONS NO. W912DW-04-Q-0075

CLOSING DATE AND TIME: 5 April 2004, 10:00 AM 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 Regulation 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.

The WEB Site may be accessed at <http://www.ccr.gov>. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention by Faxes to Patricia Ortiz, (206) 764-6817.

Patricia A. Ortiz, Purchasing Agent

E-MAIL ADDRESS: [Patricia.A.Ortiz@nws02.usace.army.mil](mailto:Patricia.A.Ortiz@nws02.usace.army.mil)

TELEPHONE: (206) 764-3516

**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 99Jun01, 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](http://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. Please provide the following information:

Federal Tax ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_  
Remit to Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
e-mail address if available: \_\_\_\_\_

Is VISA accepted as a method of payment? Yes/No

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](http://www.nws.usace.army.mil) for up-to-date information.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    |  | 26       | Each | -----      | -----  |
|         | MINI LT LEVELLOGGER FOR THE EAGLE HARBOR SHEET PILE DESIGN PROJECT |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: W68MD9-4083-1515                          |          |      |            |        |
|         |  |          |      | NET AMT    | -----  |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    |   | 2        | Each | -----      | -----  |
|         | BAROLOGGER, F5 FOR THE EAGLE HARBOR SHEET PILE DESIGN PROJECT |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: W68MD9-4083-1515                     |          |      |            |        |
|         |   |          |      | NET AMT    | -----  |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003    |   | 2        | Each | -----      | -----  |
|         | STANDARD COMMUNICATION PACKAGE FOR THE EAGLE HARBOR SHEET PILE DESIGN PROJECT |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: W68MD9-4083-1515                                     |          |      |            |        |
|         |   |          |      | NET AMT    | -----  |

| ITEM NO | SUPPLIES/SERVICES                         | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0004    |   | 1        | Lump Sum | -----      | -----  |
|         | FREIGHT CHARGES                           |          |          |            |        |
|         | FOB: DESTINATION                          |          |          |            |        |
|         | PURCHASE REQUEST NUMBER: W68MD9-4083-1515 |          |          |            |        |
|         |   |          |          | NET AMT    | -----  |

SHIP TO ADDRESS:  
 WYCHOFF PROJECT OFFICE  
 5350 Creoste Place NE  
 Bainbridge Isalnd, WA 98110  
 Phone: 206 855-8236

## CLAUSES INCORPORATED BY REFERENCE

|          |   |          |
|----------|---|----------|
| 52.212-1 | Instructions to Offerors--Commercial Items                    | JAN 2004 |
| 52.212-3 | Offeror Representations and Certifications - Commercial Items | MAY 2002 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items               | OCT 2003 |

## 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.

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (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 (Jan 1999) (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.

\_\_\_ (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.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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 (JUNE 2003) (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.
- XX (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).
- XX (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).
- XX (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- XX (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (17) 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).
- \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (19) 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).
- \_\_\_ (20)(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)).
- \_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

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

\_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 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)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33)(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 1984) of 52.247-64.

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

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (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 (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (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) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 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)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision 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>

(End of provision)

#### 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>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

XX \_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

XX 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10.U.S.C. 2533a).

\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

\_\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_\_ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (\_\_\_\_Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

\_\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000).

\_\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)