

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W42HEM-4069-7392		PAGE 1 OF 34		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912P8-04-T-0043		6. SOLICITATION ISSUE DATE 19-Mar-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRENDA D. WELTY			b. TELEPHONE NUMBER (No Collect Calls) 504-862-2872	8. OFFER DUE DATE/LOCAL TIME 03:30 PM 31 Mar 2004		
9. ISSUED BY USACE, CONTRACTING DIVISION ATTN: GEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651 TEL: FAX:		CODE W912P8	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"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7699 SIZE STANDARD:\$6m			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO OD-OPS GULF INTRA/CALCASIEU LK CORPS OF ENGINEERS P. O. BOX 60267 NEW ORLEANS LA 70160-0267 TEL: FAX:		CODE B2R0055	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL:		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	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<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 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	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
				PARTIAL	FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	FFP-PROVIDE LABOR, MATERIALS, AND PLANT SERVICES TO REPAIR THE PORT MAIN ENGINE AND MARINE GEAR TO M/V BURRWOOD PRESENTLY MOORED AT USACE CALCASIEU LOCK WHARF. REMOVE THE ENGINE AND MARINE GEAR, REPAIR AND REINSTALL THE DETROIT DIESEL 12V-71 MAIN ENGINE AND TWIN DISC MG-314 MARINE GEAR IN ACCORDANCE WITH ATTACHED SPECIFICATION.				
	PROVIDE PRICE BREAKOUT ON THE ATTACHED PRICING SCHEDULES ON PAGES 3 AND 4. AT LEAST ONE PRICING SCHEDULE MUST BE COMPLETED TO BE CONSIDERED FOR AWARD. PRICES WILL BE EVALUATED, INCLUDING PROPOSED CORE CHARGES, TO DETERMINE THE LOWEST OVERALL COST TO THE GOVERNMENT FOR AWARD. ALTERNATE PROPOSALS WILL BE CONSIDERED.				

NOTES:

1. Offers in response to this solicitation/RFQ can be forwarded by either personal delivery, regular mail, email, or fax to arrive by the date and time specified in Block 8 of this form. **OFFERS ARE NOT TO BE PLACED IN THE BID BOX** located in the New Orleans District Contracting Division Office. Addresses for responses are as follows:

Physical Address: U.S. Army, Corps of Engineers, Contracting Division,
Attn: Brenda Welty (CEMVN-CT-P)
7400 Leake Ave
New Orleans, LA 70118

Mailing Address: U.S. Army, Corps of Engineers, Contracting Division,
Attn: Brenda Welty (CEMVN-CT-P)
P.O. Box 60267
New Orleans, LA 70160-0267

Fax to: (504) 862-2892

Email to: Brenda.d.welty@mvn02.usace.army.mil

2. The Government's standard payment terms are NET 30. If Offerors desire to submit alternative discount terms, please include in Block 12 for consideration.

**M/V BURRWOOD
OVERHAUL ENGINE & GEAR
SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NO.	DESCRIPTION	UNIT QUANTITY	UNIT	PRICE	AMOUNT
0001	Removal & Replacement (Page 5)	1	JOB	\$_____	\$_____
0002	In-Shop Engine Overhaul (Page 5)	1	JOB	\$_____	\$_____
0003	In-Shop Transmission Overhaul Twin Disc MG-514 (Page 7)	1	JOB	\$_____	\$_____
0004	Cylinder Block Core Charge(Optional) (Page 9)	1	JOB	\$_____	\$_____
0005	Cylinder Head Core CharGE(Optional) (Page 9)	4	EACH	\$_____	\$_____
0006	Crankshaft Core Charge (Optional) (Page 9)	1	EACH	\$_____	\$_____
0007	Camshaft Core Charge (Optional) (Page 9)	2	EACH	\$_____	\$_____
0008	Connecting Rod Core Charge (Optional) (Page 9)	12	EACH	\$_____	\$_____
0009	Blower Core Charge (Optional) (Page 9)	2	EACH	\$_____	\$_____
0010	Tubrocharger Core Charge (Optional) (Page 9)	2	EACH	\$_____	\$_____
0011	Additional Repairs (Optional) (Page 5) NOTE: If applicable, Contractor shall submit a list of Additional parts in accordance with 2 REMOVAL AND REPLACEMENT. Insert _____% Mark Up of parts.	1	HR	\$_____	\$_____

Insert _____% Mark Up of parts.

THIS PRICING SCHEDULE IS FOR THE OVERHAUL SCOPE OF WORK STARTING ON PAGE 5.

M/V BURRWOOD
EXCHANGE ENGINE & GEAR
 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	DESCRIPTION	UNIT QUANTITY	UNIT	PRICE	AMOUNT
0001	Removal & Replacement (Page 11)	1	JOB	\$_____	\$_____
0002	Exchange Engine (Page 11)	1	JOB	\$_____	\$_____
0003	Exchange Transmission (Page 13)	1	JOB	\$_____	\$_____
0004	Cylinder Block Core Charge(Optional) (Page 14)	1	JOB	\$_____	\$_____
0005	Cylinder Head Core Charge(Optional) (Page 14)	4	EACH	\$_____	\$_____
0006	Crankshaft Core Charge (Optional) (Page 14)	1	EACH	\$_____	\$_____
0007	Camshaft Core Charge (Optional) (Page 14)	2	EACH	\$_____	\$_____
0008	Connecting Rod Core Charge (Optional) (Page 14)	12	EACH	\$_____	\$_____
0009	Blower Core Charge (Optional) (Page 14)	2	EACH	\$_____	\$_____
0010	Turbocharger Core Charge (Optional) (Page 14)	2	EACH	\$_____	\$_____
0011	Additional Repairs (Optional) (Page 11) NOTE: If applicable, Contractor shall submit a list of Additional parts in accordance with 2 REMOVAL AND REPLACEMENT. Insert _____% Mark Up of parts.	1	HR	\$_____	\$_____

Insert _____% Mark Up of parts.

THIS PRICING SCHEDULE IS FOR THE EXCHANGE SCOPE OF WORK STARTING ON PAGE 11.

DESCRIPTION/SPECS. /WORK STATEMENT FOR OVERHAUL

1 GENERAL. The Contractor shall furnish all labor, material, parts, equipment, fuel, oil, transportation, equipment and dock facilities to remove the port main engine, Detroit Diesel 12V71T, along with the Twin Disc MG 514, 2:1 reduction marine gear for a complete shop overhaul for M/V BURRWOOD. The M/V BURRWOOD is a 58-foot Survey Vessel located at the USACE, Calcasieu Locks Mooring Dock, Lake Charles LA. Information on the existing engine and transmission is as follows: Engine is wet exhaust raw water-cooled.

Engine Make Detroit Diesel 12V-71 Turbocharged, Intercooled
Engine Model 7122-3000 Right-hand engine
Trans. Ratio Twin Disc MG-514 2:1
Trans. S/N 3E9169, Spec. # 34348

2 REMOVAL AND REPLACEMENT. Remove upon approval all interferences and disconnect all fuel, water, exhaust, control, shafting, and electrical connections, on the port main engine and transmission. Remove all accessories; alternator, hydraulic steering pump, starter, etc. from the existing engine. Inspect each for damage. Submit a written report any deficiencies or required additional repairs to the Contracting Officer. Any repair or replacement of accessories shall be through the written authorization of the contracting officer. Re-install accessories on the rebuilt engine after repairs.

Inspect all engine and transmission foundation mounting holes for damage and wear. If mounting holes are damaged (oblong or elongated) make the necessary arrangement to have the mounting holes plug welded and re-drilled when engine and transmission are being installed to achieve the proper alignment. Clean and degrease the bed frames and bilge areas under and around the removed port main engine and gear.

Following a complete overhaul, test both units in the dynamometer. After testing, return the engine and gear to the USACE Calcasieu Lock wharf and reinstall in the vessel. Check the alignment of the shafting to the output coupling of the gear. Align the tailshaft to achieve no more than 0.004" difference between any two opposite points on the coupling. Replace all interferences. Connect all fuel, water, exhaust, control, shafting and electrical connections. Fill the water jackets with a 50 percent solution of ethylene glycol base antifreeze and water treated with Nalcool 3000. Make all necessary adjustments during a dock and sea trial. Test to make sure all engine alarms, indication gauges, start, stop, all emergency controls, etc. are working properly and that the engine meets the required high idle speed and full power rack setting required by Detroit Diesel.

3 IN-SHOP ENGINE OVERHAUL. Remove the existing port main engine and the Twin Disc MG 514 transmission.

Rebuild the engine using genuine Detroit Diesel Corporation (DDC) parts for 12V71T engines. The rebuilt engine shall be a complete shop overhaul, completely rebuilt with genuine Detroit Diesel Corporation (DDC) parts identical in all respects to the existing engine. All applicable service limits, disassembly, repair and assembly procedures detailed in the latest edition of the DDC service manuals and bulletins will be followed. The engine shall be painted with two coats of alpine green engine enamel.

3.1.1 The rebuilt engine will be assembled with the following new parts:

- (1) All seals, sleeves and gaskets.
- (2) All main, connecting rod and camshaft bearings.
- (3) Cylinder kits including liners, pistons, rings, bushings, pins and retainers.
- (4) Gear and engine oil cooler cores.
- (5) Fuel jumper lines.
- (6) Vibration dampers.
- (7) Thermostats, water and fuel hoses.
- (8) Lube oil pressure regulator and relief valves.
- (9) Fuel and lube oil filter elements. The secondary fuel filter elements and covers shall be the spin-on type. The oil filter elements and adaptors shall be the spin-on type. NOTE: The primary fuel filters have been replaced with Racor filter water separators.
- (10) Pressure switches and electric sending units.
- (11) Anodes.

3.1.2 The engine shall have been assembled with the following rebuilt components:

- (1) Cylinder heads.
- (2) Blowers.
- (3) Turbochargers
- (4) Fresh water pumps.

(5) Fuel pumps.

(6) Lube oil pumps.

(7) Fuel injectors.

(8) Governors.

(9) Raw water pumps.

(10) Connecting rods and bearing caps.

(11) Wet Exhaust Manifolds

(12) Recondition Crankshafts. (Crankshafts no more than 0.010 under size)

(13) Tachometer Drives

(14) Or any other rebuilt components or new parts not mentioned to make up a complete assembly of the engine during the shop overhaul.

3.1.3 The rebuilt engines shall be subjected to a basic and final run-in test on a dynamometer, and witness by the government inspector(s). The procedures detailed in the latest DDC service manual shall have been followed. The Contractor shall furnish a certified engine test report on the form provided in the DDC service manual. The engine shall have developed the rated horsepower +/- 3% during the final run-in test. The engine operating conditions shall be within the normal limits published in the DDC service manual.

3.1.4 Submit a written report on the condition of engine and all work performed to bring engine back to serviceable condition.

4 IN-SHOP TRANSMISSION OVERHAUL TWIN DISC MG-514.

Contractor shall rebuild the unit with genuine TWIN DISC Marine Transmission parts for MG-514 Marine gear. All parts and subassemblies must be handled carefully to prevent nicking, scratching and denting. Close-fitting parts may have proper clearance but can bind if they are nicked, scratched, or dented. Parts, which depend upon smooth surfaces for sealing, may leak if scratched. All parts should be carefully handled and protected during removal, cleaning, inspection, and installation of the unit. All parts must be clean to permit effective inspection. It is very important that no dirt or foreign material be allowed to enter the transmission. Contractor will follow all applicable service limits, disassembly, repair and assembly procedures detailed in the latest edition of the TWIN DISC MG- 514 service manual,

bulletins and the latest cleaning procedure and parts cleaning procedures for this model gear. Submit the warranty period of this repair.

Contractor will disassemble the unit and inspect the transmission for damage or defects in parts and replace all parts that don't meet the wear limits as outline in the service manual.

Inspect bearings for roughness of rotation. Replace if its rotation is still rough after cleaning and oiling. Inspect bearings for scored, pitted, scratched, cracked, or chipped races, and for excessive wear of rollers or balls. If one of these defects is found, replace the bearing. Inspect bearing housing and shaft for grooved, burred, or galled conditions that would indicate that the bearing has been turning in the bore or on the shaft. If the damage cannot be repaired replace the defective part. Any bearing that has been subjected to metal contamination must be closely inspected for metal particles. Metal particles will cause failure of the bearing. The presence of dirt or grit in bearings is usually responsible for bearing failures, it is important to keep bearings clean during removal and installation.

Inspecting Cast Parts, Machined Surfaces – Inspect bores for wear, scratches, grooves, and dirt. Remove scratches and burrs. Remove foreign mater. Replace parts that have scratches or grooves that cannot be removed. Inspect all oil passages for obstructions. If an obstruction is found, remove it. Inspect mounting faces for nicks, burrs, scratches, and foreign matter. Remove such defects. If scratches cannot be removed with crocus cloth, replace the part. Inspect threaded openings for damaged threads. Replace housing or other cast parts that are cracked.

Inspect all machined surfaces for damage that could cause oil leakage or other malfunction of the part. Rework or replace the defective parts. Replace both the carrier and spindles if it indicates excessive heat has occurred and the parts must be replaced.

Inspecting Bushings, Thrust Washers- Inspect bushings for scores, burrs, roundness, sharp edges, and evidence of overheating. Remove scores, burrs, and sharp edges. If the bushing is out-of-round, deeply scored, or excessively worn, replace it. If it is necessary to cut out a defective bushing, do not damage the bore into which the bushing fits. Inspect thrust washer for distortion, scores, burrs, and wear. Replace if defective or worn.

Inspect oil seals, Gaskets- Replace all seal rings, oil seals, and composition gaskets. Inspect hook-type seal rings for wear, broken hooks, and distortion.

Inspecting Gears- Inspect gears for scuffed, nicked, burred, or broken teeth. If the defect cannot be removed with a soft honing stone, replace the gear. Inspect gear teeth for wear that may have destroyed the original tooth shape. If this condition is found, replace the gear. Inspect the thrust face of gears for scores, scratches, and burrs. If the defect cannot be removed replace the gear.

Inspect splined parts- inspect for stripped, twisted, chipped, or burred splines. Remove burrs with a soft stone. Replace the part if other defects are found. Spline wear is not considered detrimental except where it affects tightness of fit of the splined parts.

Inspect threaded parts for burred or damaged threads. Inspect snap rings for nicks, distortion, and excessive wear. Inspect springs for signs of overheating, permanent set, or wear due to rubbing adjacent parts. Inspect clutch plates friction-faced clutch plates for burrs, embedded metal particles, and severely pitted faces, excessive wear, cone, cracks, distortion, and damaged spline teeth. Inspect Swaged, Interference-fit parts if there is evidence of looseness due to relative motion, the assembly should be replaced. Inspect Seal contact surfaces that contact the sealing area or lip of any seal. Roughness, scoring, pitting, or wear that will permit oil leakage or cause damage to the seal must be corrected.

Submit a written report on the condition of marine gear and all work performed to bring marine gear back to serviceable condition.

5 CORE CHARGES Contractor shall quote a price for the individual core charges on items exchanged for reconditioned components that were worn beyond the acceptable tolerances for trade-in units.

- a.)Cylinder Block(ITEM-0004)
- b.)Cylinder Head(ITEM-0005)
- c.)Crankshaft(ITEM-0006)
- d.)Camshaft(ITEM-0007)
- e.)Connecting Rod(ITEM-0008)
- f.)Blower(ITEM-0009)
- g.)Turbocharger(ITEM-0010)

6 WARRANTY. The rebuilt or exchange engine shall be warranted against defects in material and workmanship for six 6 months as outlined in the latest Detroit Diesel Corporation Replacement Parts Guideline. The warranty shall cover parts, and if offered labor and transportation costs.

7 MEASUREMENT AND PAYMENT. CLIN 0001 will represent payment for all labor, material, parts, equipment, fuel, oil and dock facilities to rebuild the engine and the transmission if required as detailed above. The disassembly of the existing engine (if applicable) to determine if core charges are required shall also be paid for under CLIN 0001. Core charges will be paid for at the prices quoted in the schedule (ITEM 0004 thru ITEM-0010) for castings that cannot be rebuilt.

8 PERSONNEL. All repairs shall be performed by competent trained mechanics that possess at-least three years experience with DDC, and Twin-Disc products. The procedures for diagnosis, disassembly,

cleaning, inspection, repair and assembly detailed in the manufacturer's latest published service manuals and bulletins shall be used.

9 TOOLS AND EQUIPMENT. The Contractor shall possess all tools, service equipment and special service tools that are required by DDC, and Twin-Disc to accomplish any repair or adjustment on the engines and transmissions series listed in paragraph 1.

10 OPTIONAL ITEMS. Certain items identified as OPTIONAL in the bidding schedule and description/specifications may or may not be required. No work shall be performed on any item identified as OPTIONAL unless authorized in writing, in whole or in part, by the Contracting Officer. When authorized, the Contractor shall perform the OPTIONAL work required at the unit price quoted in the schedule in the quantities authorized. The total actual quantity authorized may be less or more than the estimated quantity. The Contractor shall allow sufficient time to perform the total estimated quantity of all OPTIONAL items in the bidding schedule.

DELIVERIES OR PERFORMANCE

1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. The Contractor will be required to (a) commence work under this job immediately upon written authorization by the Contracting Officer, (b) prosecute the work diligently, and (c) complete the entire work within seventeen (17) calendar days of delivery of the vessel. Offers to complete the work in more than seventeen (17) calendar days will be deemed non-responsive. All work must be completed prior to 22 April 2004.

2 DELIVERY AND RETURN OF THE VESSEL. The M/V BURRWOOD is currently moored at the Devil's Elbow area of the U.S. Army Corps of Engineers Calcasieu Lock wharf located at the intersection of the Intracoastal Waterway with La 384 in Calcasieu Parish. A small mobile crane may be used to access the site alongside the vessel to remove and replace the engine and gear at the present location. Additionally, the vessel may also be moved to a nearby location for crane access if required, providing it is not more than a 60 minute transit time (approximately 10 miles) for M/V BURRWOOD on one engine. Contractor shall be totally responsible for the security of M/V BURRWOOD during the time that the vessel is away from the Calcasieu Lock site. The Contractor shall identify as part of this quote the location for the engine exchange services.

3 LOCATION OF THE CONTRACTOR'S FACILITY. The Contractor's facility shall be located within 125 miles of U.S. Army Corps of Engineers Bayou Boeuf Lock, Morgan City, LA.

SECOND SCOPE OF WORK

DESCRIPTION/SPECS. /WORK STATEMENT FOR EXCHANGE

1 GENERAL. The Contractor shall furnish all labor, material, parts, equipment, fuel, oil, transportation, equipment and dock facilities to remove the port main engine, Detroit Diesel 12V71T, along with the Twin Disc MG 514, 2:1 reduction marine gear for an exchange for remanufactured Detroit Diesel 12V71T engines and Twin Disc MG 514 remanufactured exchange marine gears for the M/V BURRWOOD. The M/V BURRWOOD is a 58-foot Survey Vessel located at the USACE, Calcasieu Locks Mooring Dock, Lake Charles LA. Information on the existing engine and transmission is as follows: Engine is wet exhaust raw water-cooled.

Engine Make	Detroit Diesel 12V-71 Turbocharged, Intercooled
Engine Model	7122-3000 Right-hand engine
Trans. Ratio	Twin Disc MG-514 2:1
Trans. S/N	3E9169, Spec. # 34348

2 REMOVAL AND REPLACEMENT. Remove upon approval all interferences and disconnect all fuel, water, exhaust, control, shafting, and electrical connections, on the port main engine and transmission. Remove all accessories; alternator, hydraulic steering pump, starter, etc. from the existing engine. Inspect each for damage. Submit a written report of any deficiencies or required additional repairs to the Contracting Officer. **Any repair or replacement of accessories shall be through the written authorization of the contracting officer.** Re-install accessories on the rebuilt engine after repairs.

Inspect all engine and transmission foundation mounting holes for damage and wear. If mounting holes are damaged (oblong or elongated) make the necessary arrangement to have the mounting holes plug welded and re-drilled when engine and transmission are being installed to achieve the proper alignment. Clean and degrease the bed frames and bilge areas under and around the removed port main engine and gear.

Following a complete overhaul, or exchange, test both units in the dynamometer. After testing, return the engine and gear to the USACE Calcasieu Lock wharf and reinstall in the vessel. Check the alignment of the shafting to the output coupling of the gear. Align the tailshaft to achieve no more than 0.004" difference between any two opposite points on the coupling. Replace all interferences. Connect all fuel, water, exhaust, control, shafting and electrical connections. Fill the water jackets with a 50 percent solution of ethylene glycol base antifreeze and water treated with Nalcool 3000. Make all necessary adjustments during a dock and sea trial. Test to make sure all engine alarms, indication gauges, start, stop, all emergency controls, etc. are working properly and that the engine meets the required high idle speed and full power rack setting required by Detroit Diesel.

3 EXCHANGE ENGINE. Install one Remanufactured Detroit Diesel 12V71 exchange engine for the M/V Burrwood port main engine. The Contractor will proceed as outline in 2 above to, remove and install the exchange engine with transmission.

The exchange engine shall be a complete unit that has been completely rebuilt with genuine Detroit Diesel Corporation (DDC) parts identical in all respects to the existing engine. All applicable service limits, disassembly, repair and assembly procedures detailed in the latest edition of the DDC service manuals and bulletins shall have been followed. The engine shall be painted with two coats of alpine green engine enamel.

3.1.1 The rebuilt engine will be assembled with the following new parts:

- (1) All seals, sleeves and gaskets.
- (2) All main, connecting rod and camshaft bearings.
- (3) Cylinder kits including liners, pistons, rings, bushings, pins and retainers.
- (4) Gear and engine oil cooler cores.
- (5) Fuel jumper lines.
- (6) Vibration dampers.
- (7) Thermostats, water and fuel hoses.
- (8) Lube oil pressure regulator and relief valves.

(9) Fuel and lube oil filter elements. The secondary fuel filter elements and covers shall be the spin-on type. The oil filter elements and adaptors shall be the spin-on type. NOTE: The primary fuel filters have been replaced with Racor filter water separators.

- (10) Pressure switches and electric sending units.
- (11) Anodes.

3.1.2 The engine shall have been assembled with the following rebuilt components:

- (1) Cylinder heads.
- (2) Blowers.

- (3) Turbochargers
- (4) Fresh water pumps.
- (5) Fuel pumps.
- (6) Lube oil pumps.
- (7) Fuel injectors.
- (8) Governors.
- (9) Raw water pumps.
- (10) Connecting rods and bearing caps.
- (11) Wet Exhaust Manifolds
- (12) Recondition Crankshafts. (Crankshafts no more than 0.010 under size)
- (13) Tachometer Drives

(14) Or any other rebuilt components or new parts not mentioned to make up a complete assembly of the engine during the shop overhaul.

3.1.3 The exchange engine shall be subjected to a basic and final run-in test on a dynamometer, and witness by the government inspector(s). The procedures detailed in the latest DDC service manual shall have been followed. The Contractor shall furnish a certified engine test report on the form provided in the DDC service manual. The engine shall have developed the rated horsepower +/- 3% during the final run-in test. The engine operating conditions shall be within the normal limits published in the DDC service manual.

The Contractor will follow the procedures as outlined in 2 to ensure that the inspection of the engine and transmission mounting foundation holes have been corrected, before the installation of the units, and that the alignment of the engine and gear meet the requirements as outline in 2 above.

4 EXCHANGE TRANSMISSION. Install one Remanufactured PORT TWIN DISC MG514 exchange transmission for the M/V BURRWOOD, PORT 12V71T engine. The Contractor will proceed as outline in 2 above to remove and install the transmission with the engine. The exchange TWIN DISC MG514 transmission shall be a complete unit that has been completely rebuilt with genuine TWIN DISC parts identical in all respects to the existing transmission. All applicable service

limits, disassembly, repair and assembly procedures in the latest edition of the TWIN DISC MG514 service manuals and bulletins shall have been followed. The oil pressure shall meet or exceed the minimum rated pressure during dock and sea trials. The transmissions shall be painted with two coats of alpine green engine enamel. The Contractor will list the warranty period for the exchange transmission. The Contractor will follow the procedures in 2 for the inspection of the foundation mounting holes, and that they have been corrected before engine/transmission re-installation, and the alignment.

5 CORE CHARGES Contractor shall quote a price for the individual core charges on items exchanged for reconditioned components that were worn beyond the acceptable tolerances for trade-in units.

- a.)Cylinder Block(ITEM-0004)
- b.)Cylinder Head(ITEM-0005)
- c.)Crankshaft(ITEM-0006)
- d.)Camshaft(ITEM-0007)
- e.)Connecting Rod(ITEM-0008)
- f.)Blower(ITEM-0009)
- g.)Turbocharger(ITEM-0010)

6 WARRANTY. The rebuilt or exchange engine shall be warranted against defects in material and workmanship for six 6 months as outlined in the latest Detroit Diesel Corporation Replacement Parts Guideline. The warranty shall cover parts, and if offered labor and transportation costs.

7 MEASUREMENT AND PAYMENT. CLIN 0001 will represent payment for all labor, material, parts, equipment, fuel, oil and dock facilities to rebuild the engine and the transmission if required as detailed above. The disassembly of the existing engine(if applicable) to determine if core charges are required shall also be paid for under CLIN 0001. Core charges will be paid for at the prices quoted in the schedule (ITEM 0004 thru ITEM-0010) for castings that cannot be rebuilt.

8 PERSONNEL. All repairs shall be performed by competent trained mechanics that possess at-least three years experience with DDC, and Twin-Disc products. The procedures for diagnosis, disassembly, cleaning, inspection, repair and assembly detailed in the manufacturer's latest published service manuals and bulletins shall be used.

9 TOOLS AND EQUIPMENT. The Contractor shall possess all tools, service equipment and special service tools that are required by DDC, and Twin-Disc to accomplish any repair or adjustment on the engines and transmissions series listed in paragraph 1.

10 OPTIONAL ITEMS. Certain items identified as OPTIONAL in the bidding schedule and description/specifications may or may not be required. No work shall be performed on any item identified as OPTIONAL unless authorized in writing, in whole or in part, by the Contracting Officer. When authorized, the Contractor shall perform the OPTIONAL work required at the unit price quoted

in the schedule in the quantities authorized. The total actual quantity authorized may be less or more than the estimated quantity. The Contractor shall allow sufficient time to perform the total estimated quantity of all OPTIONAL items in the bidding schedule.

DELIVERIES OR PERFORMANCE

1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. The Contractor will be required to (a) commence work under this job immediately upon written authorization by the Contracting Officer, (b) prosecute the work diligently, and (c) complete the entire work within seventeen (17) calendar days of delivery of the vessel. Offers to complete the work in more than seventeen (17) calendar days will be deemed non-responsive. All work must be completed prior to 22 April 2004.

2 DELIVERY AND RETURN OF THE VESSEL. The M/V BURRWOOD is currently moored at the Devil's Elbow area of the U.S. Army Corps of Engineers Calcasieu Lock wharf located at the intersection of the Intracoastal Waterway with La 384 in Calcasieu Parish. A small mobile crane may be used to access the site alongside the vessel to remove and replace the engine and gear at the present location. Additionally, the vessel may also be moved to a nearby location for crane access if required, providing it is not more than a 60 minute transit time (approximately 10 miles) for M/V BURRWOOD on one engine. Contractor shall be totally responsible for the security of M/V BURRWOOD during the time that the vessel is away from the Calcasieu Lock site. The Contractor shall identify as part of this quote the location for the engine exchange services.

3 LOCATION OF THE CONTRACTOR'S FACILITY. The Contractor's facility shall be located within 125 miles of U.S. Army Corps of Engineers Bayou Boeuf Lock, Morgan City, LA.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	22-APR-2004	1	OD-OPS GULF INTRA/CALCASIEU LK CORPS OF ENGINEERS P. O. BOX 60267 NEW ORLEANS LA 70160-0267 FOB: Destination	B2R0055

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation

“DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

__x_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (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) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

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

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

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

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

__x__ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is

completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far or www.acq.osd.mil/dp/dars/dfars.html

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far or www.acq.osd.mil/dp/dars/dfars.html

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR/DFARS provisions with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR/DFARS clauses with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)

(a) Definitions. Domestic end product, foreign end product, Free Trade Agreement country end product, qualifying country end product, and United States have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the North American Free Trade Agreement Implementation Act, will evaluate offers of qualifying country end products or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Line Item Number)

(Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

(Line Item Number)

(Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(Line Item Number)

(Country of Origin (If known))

(End of provision)

252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENT--BALANCE OF PAYMENTS PROGRAM (JAN 2004)

(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) Free Trade Agreement country means Canada, Chile, Mexico or Singapore.

(6) Free Trade Agreement country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

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

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

(9) 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.

(10) United States means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Free Trade Agreement country, or other foreign end products in the Buy American Act--Free Trade Agreements--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 or a Free Trade Agreement country end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement 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.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)