

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PRSBRF10030
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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 09/01/2010 4. ORDER NUMBER DTMA4P10030 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY DOT/Maritime Administration, DPO Acquisition 201 Mission Street, Suite 1800 San Francisco, CA 94105-1905 TEL: (415) 744-2924 ext. FAX: (415) 744-2576 ext. CODE 00094 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100.00% FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 541380 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, DPO - Suisun Bay Reserve Fleet 2595 Lake Herman Road (FOG) Benicia, CA 94510 Attn: John Colberg CODE 47094 16. ADMINISTERED BY DOT/Maritime Administration, DPO 201 Mission Street, Suite 1800 San Francisco, CA 94105 CODE 00094

17a. CONTRACTOR/OFFEROR CURTIS & TOMPKINS, LTD. 2323 5th St Berkeley, CA 94710-2407 TELEPHONE NO. (510) 204-2222 ext. CODE m FACILITY CODE 18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150; PO Box 25710 Oklahoma City, OK 73125 CODE

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 2010 - 70 - x4303 - COR - 7 - NDRF - 78 - MIS - 0000410 - 00 - 0 - - - 25404 - - 6100 - 6600 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 36,280.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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: REF. offer OFFER DATED 08/27/2010. 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) Kathryn M. Rato 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Kathryn Rato 31c. DATE SIGNED 09/01/2010

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA4P10030	Title Lab test	Page 3 of 11
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Total Funding: \$36,280.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	x4303	COR	7	NDRF	78	MIS	0000410	00	0		
Division	Closed FYs		Cancelled Fund								
25404	6100		6600								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
<i>PRSBREF10030</i>						
0001	Item #1 Analyze bilge water sample(s) for all the following constituents	(09/09/2010 to 09/10/2011)	26.00	NTE	\$305.000	\$ 7,930.00
	<p>In accordance to the attached Solicitation DTMA4Q10046 and Statement of work (SOW). The Contractor shall provide sample collection containers, sample labels, analytical lab testing, and reports for the item: 1.</p> <p>Unit is an estimate, and an overall "Not to exceed" amount. The Contractor shall bill for Quantities ordered per ea. task order emailed in by John Colberg, COTR.</p>					
	Ref Req No: PRSBRF10030					
0002	Item #2 Analyze storm water sample(s)	(09/01/2010 to 09/10/2011)	80.00	NTE	\$235.000	\$ 18,800.00
	<p>in accordance with the SOW attached. The Contractor shall provide sample collection containers, sample labels, analytical lab testing, and reports for the item:2.</p> <p>Unit is an estimate, and an overall "Not to exceed" amount. The Contractor shall bill for Quantities ordered per ea. task order emailed in by John Colberg, COTR.</p>					
	Ref Req No: PRSBRF10030					
0003	Item #3 Analyze paint waste (exfoliated, chipped, and other) samples(s)	(09/09/2010 to 09/10/2011)	50.00	NTE	\$140.000	\$ 7,000.00
	<p>in accordance with the SOW attached. The Contractor shall provide sample collection containers, sample labels, analytical lab testing, and reports for the item:3.</p> <p>Unit is an estimate, and an overall "Not to exceed" amount. The Contractor shall bill for Quantities ordered per ea. task order emailed in by John Colberg, COTR.</p>					
	Ref Req No: PRSBRF10030					
0004	Item #4 Analyze storm water sample(s)	(09/09/2010 to 09/10/2011)	20.00	NTE	\$65.000	\$ 1,300.00
	<p>in accordance with the SOW attached. The Contractor shall provide sample collection containers, sample labels, analytical lab testing, and reports for the item:4.</p> <p>Unit is an estimate, and an overall "Not to exceed" amount. The Contractor shall bill for Quantities ordered per ea. task order emailed in by John Colberg, COTR.</p>					
	Ref Req No: PRSBRF10030					
0005	Item #5 Analyze various materials (gaskets, pipe lagging, insulation, wall board, etc.)	(09/09/2010 to 09/10/2011)	10.00	NTE	\$45.000	\$ 450.00
	<p>in accordance with the SOW. The Contractor shall provide sample collection containers, sample labels, analytical lab testing, and reports for the item 4.</p> <p>Unit is an estimate, and an overall "Not to exceed" amount. The Contractor shall bill for Quantities ordered per ea. task order emailed in by John Colberg, COTR.</p>					
	Ref Req No: PRSBRF10030					

Line Item Summary	Document Number DTMA4P10030	Title Lab test	Page 4 of 11
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Total Funding: \$36,280.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	x4303	COR	7	NDRF	78	MIS	0000410	00	0		
Division	Closed FYs		Cancelled Fund								
25404	6100		6600								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0006	Item #6 Sample collection training		1.00	EA	\$800.000	\$ 800.00
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(09/01/2010 to 09/30/2010)

in accordance with the SOW.
The Contractor shall provide labor and materials

Ref Req No: PRSBRF10030

Total Cost: \$36,280.00

finance/Harris/Colberg/Curtis & Tompkins

**Contract Level
Funding Summary**

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DTMA4P10030

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2010 - 70 - x4303 - COR - 7 - NDRF - 78 - MIS - 0000410 - 00 - 0 - - - 25404 - - 6100 - 6600

\$36,280.00

Reference Requisition: PRSBRF10030

Total Funding: \$36,280.00

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COMMERCIAL CLAUSES

1 SOL. DTMA4Q10046

The Request for Quotation number is DTMA4Q 10046 and incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-39. This acquisition is a Small Business set aside for offerors' business size not to exceed \$7.mil. The NAICS is 541380. The contract type will be a firm-fixed-priced unit-price Indefinite Delivery Indefinite Quantities (IDIQ) contract. Period of Performance shall be 12 months, Sep 9/2010 –Sep 10/ 2011,. At time of award the IDIQ contract will be funded to the successful offeror's total of extended amounts, and this sum shall be considered a Not-To-Exceed ceiling for Task Orders to be issued against during the performance period through August 14, 2011. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format found in FAR 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation for proposals. A written solicitation will not be issued. The ensuing award is under the authority of FAR Subpart 12 "Acquisitions of Commercial Items". The Government proposes to solicit offers for the following services and quantities:

DESCRIPTION OF SERVICE:

Contractor will prepare and supply collection sample container(s) for the tests see below, CLIN's 1-6 describe the tests, (each event requires 5 containers to be on hand at MARAD's Suisun Bay, Reserve Fleet (SBRF) in advance of when needed and shall be replenished once send out with samples. Contractor will deliver up to five sample collection containers per Task Order call, to be delivered to upon request from the SBRF. MARAD will collect samples. Contractor will pick up sample collection containers within 24 hours (except weekends and government holidays) upon notice from the SBRF.

Location of Work: US DOT Maritime Administration, Suisun Bay Reserve Fleet (SBRF), 2595 Lake Herman Road, Benicia, CA 94510.

The contractor, a Certified California Lab, shall provide sample collection containers, sample labels, analytical lab testing, and reports for following CLIN's

For each sampling event in CLIN's 1-7, the contractor will provide SBRF a lab analysis report with an original signature of a certified lab technician qualified to analyze and interpret sample testing results. Contractor will notify the SBRF of sample test results within ten days of receipt of samples from the SBRF.

All remaining lab samples will become property of the contractor.

Contractor will provide a "chain of custody" form for samples.

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CLIN 0001: Bilge water:

Analyze bilge water sample(s) for all the following constituents;

- Arsenic (results in mg/L)
- Cadmium (results in mg/L)
- Chromium (results in mg/L)
- Copper (results in mg/L)
- Lead (results in mg/L)
- Mercury (results in mg/L)
- Nickel (results in mg/L)
- Silver (results in mg/L)
- Zinc (results in mg/L)
- Phenolic Compounds (results in mg/L)
- Polynuclear aromatic hydrocarbons (results in mg/L)
- Cyanide (results in mg/L)
- Temperature (in Fahrenheit)
- pH (reading on pH scale)
- Oil and grease (results in mg/L)
- Sulfides (results in mg/L)

Number of tests CLIN 0001 over the period of performance of the IDIQ contract: Estimated 26 each

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CLIN 0002: Storm water:

Analyze storm water sample(s) for all the following constituents;

Oil and grease (results in µg/L)

Antimony (results in µg/L), test for both total and dissolved metal

Arsenic (results in µg/L), test for both total and dissolved metal

Barium (results in µg/L), test for both total and dissolved metal

Beryllium (results in µg/L), test for both total and dissolved metal

Cadmium (results in µg/L), test for both total and dissolved metal

Chromium (results in µg/L), test for both total and dissolved metal

Cobalt (results in µg/L), test for both total and dissolved metal

Copper (results in µg/L), test for both total and dissolved metal

Lead (results in µg/L), test for both total and dissolved metal

Mercury (results in µg/L), test for both total and dissolved metal

Molybdenum (results in µg/L), test for both total and dissolved metal

Nickel (results in µg/L), test for both total and dissolved metal

Selenium (results in µg/L), test for both total and dissolved metal

Silver (results in µg/L), test for both total and dissolved metal

Thallium (results in µg/L), test for both total and dissolved metal

Vanadium (results in µg/L), test for both total and dissolved metal

Zinc (results in µg/L), test for both total and dissolved metal

Total petroleum hydrocarbons middle distillates, diesel fuel and motor oil range (results in µg/L)

Total petroleum hydrocarbons residual fuels, oil and grease range (results in µg/L)

pH (reading on pH scale)

Total suspended solids (results in µg/L)

Specific conductance (results in micromhos per centimeter)

Number of tests CLIN 2 over the period of performance of the IDIQ contract: Estimated 80 each

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CLIN 0003: Paint Waste:

Analyze paint waste (exfoliated, chipped, and other) samples(s) for all the following constituents;

Lead content using the TCLP method (results in µg/L)

Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in mg/kg)

Number of tests CLIN 0003 over the period of performance of the IDIQ contract: Estimated 50 each

CLIN 0004: PCB Storm water sample:

Analyze storm water sample(s) for the following constituent;

Polychlorinated Biphenyls, test for PCB 1016, 1221, 1232, 1242, 1248, 1254, and 1260 (results in µg/L)

Number of tests CLIN 0004 over the period of performance of the IDIQ contract: Estimated 20 each

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CLIN 0005: Various materials sample:

Analyze various materials (gaskets, pipe lagging, insulation, wall board, etc.) for;

Asbestos content using Polarized Light Microscopy method

Number of tests CLIN 0005 over the period of performance of the IDIQ contract: Estimated 10 each.

CLIN 0006: Sample collection training;

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Contractor will provide onsite training at the SBRF to fleet personnel on the proper protocol to collect and preserve samples for the above testing. Training will include proper labeling, marking, and preserving samples and completing the chain of custody form. Contractor will complete training by September 1, 2010.

General

This contract will be effective from award date thru August 14, 2011

CLAUSES: The following FAR provisions apply to this acquisition: FAR 52.212-1 Instruction to Offers Commercial Items, FAR 52.212-2 Evaluation-Commercial Items, FAR 52.212-3 Offeror Representations and Certifications and Certifications Commercial Items, all offerors are to include with their offer a completed copy of the Representations and Certifications or go on-line and complete form at <https://orca.bpn.gov>. FAR 52.212-4, Contract Terms and Conditions Commercial Item. (p) Limitation of Liability, is revised to read: **LIABILITY** a. The Contractor shall be liable for and shall at all times defend, indemnify and hold harmless the Government, its officers, enlisted personnel, agents and employees from and against any all loss, damage or injury, including property damage, personal injury and death, which may be sustained by any person or persons, whether they be employees, agents, or representatives of the parties hereto, or third persons, as a result of the Contractors performance of this contract. The Contractor shall also be liable for and shall at all times defend, indemnify and hold harmless the Government, is officers, enlisted personnel, agents and employees from and against any and all public or private environmental claims or liabilities shall include but not be limited to civil and criminal penalties, natural resource damages, response costs, cleanup and remediation, damage to Government and third party property, and any other third party liability.

b. In the event any such claim or demand is made upon the Government, its officers, enlisted personnel, agents or employees, or in the event any suit therefore is instituted, the Government shall give immediate notice of such claim or suit to the Contractor and will refrain from any payment or demand with respect to such claim or suit without first allowing the Contractor a reasonable opportunity to resolve the claim. The Contractors liability under this clause shall include reimbursement to the Government, its officers, enlisted personnel, agents and employees for any judgments, payments or litigation expenses occasioned to them in connection with claims, demands or suits of which notice has been given by the Government.

c. The Contractor releases the Government, its officers, enlisted personnel, agents and employees from any liability for any loss, damage or injury, which may be sustained by the Contractor in the performance of this contract.

d. Notwithstanding any other provisions of this clause, the Contractor shall not be liable for or required to defend, indemnify, hold harmless or release the Government, its officers, enlisted personnel, agents and employees for any judgment, payments or expenses arising out of and to the extent of the gross negligence, willful misconduct or criminal acts of the Government, its officers, enlisted personnel, agents or employees.

CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O. "Driving"--(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10). (b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to: (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

And as also prohibited by the California Code - Section 23123.5 CAL. VEH. CODE § 23123.5.

IMPORTANT NOTICE: FAR 52-232-33 (Payment by Electronic Funds transfer Central Contractor Registration, May 1999) makes mandatory the requirement for contractors to be registered in the CCR Database. CONTRACTORS MAY REGISTER ONLINE AT [HTTP://WWW.CCR.GOV/](http://www.ccr.gov). IT IS MANDATORY TO OBTAIN A DUNS NUMBER PRIOR TO REGISTERING.

CONTRACTORS SHALL CALL DUN& BRADSTREET (1-800-333-0505) TO OBTAIN. AWARD CANNOT BE MADE UNLESS REGISTERED

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FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB1998)

FAR 52.216-18 ORDERING. (OCT 1995)

Such orders may be issued from: 15 Aug 2010 through August 14, 2011.

FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

Minimum order. (a) less than \$700.00,

(b) Maximum order. The Contractor is not obligated to honor--

(1) in excess of 50 samples

(2) in excess of 100 tests

(3) 10 calendar days

(d) within 10 days

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) 30 Sep 2011.

TASK ORDER (TO)

When a TO is required, the Contracting Officer Representative (COTR) will request a pick up and indicate the quantity, via email or phone call (this shall be arranged at time of performance with the successful offeror). The pickup shall be in the parking lot at MARAD Suisun Bay Reserve Fleet, 2595 Lake Herman Road, Benicia CA and the contractor shall pick up within 24 hours of the email request. The COTR 's email request shall also copy the Contracting Officer. The Contractor shall respond to the request by email within 14 hours. All TOs are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TOs.

TASK ORDER ADMINISTRATION

Correspondence for the Task Orders should be directed to the following address, John.Colberg@dot.gov and kathryn.rato@dot.gov.

FAR 52.212-5 is applicable to this acquisition; The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78). Also clause 52.212-5 para. (e) is addenda with the following : (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause- A) N/A, B) N/A, C) N/A, D) 52.222-26 Equal Opportunity (Mar 2007) (E.O. 11246). E) N/A, F)52.222-36, Affirmative Action for Workers with Disabilities (June 1998), G) NA, H) 52.222-50 Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). I) N/A , J) N/A, K) N/A, L)N/A, M) N/A,. Finally, the following clauses are applicable under FAR 52.212-5: FAR 52.203-06 Restrictions on Subcontractor Sales to the Government (Sept 2006) with Alt I (Oct 1995) (41U.S.C. 253g and 10 U.S.C. 2402),FAR 52.219-06 Notice of Total Small Business Set-Aside (June 2003)(15 U.S.C. 644); FAR 52.222-03 Convict Labor; FAR 52.222-21 Prohibition of Segregated Facilities; FAR 52.222-26, Equal Opportunity; FAR 52.222-36 Affirmative Action for Workers with Disabilities, FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans, FAR 52.233-4 Applicable Law for Breach of Contract Claim; FAR 52.225-13 Restriction on Certain Foreign Purchases (Mar 2005), FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332); The full text of any clauses reference above are available from the Contracting Officer or may be accessed electronically at: <http://www.arnet.gov/far>.