



RFQ No. DACW67-03-Q-0069

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

Project: INTERPRETIVE SIGNS

**Location: CHIEF JOSEPH DAM PROJECT
BRIDGEPORT, WASHINGTON**

**SUPPLY/SERVICE SOLICITATION
AND SPECIFICATIONS**

**Closing Date: 21 MAY 2003
Closing Time: 10:00 AM LOCAL TIME**

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

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 13	
1. REQUEST NO. DACW67-03-Q-0069	2. DATE ISSUED 06-May-2003	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-3065-9122	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 P.O. BOX 3755 SEATTLE WA 98124-3755			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) SUSAN M VALENZUELA 206-764-6691						
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) 21-May-2003						
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 Supplies or Services and Price

NOTES**NAICS Coding versus SIC Coding**

The computer program used to generate this document does not provide Standard Form (SF-1155), with a NAICS code. The SIC Code 3993, shall be read as if completed with the NAICS code 339950. The size standard is 500 employees.

NOTES:

1. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: INTERPRETIVE SIGNS FOR TRAIL SYSTEM & SOUTH VIEW POINT
CHIEF JOSEPH DAM PROJECT
BRIDGEPORT, WASHINGTON

Request for Quote No. DACW67-03-Q-0069

CLOSING DATE AND TIME: 21 MAY 2003, 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.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

3. **Site Visit for Bidders:** It is strongly suggested that all bidders attend the site visit. No individual tours will be available. **All the pertinent information concerning the research for the verbiage and illustrations on the signs will be discussed at the site visit.** Failure to understand the local existing conditions will not be grounds for additional monies.

Site visit is scheduled for 10:00 AM on 16 May 2003 at Chief Joseph Dam Project at Bridgeport, Washington.

Points of contact for site visit:

Javier E. Pérez @ 509-686-3543, Email javier.e.perez@usace.army.mil or

Laura M. Beauregard @ 509-686-2225, Email: laura.m.beauregard@usace.army.mil

Contracting Officer's Representative (COR).

Project Fax # 206-764-3509.

4. Responses may be faxed until the date and time set for closing. Attention Faxes to Susan Valenzuela, (206) 764-6817.
5. 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.

7. Please provide the following information:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		10	Each		

INTERPRETIVE SIGNS FOR THE FFP TRAIL SYSTEM AND SOUTH VIEW POINT IN ACCORDANCE WITH THE SCOPE OF WORK INCORPORATED HEREIN.

Provide labor and necessary equipment/material to fabricate ten fiberglass embedment interpretive signs, with one additional fiberglass copy of each of the ten(10) interpretive trail signs and one (1) laminate copy of each of the ten (10) interpretive trail signs and shall include ten (10)frames and (10) posts, or ten (10) complete one-piece stanchions, for framing and presentation of interpretive outdoor signs.

A set includes signs (fiberglass sign, fiberglass copy and laminate copy), frames, and post/stantion. More sign information is on the next page.

SOUTH SHORE TRAIL

- 1. What is a wetland? PRICE PER SET \$_____
- 2. Water Fowl PRICE PER SET \$_____
- 3. Why is there a Debris Basin? PRICE PER SET \$_____

NORTH SHORE TRAIL

- 1. Transportation PRICE PER SET \$_____
- 2. Recreation PRICE PER SET \$_____
- 3. History - Native American PRICE PER SET \$_____
- 4. History - Geologic History of the river PRICE PER SET \$_____
- 5. Irrigation - Agriculture PRICE PER SET \$_____
- 6. Wildlife that use the river PRICE PER SET \$_____

Alternate theme-shrub-steppe communities

OVERLOOK

- 1. Chief Joseph Dam Powerhouse PRICE PER SET \$_____

ONE CD ROM WITH FINAL LAYOUT OF ALL 10 INTERPRETIVE TRAIL SIGNS ONE EACH \$_____

PURCHASE REQUEST NUMBER: W68MD9-3065-9122

NET AMT _____

FOB: Destination

Trail and Overlook Themes

South Shore Trail

1. What is a wetland?
 - a. Provide one paragraph defining legal criteria for a wetland and detailing how the area meets that definition in verbiage appropriate for the general public.
2. Water fowl

Describe the waterfowl that can be seen at Rufus Woods Lake and explain their habitat needs.
3. Why is there a Debris Basin?

Describe the function of the debris basin (to collect wood and other debris outside the forebay so it doesn't impact the intake structure of the powerhouse).

North Shore Trail

1. Transportation

Provide an informative overview of modes of transportation in the region, from tribal to current methods).
2. Recreation

Provide an informative overview of recreation opportunities on Rufus Woods lake.
3. History- Native American

Provide a brief overview of the tribes that originally lived in the area, their lifestyle, and a current listing of the tribes that are part of the Colville Confederated Tribes. This text must be approved by the CCT prior to acceptance.
4. History- Geologic history of the river

Provide a brief overview of the geologic forces that created the Columbia River as it looks today, specifically between Chief Joseph Dam and Grand Coulee Dam. Interpret the basalt cliffs in view from this location.
5. Irrigation-Agriculture

Provide a brief overview of the types of agriculture in the region with interesting facts specific to this area and where the produce ends up.
6. Wildlife that use the river

Describe the wildlife that can be seen by boaters along Rufus Woods Lake, their habitat needs, and how visitors can be good stewards of that environment to help the wildlife survive.

Note: Numbers 1, 2, 3 or 5 can be replaced by an Alternate theme-shrub-steppe communities along Rufus Woods Lake.

Overlook

1. Chief Joseph Dam Powerhouse

Describe the function of the powerhouse and give the audience some interesting facts about power production at this facility, to include where the power goes from here.

SCOPE OF WORK

SCOPE OF WORK South Viewpoint and North and South Trail Interpretive Signs Construction CHIEF JOSEPH DAM, BRIDGEPORT, WA

- 1.0** **Project Location:** Chief Joseph Dam, Bridgeport, WA
- 2.0** **Scope of Work:** Contractor shall provide all labor and materials necessary to design and fabricate ten (10) full color Interpretive Signs in accordance with the attached specifications and provisions provided herein. Exhibits dimensions are 2' H X 3 W. Contractor may recommend final sizes, subject to approval. All exhibits will have the same information in English and Spanish. The translations will be provided by the US Army Corps of Engineers. Each panel will have $\frac{3}{4}$ " flange (edges and corners wrapped from protection against chipping).
- 2.1** The Contractor shall provide the following items:
- 2.2** Provide appropriate layout for copies and graphics. Provide fiberglass embedment color product samples, of past jobs and expertise for similar work in development of interpretive outdoor signs.
- 2.3** Provide design drawings for artwork.
- 2.4** Provide one original sign, one extra copy and one laminate copy, of each of the ten (10) interpretive trail signs. Contractor will also provide one CD Rom with all final layout, which will include all text blocks, graphics and original artworks for the ten (10) completed interpretive trail signs to Chief Joseph Dam's Park Manager within 14 days following approved fabrication and no later than ten (10) days after delivery and acceptance of interpretive signs. The original artwork and graphics will become the property of U.S. Government.
- 2.5** Provide labor and necessary equipment/material to fabricate ten fiberglass embedment interpretive signs, with one additional fiberglass copy of each of the ten (10) interpretive trail signs and one (1) laminate copy of each of the ten (10) interpretive trail signs and shall include ten (10) frames and (10) posts, or ten (10) complete one- piece stanchions, for framing and presentation of interpretive outdoor signs.
- 2.6** Provide all the research for the information for development of interpretive text for Interpretive trail signs.
- 2.7** Contractor will provide a list, to be included in maintenance manual, of safe non-abrasive, over the counter products for cleaning, care, and continued protection of fiberglass embedment outdoor interpretive signs. Three (3) spiral bound maintenance manuals will be provided with the delivery of the completed interpretive signs to Chief Joseph Dam's Park Manager.

- 3.0 Pre-development Conference:** Within fifteen days following award, the Contractor shall attend conference at Chief Joseph Dam. These specifications will be discussed.
- 3.1 Area Description**
Signs will be located at the South Viewpoint, North and South Shore Trails of the Chief Joseph Dam Project near Bridgeport, Washington.
- 4. Government Furnished Materials.** The government will:
- 4.1** Provide the themes of the research.
- 4.2** Provide reference material to aid in designing artwork, if requested.
- 4.3** Provide all the translation from English to Spanish.
- 4.4** 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.
- 4.5** Provide inspections and conferences prior delivery of the completed product.

Section B

Part 2-Technical and Material specifications/Workmanship

- 1. Graphics/Artwork** Typeset, graphics, photographs 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 signs. Dark copy on light background or vice versa shall be used to conform with Americans with Disabilities Act (ADA) of 1990.
- 1.2 Contractor Signatures.** Contractor shall strip in the designer and fabricating company name and year of fabrication in the lower corner of the artwork. This space may appear as part of the artwork but shall be blended with the design or shall be separated from the artwork in a lower corner. Example: Design & Illustration: ABC Design ,2003 Fabricator: XYZ Porcelain Co., 2002 or Design, Illustration & Fabrication XYZ Porcelain Co.,2003
- 1.3 Color selections and usage.** Contractor shall submit fiberglass embedment chips samples that will be used on the panels. The colors are subject to approval by the COR.
- 1.4 Workmanship** Signs shall be flanged and have the edges and corners wrapped for protection against chipping. Corners shall be rounded to the best of the Contractor's ability to prevent personal injury. Metalwork shall be well formed to shape and size, with sharp lines, angles, and true curves; be free from kinks and sharp bends. Drilling and punching shall produce clean, true lines and surfaces. Exposed surfaces of work shall have a smooth finish, unless otherwise approved.
- 1.5 Fabrication** Signs shall be processed using a low carbon vitreous enameling steel, tension leveled. At least one additional separately free acid resistant coating shall be applied to both faces to achieve design and colors recommended. Fabrication, including cutting, shearing and punching shall be completed prior to application of exhibits panels. All parts shall be cut to size and shape, and shall be free of buckles, warps, dents, cockles, burrs, and all defects resulting from fabrication. Joints exposed to the weather shall be formed to exclude water. Poor matching of edges and corners shall be cause for rejection. Welds and miscellaneous metals shall be of the same parent material or shall be treated, coated or sealed to prevent rust or corrosion.

Part3- Contractor Completion Scheduled Delivery

1. **Contract Completion** Contractor shall complete all work required under this contract in compliance with the schedule provided below. Contractor and Government may agree to modified schedule during pre-work conference.
 - 1.1 Within five days after award, contact the COR to schedule pre-work conference within the next 10 days. Pre-work conference is to clarify specifications, approvals and schedules, and to give Contractor necessary materials from the government.
 - 1.2 Within 30 days (4 weeks) after the pre-work conference contact COR to review artwork, typeset selected, color samples and preliminary layouts. Contractor shall keep in mind that changes may be required in design and layout work after preliminary layouts have been reviewed.
 - 1.3 Within 7 calendar days after preliminary layouts are received, COR will notify contractor of needed changes. Contractor will then have 14 days to make requested changes and submit revised final design.
 - 1.4 COR will give verbal approval for fabrication of exhibits.
 - 1.5 Within 42 calendar days (6 weeks) after receiving *Notice to Proceed* in paragraph 1.4, ship or deliver packed and crated signs and frames to the COR. Upon contract completion and acceptance of final products by the government, send billing to the COR

1.6 Ship to:

Chief Joseph Dam
 Attn: Laura M. Beauregard
 45 Hayden Road
 Bridgeport, WA 98813
 Phone (509) 686-2225 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
 - 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 COR.

- 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 1.6
- 3. Warranty of Supplies**
- 3.1 The Contractor** Upon the acceptance by the Government, the Contractor shall warranty 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.

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **339950**.
- (2) The small business size standard is **500 employees**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section DD1155 - Continuation Sheet

CLAUSES INCORPORATED BY REFERENCE

52.219-6 Notice Of Total Small Business Set-Aside JUL 1996

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 2003)

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

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

(i) 52.222-3, Convict Labor (Aug 1996) (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 (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(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 (Feb 2002).

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

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Dec 2001).

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

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

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

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

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

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (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 Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(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 (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States 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 (May 1999). (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).)

(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.)

(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)