

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-4201-7576-0001		PAGE 1 OF 15			
2. CONTRACT NO. W912DW-04-P-0373		3. AWARD/EFFECTIVE DATE 01-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0157		6. SOLICITATION ISSUE DATE 25-Aug-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801		8. OFFER DUE DATE/LOCAL TIME 09:00 AM 31 Aug 2004	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 325998 SIZE STANDARD:2899		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO ADMINISTRATIVE SECTION(LI) 17155 HIGHWAY #37 LIBBY MT 59923-9703		CODE G3R0LA0		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA				CODE W912DW	
17a. CONTRACTOR/OFFEROR ESTACADA OIL DBA NORTHWEST PETROLEUM DONOVAN BRESKO 9885 SE MATHER RD STE 100 CLACKAMAS OR 97015 TEL. 503 655-3535		CODE 1FAB9		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$33,000.00			
<input type="checkbox"/> 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						<input type="checkbox"/> 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 <input type="checkbox"/> 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 ^{Written Quote} <input checked="" type="checkbox"/> OFFER DATED <u>31-Aug-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
				<i>Elaine M Ebert</i>			02-Sep-2004		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT(<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

NOTES

Payment by Millington

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).

Completion Date: Must be delivered by the 30 September 2004 from Receipt of Order or ship. Point of contact is Jeff Regh at 406-293-7751, ext 131.

CF:
Contractor: donovan@nwpetroleum.com
Jeff Regh: CENWS-OD-LI
David James: CENWS- OD-LI
File

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PALL CORPORATION PORTABLE TURBINE OIL FFP	1	Each	\$33,000.00	\$33,000.00
	PURIFIER, MODEL #HVP-903-408-KB-HWN-YR 15				
	PURCHASE REQUEST NUMBER: W68MD9-4201-7576-0001				

NET AMT	\$33,000.00
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ACRN AA Funded Amount	\$33,000.00
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FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X40450000 082433 310096B2J9067352 NA 96453
 COST 000000000000
 CODE:
 AMOUNT: \$33,000.00

TECHNICAL SPECIFICATIONS
LIBBY DAM
PORTABLE OIL PURIFIER

I Scope

26 August 2004

This specification describes the operation, application, performance and system component requirements of the oil purifier. The purifier will be used on oil-based lubrication systems and hydraulic governor control systems. The purpose of the purifier is to remove free and dissolved/emulsified water and particulate contamination from the oil. Particulate contamination and water in the oil has proven to have a deleterious impact on system components and physical properties of the oil. Industry-wide failure caused by water and particulate contamination in the lubricating and hydraulic oils have been found to be the most prevalent cause of preventable forced outages and subsequent negative impacts on unit reliability and availability.

II General

The oil purifier shall be a Pall model **HVP 903-480-KP-HWN-YR15** or an approved equal. If an approved equal brand or model is supplied, the Contractor shall provide adequate information to verify that it meets the following characteristics:

1. The purifier shall be a portable, self-contained unit.
2. The purifier shall be provided with controls that allow unattended operation in the field with internal electrical contacts (NO or NC) for remote alarm annunciation.
3. The purifier shall have one button operation to start and stop purifier.
4. The purifier shall be painted with a high quality paint such as PPG Delta 3500 or equal.
5. The only connections the purifier shall require are a 480 volt, three phase electrical power connection and inlet and outlet oil hoses connections. Purifier shall be supplied with a means to add a future optional remote annunciation panel. There shall be no other utility (water, waste, air, etc.) connections required.
6. The method of oil dehydration and de-aeration may be the vacuum dehydration process with mass transfer. The purifier may not use high heat (>140° F) and/or high vacuum (> 24 inches of Hg). High heat (>140° F) is known to cause coking of the oil and the generation of carbonaceous fines. High vacuum (>24 inches of Hg) will strip the light ends of the oil.
7. The method employed for particulate removal shall be direct-intercept filtration, utilizing tapered pore, fixed fiber, synthetic Coreless media.
8. The purifier fluid circulation rate shall not be less than 15 GPM / 900 GPH.
9. Dry weight shall not exceed 1500 pounds, overall dimensions shall not exceed 79" high, 54" length and 31" wide excluding condenser unit.

10. The purifier shall be caster-mounted and include a push-rail to allow manual handling.
11. The purifier shall be equipped with picking eyes to facilitate moving with an overhead crane.
12. The purifier shall be equipped with forklift attachments so that unit may be transported with a forklift. Forklift attachments shall be factory installed and painted with the same paint as the purifier.
13. The inlet pressure shall operated between 25 inches Hg and 15 psig.
14. The outlet shall have a maximum pressure of 75 psig.
15. The purifier shall be capable of processing fluids with a viscosity up to ISO 250 cSt (centistokes).
16. The purifier shall have an option to install a tug draw bar and pneumatic tires.

III. Oil Purification Performance Requirements

1. Dehydration and De-aeration

The purifier shall remove 100% of free and emulsified water and gases. The purifier shall removed 80% of dissolved water, gases, and light solvents.

2. Particulate Removal

The purifier shall perform particulate contamination removal with filters rated at a minimum of three micrometers with a beta ratio of $B_2 \geq 200$ per ISO 4572 (Multi-pass filter rating using ACFTD and a beta ratio of $B_{5(c)} \geq 1000$ per ISO 16889 (Multi-pass filter rating using ACMTD). Oil leaving the purifier shall be at an ISO cleanliness code level (ISO 4406) 15/13/11 or better.

IV. Oil Purifier Component Requirements

1. Vacuum Chamber

- a. The oil purifier's vacuum chamber shall provide purifier inlet oil flow. The vacuum chamber shall be controlled to a limit of 22 ± 2 inches Hg maximum vacuum. A cleanable, 10 mesh strainer shall be provided on the oil inlet line. Inlet operating range of 15 psi to 22: hg.
- b. Fluid shall be dispersed within the vacuum chamber by a dispersion material made from a non-corrosive material. The use of replaceable dispersal elements shall not be permitted because of the cost attributable to PM labor to service the elements and disposal costs and liability.
- c. The purifier's vacuum chamber shall include low-level and high-level float valves for oil level control within the vacuum chamber and separate low-level and high-level float switches for safety shutdown of the purifier in the event that oil exceeds minimum or maximum levels. The vacuum chamber must have a minimum of four float switches for level control.
- d. Vacuum chamber inlet air shall be drawn through a filter rated at three micrometers in air. The vacuum change inlet air filter cap and shroud must be composed of non-corrosive polyamide. The air filter medium must use oleophobic resin-bonded filter fibers. The inlet air breather must be

equipped with a reusable vacuum indicator to denote when air filter element is due for service. The vacuum indicator actuation pressure setting shall be 1.1 inches Hg differential.

- e. Vacuum chamber outlet air shall be discharged through a mist eliminator that automatically drains collected fluid back into the purifier.
 - f. The vacuum chamber shall have a sight glass to determine chamber oil level and an inlet flow sight to gauge oil flow into the chamber.
2. Vacuum Pump
- a. The chamber vacuum shall be provided by an electric motor driven vane-type vacuum pump.
 - b. The vacuum pump and oil discharge pump shall be driven by one 3 PH double C-face shaft, high efficiency electric motor.
 - c. The vacuum pump shall include an oil bath lubricator that will maintain lubrication at all times. The oil bath reservoir shall be mounted integral to the vacuum pump. Recommended manufacturer is Reitchley.
 - d. The vacuum pump outlet air stream shall be discharged through a coalescer/silencer equipped with a drain valve. The discharge coalescer/silencer is required to address OSHA oil mist emissions regulations. Emissions shall be $<5\text{mg}/\text{m}^3$ oil mist.
3. Oil Discharge Pump
- a. The oil discharge pump shall be a positive displacement type rated at 15 GPM flow.
 - b. The oil discharge pump shall be driven per Section IV, Vacuum Pump, Section 2, Item b.
 - c. The discharge pump shall be fitted with a 75 psig full-flow rated pressure relief valve to prevent over-pressurization of the return conductors.
4. Oil Discharge Particulate Removal Filter and Filter Assembly
- a. The discharge filter assembly shall include a filter element, plugged-element bypass valve, and differential pressure switch. Differential pressure switch actuation shall be independent of the filter housing bypass valve. The filter assembly shall consist of two major components: The stainless steel core permanently mounted in the filter housing and the disposable Coreless filter element.
 - b. The Coreless Filter element shall have O-ring seals and be composed of corrosion resistant end caps.
 - c. Particulate filter element replacement shall be accomplished without tools.
 - d. Filter element media shall be tapered and fixed pore design, composed of inert, inorganic fibers impregnated and bonded with an epoxy resin.
 - e. The filter elements shall have an outer helical wrap bonded to each filter pleat to minimize pleat flexing and possible media damage.
 - f. Filter media shall have plastic upstream and downstream support layers built into the flow channels to prevent media bind-off as pressure drop across the media increases.

- g. Filter element media shall be compatible with petroleum-based fluids per ANSI B93.23, ISO 2943. Filter element media shall be unaffected by the presence of water in the oil.
 - h. The particulate filter element shall be incinerable, crushable, and lightweight.
 - i. The filter element shall meet a minimum particulate removal rating (beta rating) of $B_3 \geq 200$ per ANSI (NFPA) T3.10.8.8R and ISO 4572.
 - j. The filter element shall meet a minimum removal rating (beta rating) of $B_5 \geq 1000$ per the new ISO 16889 multi-pass filter rating.
 - k. The particulate filter housing shall not exceed .4 psi pressure drop at 15 GPM with ISO 68 cSt viscous oil.
 - l. The particulate filter element clean pressure drop shall not exceed .27 psi at 15 GPM with ISO 68 cSt viscous oil.
 - m. The filter element collapse pressure rating shall be a minimum 150 psid per ISO 2941.
5. Controls and Operator Interfaces
- a. The operation of the purifier shall be monitored and sequenced by a programmable logic controller (PLC). The PLC shall monitor the oil level in the tower, condition of the outlet filter, and the status of electric motor and heater for overload and short circuit conditions. The PLC will automatically shut down the purifier if vacuum chamber levels exceed normal limits (high and low level) to ensure a constant discharge output of 15 GPM. The purifier shall be equipped with a touch-screen operator interface and initiate the purifier diagnostics alarm and help screen.
 - b. The purifier shall include a pressure switch on the vacuum pump coalescing filter to stop the discharge pump and vacuum pump if the coalescing filter is plugged. The switch will activate a display on the Eaton IDT panel mate touch-screen operator interface and initiate the purifier diagnostics alarm and help screen.
 - c. The purifier shall include an electrical differential pressure switch on the discharge filter assembly that activates a display on the Eaton IDT panel mate touch-screen operator interface if the filter becomes plugged and initiates the purifier diagnostics alarm and help screen.
 - d. The purifier shall have automatic controls that will safely shut down the system if fluid level is outside normal limits.
 - e. The purifier shall have a LCD panel that displays all alarm conditions and self-diagnosis software that provides probable cause of alarm and help screens that delineate corrective measures to rectify problem.
 - f. The purifier shall have one button operation to start and stop the purifier.
 - g. The purifier electrical controls shall be fitted in a NEMA 4 or better enclosure. The panel face shall include start/stop button, power disconnect, run light, and touch screen operator interface.
 - h. The PLC controller shall include a hour meter and display on the LCD screen that accumulates total hours on the purifier and a session timer.

- i. The purifier shall have three panel mounted analog gauges that display oil discharge pressure, chamber vacuum, and purifier inlet oil pressure.
6. Heater
 - a. The purifier shall incorporate an 18 kW heater. The heater elements shall be shielded to prevent direct contact with oil. The heater element shall not exceed a watt density of 15 watts per square inch.
 - b. The heater shall never heat the oil above 120° F.
 - c. The heater shall be thermostatically controlled. A high limit thermostat on the heater shall be set at the factory. A second thermostat integral and controlled by the panel mate LCD display shall allow the operator to adjust oil temperature (heater) depending on fluid type and inlet oil temperature. Normal oil temperature during purifying operation will be 110° - 130° F and be factory set at 120° F.
 - d. The heater shall have a small bypass to allow a minimum amount of flow around the heater. The bypass shall always be open during purifier operation. Oil shall not be deadheaded in the heater.

V. Technical Support Requirements

1. Installation

The vendor shall evaluate the proposed installation site and work with maintenance staff for proper installation, hook-up and operation of the purifier.

2. Training

The vendor shall provide a one-day on-site training session on the proper operation and maintenance of the purifier.

3. Post Purchase Support

- a. The vendor shall be on-site for purifier commissioning. It shall be the vendor's responsibility to correct any problems attributable to the purifier.
- b. The vendor shall be responsible for validating the purifier results in terms of water and particulate removal.
- c. The vendor shall provide local technical support and answers to purifier questions in a timely manner.
- d. The purifier must have a minimum warranty of 12 months on performance, materials and workmanship.
- e. The vendor must provide three copies of operations manuals, wiring diagrams, PLC specifications and recommended spare parts.

4. Delivery

Delivery shall be F.O.B. to the Libby Dam Powerhouse. Libby Dam Project is on the Kootenai River 17 miles from Libby on Montana Highway 37. The Government office hours are from 7:00 am to 5:00 pm, Monday through

Thursday, excluding holidays. Work at the project shall be performed during these hours. The system shall be delivered with all components installed. Delivery charges shall be included in the price of the equipment.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2004

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 (JUN 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.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (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.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- x__ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- x__ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- x__ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- x__ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21)(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)).

x__ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

x__ (23)(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.

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 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)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x__ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(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 (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, 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)

52.252-2 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.acq.osd.mil/dp/dars/dfar.html>

(End of clause)