

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 16	
2. CONTRACT NO. W912DW-04-P-0446		3. AWARD/EFFECTIVE DATE 30-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0186	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
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: 334513 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) <input type="checkbox"/>	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		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 HB SUPPLY CO, DBA PARAMOUNT SUPPLY CO JEFF NEFF 800 EAST 1ST AVE PO BOX 6063 KENNEWICK WA 99336-4075 TEL. 509-765-9000		CODE 1SNZ5		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) \$248,119.48			
<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 <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		30-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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

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).

Send a fax copy of the invoice to Angela Dexter at 206-764-6817.

Verbal confirmation was given to John Neff on 29 September 2004.

Completion Date: 30 December 2004 from Receipt of Order. Point of contact is Allen Budravage at 509 686-3520.

DELIVERY ADDRESS: Chief Joseph Dam
 Service Section Warehouse (CJ)
 Highway 17 Pearl Hill Road Attn: Allen Budravage
 Bridgeport , Washington 98813-1120

CF:

Contractor:	paramountkenn@uei.net
Allen Budravage:	CENWS-OD-CJ
Daniel Bennett:	CENWS- OD-CJ
Nancey Cornell	CENWS- OD-CJ
Kelly Gustafson:	CENWS- PM-CU
Sandy Harvey:	CENWS- OD-CJ
Richard Warren:	CENWS- OD-CJ
Karma Preugschat:	CENWS- OD-CJ
File	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TEMPERATURE AND FLOW GAUGE FFP SEE ATTACHED SPECIFICATION PURCHASE REQUEST NUMBER: W68MD9-4258-0946	183	Each	\$1,070.56	\$195,912.48

NET AMT \$195,912.48

ACRN AA Funded Amount \$195,912.48

FOB: Destination

SPECIFICATION

This specification covers the supply of temperature gauges to Chief Joseph Dam Project, Bridgeport, WA.

Remote Reading Dial Thermometers

1. Gauge Type:

- a. ASME B40.4-2001 Class 4b filled system thermometer, Ashcroft or equal.
- b. Gauges as indicated in Table 2.

2. Gauge Description:

- a. Remote-mounted, aluminum hinged ring, 6" flush-mounted (ASME B40.4-2001 Fig5 b), rear connection.
- b. Bendable extension with union connection (see Table 2).
- c. Stainless steel spring armor.
- d. 0 - 120°C and 20 - 100°C (see Table 2).
- e. Double high electric contacts (normally open) with separate commons.
- f. No mercury shall be permitted.

3. Specifications:

- a. Thermometer shall comply with ASME B40.4-2001 Class 4b.
- b. Accuracy shall be +/- 1% of range span.
- c. Movement shall be damped (silicone or equal) for increased resistance to shock and vibration.
- d. **Thermometer must be mountable in any configuration without needing correction for head or elevation error; thermometer bulb must require no special orientation.**
- e. Pointer shall be field-adjustable.
- f. Dial shall no less than the recommended minimums of ASME B40.4-2001 / 7.2 thru 7.4.
- g. The thermometer dial shall be designed to prevent parallax (anti-parallax) reading errors and shall be a white face with black graduations.
- h. Thermometer case shall be aluminum or better with black epoxy finish and with a hinged ring permitting lens replacement and pointer adjustment.
- i. Window shall be in accordance with ASME B40.4-2001 / 7.5.2 thru 7.5.4
- j. Gauge shall permit adjustment of zero and contact set points externally from the front of the gauge without removing the gauge from it's mounting.
- k. Case depth shall not exceed 3 inches beyond mounting flange.
- l. Contact wires and capillary tube must exit rear of case.
- m. The extension to the bulb shall be: See Table 2.
- n. The capillary shall be: See Table 2.

- o. Capillary armor, probe and bendable extension material shall be AISI 300 series stainless steel.
- p. The electric contacts shall be double high (normally open) contacts configured to close upon temperature increase (with adjustable set points), switch ratings shall be no less than 120V AC, 1 amp (125VDC, 0.5 amp) resistive load max switching current.
- q. Electrical switch contacts shall be magnetic type snap-action contacts, high adjustable, electrically independent (separate commons) and ungrounded.

Contact materials shall be silver palladium (AgPd 80/20) or better (gold).

Table 2 - Temperature Gauge:

Units/Gauge <i>Extension/Probe Length</i>	Quantity	Dial Range (°C)	Capillary Length	Bushing/ <i>Bendable</i>
1 Thru 16 Air Cooler <i>15" / 5/8x6"</i>	97	0 - 120	100 ft.	¾" MPT Bushing /
1 thru 16 Thrust Bearing <i>/ 5/8x6"</i>	17	20 - 100	80 ft. ¾" MPT Bushing /	39.5"
1 thru 16 Thrust/Guide Bearing Oil <i>/ 5/8x6"</i>	17	20 - 100	90 ft. ¾" MPT Bushing /	19 ¼"
1 thru 16 Gen Guide Bearing <i>/ 5/8x6"</i>	17	20 - 100	90 ft. ¾" MPT Bushing /	9 ¾"
1-4 & 15-16 Turbine Bearing & Oil <i>/ 5/8x5"</i>	13	20 - 100	70 ft. ¾" MPT Bushing /	3"
5 thru 14 Turbine Bearing <i>/ 5/8x6"</i>	11	20 - 100	75 ft. ¾" MPT Bushing /	24"
5 thru 14 Turbine Bearing Oil	11	20 - 100	75 ft. ¾" MPT Bushing /	3" / 5/8x6"

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PRESSURE DIFFERENTIAL GAUGES FFP SEE ATTACHED SPECIFICATION ITEMES 1 THRU 16 PURCHASE REQUEST NUMBER: W68MD9-4258-0946-0001	34	Each	\$1,535.50	\$52,207.00

NET AMT \$52,207.00

ACRN AA Funded Amount \$52,207.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X40450000 082433 3100D94K95003200 NA 96453
COST 000000000000
CODE:
AMOUNT: \$248,119.48

SPECIFICATION ON PRESSURE GAUG

Specifications Pressure Differential Gauges Units 1 thru 16

Scope

This specification covers the supply of pressure differential gauges to Chief Joseph Dam Project, Bridgeport, WA.

Low-Pressure GPM Indicating Differential Pressure Gauge/Switch

1. Gauge Type:

- a. 6" dial differential pressure gauge, Ashcroft or equal.
- b. H₂O ranges see Table 1.
- c. With false reading dial of 0 to xxx GPM see Table 1.
- d. **Range and quantity as indicated in Table 1.**

2. Gauge Description:

- a. 6" dial.
- b. Low-pressure differential, GPM indicating.
- c. Stainless steel diaphragm and housing and socket material.
- d. 1/4" NPTF lower connection.
- e. Wall mounting bracket.
- f. Electric warning contacts, N.O./N.C., with separate commons.
- g. No mercury shall be permitted.

3. Specifications:

- a. Gauge shall be +/- 2.5% full-scale accuracy or better, 6" diameter stainless steel case (IP54 rating) with diaphragm made from high strength cobalt alloy (Duratherm 600 = NiCrCo alloy) or equal and AISI 300 series stainless steel movement.
- b. Gauge shall permit adjustment of zero and contact set points externally from the front of the gauge without removing the gauge from its mounting.
- c. Case shall include a wall-mounting bracket.
- d. Dial shall be a false-reading, white face with black indicators with dial indicating specified GPM (Gallons per minute) see Table 1.
- e. Dial shall at least meet the recommended minimums of ASME B40.4-2001 / 7.2 thru 7.4.
- f. The dial shall be designed to prevent parallax (anti-parallax) reading errors.
- g. Gauge shall be capable of withstanding a minimum static pressure of 145 psi without sustaining damage.
- h. The electric contacts shall have adjustable set points and switch ratings shall be no less than 125V AC, 1 amp (125VDC, .5 amp resistive load max switching current).
- i. Electrical switch contacts shall be magnetic type snap-action contacts, electrically independent (separate commons) and ungrounded.
- j. Contact materials shall be silver palladium (AgPd 80/20) or better (gold).
- k. **Contact wires must exit rear of case.**
 - l. One normally open (N.O.) and one normally closed (N.C.) contact at zero differential.
 - m. Contacts shall change state at the preset values as the pointer increments clockwise.
 - n. Contact materials shall be silver palladium (AgPd 80/20) or better (gold).
 - o. Electrical switch ratings shall be no less than 125V AC, 1 amp (125VDC, .5 amp) resistive load max switching current.

Table 1 - Low-Pressure GPM Differential Pressure Gauge/Switch:

Quantity	Dial Range (GPM)	Inches H ₂ O Range
Ea.17	0 – 60	100"
Ea.17	0 – 1600	300"

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
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.

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

~~8%~~ Percent increase

~~8%~~ Percent decrease

This increase or decrease shall apply to the total contract quantity p

(End of clause)

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)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end

product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)