

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-4254-0804-0001		PAGE 1 OF 15	
2. CONTRACT NO. W912DW-04-P-0434		3. AWARD/EFFECTIVE DATE 27-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0180	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516	
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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 332311 SIZE STANDARD:500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO FORT LEWIS AREA OFFICE, BLDG 2015 FORT L BLDG 2015, 3RD FLOOR, 4TH & PENDLETON FT LEWIS, WA 98433		CODE G3M1T00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE PATRICIA ORTIZ PH: 206-764-3516 FAX: 206-764-6817 PATRICIA.A.ORTIZ@US.ARMY.MIL SEATTLE WA		CODE W912DW	
17a. CONTRACTOR/OFFEROR QUALITY TRUST INC LAWRENCE RUIZ 133 E HOME STREET JUNCTION CITY KS 66441-2546 TEL. 785 238-4761		CODE 0UCL4		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	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$321,000.00			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" 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 <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMSSEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		29-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>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTES

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).

Notice to Proceed is hereby issued upon receipt of this signed Purchase Order.

Contracting Officer's Representative for this project is Marilyn Eleno, 253 966-1745.

Modular Unit will be deliver to Ft. Lewis located in Tacoma Washington.

Modular Unit should be deliver no later than 13 November 2004.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INSTALLATION OF MODULAR BLDG FFP PROVIDE AND INSTALL MODULAR BUILDING FOR CENTRAL TECHNICAL SUPPORT FACILITY, FORT LEWIS, WA IN ACCORDANCE WITH THE STATEMENT OF WORK DATED 14 SEPTEMBER 2004.	1	Lump Sum	\$321,000.00	\$321,000.00
	PURCHASE REQUEST NUMBER: W68MD9-4254-0804-0001				
	ACRN AA Funded Amount			NET AMT	\$321,000.00
					\$321,000.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 21420500000 088082 3230J6741B70000000000 E314 35026
 COST 000000000000
 CODE:
 AMOUNT: \$321,000.00

SOW

**Provide and Install Modular Building for
Central Technical Support Facility (CTSF)
Fort Lewis, WA.
IJO No. THA00001-4J
Package No. 981499
15 September 2004
STATEMENT OF WORK**

1. Provide and install a modular building for Central Technical Support Facility (CTSF), Fort Lewis, WA. This project is to provide and install a modular metal building complete with supporting utilities, to accommodate assignment of personnel in support of electronics maintenance and repair functions for Stryker vehicle on-board computer/GPS systems. The building size, type, configuration and floor plan are as requested and provided by the Using Agency.

2. GENERAL REQUIREMENT:

2.1 A new, 8000 sf building shall be provided with a low slope (2 in 12) roof and pre-finished metal siding exterior walls. The building will be installed on a concrete foundation/ footing. Metal siding color shall match adjacent existing structures. The building accommodates unit office space, electronic equipment maintenance and repair spaces, admin/training space. Skirting for the building when necessary shall have a pre-manufactured artificial brick finish.

2.2 Structure shall be the product of a manufacturer with a minimum of 25 years-documented experience in the design and fabrication of metal modular buildings.

2.3 Quality Assurance. Prefabricated buildings manufacturers shall submit sufficient data to enable approval to be given. As a minimum: Design drawings and /or calculations. Applicable certifications, catalog information, and color samples showing color similar to the adjacent building where this modular building will be sited.

2.4 Electrical devices factory installed within the prefabricated building shall be UL listed. Factory installed wiring system shall bear UL Classification insignia certifying compliance with the National Electrical Code, 1990 & 1993 Editions.

2.5 Adhere to applicable portions of State and local building codes.

2.6 Reference. Upon request, the prefabricated building manufacturer shall provide the locations and owners of three (3) similar buildings that have been in service more than five (5) years within the local areas. This will allow the architect/owner to visit the site and obtain a statement from the owners on the quality of workmanship.

2.7 Submittals: Upon award of order, manufacturer shall prepare and submit copies of shop drawings as required for each different building required for this project. Drawings shall include elevations, section, floor plan, electric schedule, service entrance locations, and anchor clip detail. Artificial brick finish skirting material and color charts and patterns for specified finishes shall be submitted to owner for prompt selections.

2.8. Site Work – **To be accomplished under separate contract.** Modular building supplier shall coordinate with Centennial Contractors Enterprises, Inc. POC is Rocky Gerber at (253) 912-1910.

2.9 Fire Safety Code:

- 2.9.1 Occupancy per 1997 UBC Chapter 3 and Table 3A: B (business).
- 2.9.2 Occupancy Separations Per UBC Chapter 3: None required except Janitor Closet 1-hour.
- 2.9.3 Exits: 4 exits to be provided.
- 2.9.4 Hallways all at least 44" wide.
- 2.9.5 Travel distance = 200' - provided 100' -Complies.
- 2.9.2 Fire suppression system – None required per AHJ.

3. SPECIFIC REQUIREMENTS:

3.1. Building shall be built in compliance with the Uniform Building Code, National Electric Code, National Fire Protection Code , International Plumbing Code, Americans with Disabilities Act, other local codes and other project related engineering and design standards.

3.2. Door locks shall be Best lock compatible, H3K type with interchangeable Best core or SPX5-11 Falcon, 7 pin. Both type shall be grade 11. All lock/latch sets will be lever type. Provide construction cores, PW will final key to Fort Lewis requirements.

3.3 Provide 5/8" GWB on suspended metal framing at Brick Burn Room.

3.4 Provide resilient base and flooring.

3.5 Provide standard gutters and downspouts (daylighted to splash blocks).

3.6 Provide minimum R19 batt insulation at all exterior walls and R30 at roof surfaces.

3.7 Provide a vented ridge on the roof.

3.8 Panel Boards shall be surface mounted, 200 amps main breaker, 3 phase, 120/208 volts with 42 circuits. Provide 3P breakers, quantity and size as required for HVAC and special equipment, and single phase 20 amps breakers in all other spaces.

3.9 Provide interior convenience receptacles, duplex 20 amp spaced minimum 8' on centers, and two exterior WP 20 amp receptacles with covers.

3.10 Provide manufacturer standard fluorescent ceiling lighting suitable for use.

The HVAC units are not heat pumps. They are wall mounted, ceiling ducted with a direct return air grill at the unit.

3.11 No windows for doors.

3.12 Design Criteria:

Width	80'
Length	100'
Eave Ht	10'
Live Load	30psf
Wind Velocity	90mph
Exposure	C
Ground Snow Load	15psf
Added Collateral Load	15psf (suspended ceilings, misc mech/elec)
Governing Code	1997UBC
Seismic Zone	III

3.13. Other work necessary to accomplish the above items.

4.0 DRAWINGS: As attached.

5.0 CONSTRUCTION PHASING: The following construction phasing related issues shall affect the work.

5.1 Interface with Others: Government use of these facilities is not anticipated while the work under this contract is being performed. The work shall be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the adjacent building, vicinity and traffic on Railroad Avenue.

5.2 Hours of Operation: Normal work hours are from 7:00 A.M. through 4:00 P.M. Monday through Friday.

5.3 Any work that will interfere with post operations such as area utilities outages must be coordinated with the Contracting Officer at least 7 days in advance.

5.4 Performance Period: Providing and installation shall be completed within 45 days after issuance of Notice To Proceed

6.0 POST ACCESS

Fort Lewis has instituted a new Registered And Previously ID'd (RAPID) gate program for commercial vehicle access to Fort Lewis, see below:

6.1 COMMERCIAL VEHICLE ACCESS TO FORT LEWIS – REGISTERED AND PREVIOUSLY ID'D (RAPID) GATE PROGRAM

Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Current access information may be obtained by calling (253) 967-1733. As of 1 May 2004, the following requirements apply.

6.1.1 Unless the contractor voluntarily participates in the RAPID Gate Program (see the clause entitled *Identification Of Contractor's Employees – Registered and Previously ID'd (RAPID) Gate Program*), commercial vehicle access to Fort Lewis will be allowed only at the Logistics Center Gate (Exit 123 from I-5) and through the D Street Commercial Vehicle Inspection Point on North Fort. Both gates are open Monday through Friday, excluding federal holidays. These gates will be open for inbound commercial vehicle access and inspection between 0530 hours and 2100 hours. These gates are closed on weekends (Saturdays and Sundays) and federal holidays. On Saturdays, Sundays and federal holidays, commercial vehicles must use the Main Gate (Exit 120 from I-5). Main Gate is open 24 hours per day everyday. A visitor pass must be obtained. All commercial vehicles will be searched. The Contractor should anticipate delays in getting commercial vehicles on post. The Contractor must also allow additional time for commercial vehicles to reach their destination by driving through Fort Lewis.

If the commercial vehicle is carrying a load of cement concrete or hot asphalt concrete for delivery, the driver shall notify the gate guard as soon as possible and request that the vehicle be given priority for being searched; however, the Government does not guarantee that the vehicle will be given priority.

On weekends large vehicles (needing greater than 12'-5" clearance) will require a time stamped "searched" label to gain access to North Fort Lewis. "Searched" labels will be issued at the Main Gate, as appropriate. Drivers needing access to North Fort Lewis must inform the gate guard that their vehicle is over 12'-5" in height and that they will require access to North Fort Lewis. The driver will receive a briefing on proper procedures and a "searched" label. The Contractor shall ensure that its drivers, including drivers of subcontractors at any tier, comply with the procedures as explained to them for access to North Fort Lewis.

6.1.2 If the contractor participates in the RAPID Gate Program, contractor vehicles may enter the installation through any RAPID gate lane except at Force Protection Level Charlie or Delta. During Force Protection Level Charlie or Delta, all contractor vehicles must enter through the Logistics Center gate or, if the Logistics Center Gate is closed,

through the Main Gate. All passengers in the contractor vehicle must have a RAPID identification card; otherwise, the contractor vehicle must enter through the Logistics Center Gate or the Main Gate, as appropriate and obtain visitor passes.

Once the RAPID Gate Program is fully implemented, RAPID gate lanes will be at the Main (Liberty) Gate, the East Gate, the DuPont Gate, the D Street Gate, the Logistics Center Gate, the Madigan Army Medical Center Gate, and the North Fort Gate. The contractor shall use only those lanes specifically marked as RAPID lanes.

6.1.3 NOTE: The RAPID Gate Program is a test program which is scheduled to end on 30 April 2005 but may be terminated by the Government or by Eid Passports, Inc., at any tier. If the program is terminated, the contractor will be allowed access only through the Logistics Center Gate or the D Street Gate or, when they are closed, the Main Gate unless the contractor is otherwise notified by the Contracting Officer.

6.2 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES – REGISTERED AND PREVIOUSLY ID'D (RAPID) GATE PROGRAM

6.2.1. Each employee who requires access to Fort Lewis to perform work under any contract, at any time, must obtain either a RAPID identification badge or a visitor's pass to obtain access to Fort Lewis. A RAPID identification badge will only be issued to an employee, at any time, if the employee requires access to Fort Lewis more than twice per week. Contractor employees, at any time, who require access to Fort Lewis twice per week or less often or who do not participate in the RAPID Gate Program shall obtain a visitor's pass at the Main (Liberty) Gate, the Logistics Center Gate or the D Street Gate. The visitor's pass will be issued for a maximum of 30 days at a time. A RAPID identification badge will only be issued to contractor employees if the contractor participates in the RAPID Gate Program. The RAPID Gate Program is a voluntary program.

6.2.2. The contractor shall provide information as required by Eid Passport, Inc. (Eid), to enable Eid to conduct a criminal history background check (CHBC) on contractor employees who are to have access to Fort Lewis. The contractor is responsible for paying Eid the fee per employee for conducting the CHBC and issuing the RAPID identification card. If the CHBC is not adverse, a RAPID identification badge will be issued by Eid to the contractor employee. If the CHBC is adverse, Eid is prohibited from issuing a RAPID identification badge to the contractor employee. If a RAPID identification badge is denied for any reason, the contractor employee may only enter the installation by obtaining a visitor's pass; however, if the contractor employee does not meet the criteria for being issued a RAPID identification badge, the Government may, in its sole discretion, decide not to issue a visitor's pass to the contractor employee.

6.2.3. If an employee no longer needs an identification badge for any reason (e.g., quits his/her job or no longer performs work under the contract), the contractor shall return the identification badge to Eid within two (2) calendar days of such change. If the identification badge cannot be returned within the required time frame for any reason, the contractor shall immediately notify both Eid and the Contracting Officer verbally, followed up in writing the next work day. An employee's inability to obtain entrance to a Government installation because he/she does not have the required identification badge or visitor's pass shall not excuse timely performance of the requirements of this contract. Eid or the Government may change the location at which identification badges are issued or returned, with or without advance notice to the contractor. Any such changes shall not be a basis for adjusting the contract price under any clause of this contract.

6.2.4. RAPID identification badges shall not be reproduced or copied by the contractor, its subcontractors, or their employees. If an employee's identification badge is lost, stolen, or reproduced, the contractor shall verbally report the loss, theft, or reproduction to both Eid and the Contracting Officer on the day such loss, theft, or reproduction is discovered, followed by a written report of the circumstances to both Eid and the Contracting Officer within one (1) calendar day after the loss, theft, or reproduction is discovered.

6.2.5 Each contractor employee shall wear the RAPID identification badge while performing work under the contract. The identification badge shall be worn on the upper front of the outer garment unless precluded by OSHA

regulation(s). The identification badge shall not be used for access to any Government installation except for performance of work under the contract for which it was issued.

6.2.6 The contractor shall, upon expiration or termination of the contract, collect all identification badges and turn them in to Eid. The final invoice will not be considered proper for purposes of the Prompt Payment Act (FAR 52.232-25 or FAR 52.212-4(i)) until all identification badges have been accounted for.

6.2.7 **NOTE: The RAPID Gate Program is a test program which is scheduled to end on 30 April 2005 but may be terminated by the Government or by Eid Passports, Inc., at any time.** If the program is terminated, the contractor will be notified by the Contracting Officer as to whether the RAPID identification cards will remain valid (and, if so, for how long) and which gate(s) may be used for access to the installation.

6.2.8 COMMERCIAL VEHICLE ACCESS TO FORT LEWIS

Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice. Current access information may be obtained by calling (253) 967-1733. Commercial vehicle access to Fort Lewis will be allowed only at the Logistics Center Gate (Exit 123 from I-5) and the D Street Gate on Monday through Friday, excluding federal holidays. These gates will be open for inbound commercial vehicle access and inspection between 0530 hours and 2100 hours. The Logistics Center Gate and the D Street Gate are closed on weekends (Saturdays and Sundays) and federal holidays. On Saturdays, Sundays and federal holidays, commercial vehicles must use the Main Gate. All commercial vehicles will be searched. A visitor pass must be obtained. The Contractor should anticipate delays in getting commercial vehicles on post. The Contractor must also allow additional time for commercial vehicles to reach their destination by driving through Fort Lewis. If the commercial vehicle is carrying a load of cement concrete or hot asphalt concrete for delivery, the driver shall notify the gate guard as soon as possible and request that the vehicle be given priority for being searched; however, the Government does not guarantee that the vehicle will be given priority. On weekends large vehicles (needing greater than 12'-5" clearance) will require a time stamped "searched" label to gain access to North Fort Lewis. "Searched" labels will be issued at the Main Gate, as appropriate. Drivers needing access to North Fort Lewis must inform the gate guard that their vehicle is over 12'-5" in height and that they will require access to North Fort Lewis. The driver will receive a briefing on proper procedures and a "searched" label. The Contractor shall ensure that its drivers, including drivers of subcontractors at any tier, comply with the procedures as explained to them for access to North Fort Lewis.

6.2.9 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES. The employee who requires access to Fort Lewis to perform work under this contract shall obtain a Government sponsored identification badge. The identification card process has been contracted out and the cost of the identification card will be born by the contractor. Current established costs are: \$99.00 for company start-up and \$99.00 per individual.

7.0 SUBMITTALS: Upon award, manufacturer shall prepare and submit copies of shop drawings as required for each different building required for this project. Drawings shall include elevations, section, floor plan, electric schedule, service entrance locations, and anchor clip detail. Artificial brick finish skirting material and color charts and patterns for specified finishes shall be submitted to the Government for prompt selections.

8.0 PAYMENT: The contract price for this task shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the work in accordance with these specifications. Payment shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor to complete the work in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

9.0 INVOICES: In addition to all other requirements for invoices, two (2) copies of every invoice shall be forwarded to : Public Works, Fort Lewis, ATTN: AFZH-PWC-E (Mail Stop 17), Box 339500, Fort Lewis, WA 98433-9500. Failure to do so may result in delays in acceptance and payments.

10.0 PERSONNEL AND SECURITY REQUIREMENTS: The contractor or an authorized representative, acceptable to the Contracting Officer, shall:

10.1 Be present on the installation at all times whenever the work of the contract is being performed.

10.2 Receive and respond to instructions from the Contracting Officer.

*** END OF SECTION ***

CLAUSES INCORPORATED BY REFERENCE

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 (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.
- 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) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (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)).

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

___ (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.

XX (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)).

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

___ (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/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 (JUN 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).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 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 (JUN 2004) (10 U.S.C. 2533a).

XX 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 (MAY 2004) (___ 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 (JUN 2004) (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)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

____ 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 (JAN 2004) (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).

XX 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)