

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A4	PAGE OF PAGES 1 30
2. CONTRACT NO. W911RQ-04-D-0005	3. SOLICITATION NO. W911RQ-04-R-0009	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Dec 2003	6. REQUISITION/PURCHASE NO. SEE SCHEDULE	
7. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000		CODE W911RQ	8. ADDRESS OFFER TO (If other than Item 7) RED RIVER ARMY DEPOT CONTRACTING DIRECTORATE 100 MAIN DRIVE BLDG 431 TEXARKANA TX 75507-5000		CODE W911RQ
TEL: FAX:		TEL: 903-334-4150 FAX: 903-334-2265			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 431 North until 04:00 PM local time 25 Feb 2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME WILLIAM L. HORTON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 903-334-2542	C. E-MAIL ADDRESS wlhorton@redriver-ex.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	Net 30 Days
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR B & C CORPORATION KATHY BERENYI 366 E FAIRVIEW P O BOX 110 BARBERTON OH 44203	CODE 8Z780	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) KATHY BERENYI / SALES REP
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15B. TELEPHONE NO (Include area code) 330-848-3714	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$2,494,000.00	21. ACCOUNTING AND APPROPRIATION See Schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CHARLIE D. HARRIS, JR PHONE: 903-334-2218 FAX: 903-334-4141 CDHARRIS@REDRIVER-EX.ARMY.MIL TEXARKANA TX 75507-5000	CODE W911RQ	25. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300	CODE HQ0303
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26. NAME OF CONTRACTING OFFICER (Type or print) CHARLIE D. HARRIS, JR. TEL: 903-334-2218 EMAIL: cdharris@redriver-ex.army.mil	27. UNITED STATES OF AMERICA <i>Charlie D. Harris</i> (Signature of Contracting Officer)	28. AWARD DATE 19-May-2004
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ROADWHEEL WEARPLATE ASSEMBLY FFP Includes subclins 0002AA Wearplate, 0002AB Flat Washer, 0002AC Self Locking nuts. This Clin is not priced. Subclins are priced. Items listed in subclins will be ordered by each, not in sets.				
	Receiving Report				
	Authorized personnel of the Directorate of Operations, BLDG #321, Attn: June Mills, Ext: 2226, will be responsible for insuring that the completed receiving report plus any packing slips are forwarded to the Contract Administrator, Charlie Harris Jr, within 48 hours of the receipt of the material.				
				NET AMT	\$0.00
	ACRN AA Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	WEARPLATE FFP In accordance with Drawing 12274490, Revision K, Drawing 12324547 Revision C, Drawing 12324549, Revision C, and Quality Assurance Requirement 12274490, Revision J (see Section J). NOTE: See contract note 11 in Section C for information on stock number. NSN: 534000X020603 MILSTRIP: A5R00032973002 PURCHASE REQUEST NUMBER: A5R000-3297-3002	50,000	Each	\$47.00	\$2,350,000.00
				NET AMT	\$2,350,000.00
	ACRN AA Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		600,000	Each	\$0.11	\$66,000.00

SELF-LOCKING NUT
FFP

In accordance with Drawing 8712289-13, Revision L (see Section J). Materiel shall conform to MIL-P-53030, DOD STD 100C. NOTE: See contract note 11 in Section C for information concerning stock number.

NSN: 531000X020605

MILSTRIP: A5R00032973003

PURCHASE REQUEST NUMBER: A5R000-3297-3003

NET AMT	\$66,000.00
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ACRN AA Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		600,000	Each	\$0.13	\$78,000.00

FLAT WASHER
FFP

In accordance with Drawing 10910174 Revision AU and Quality Assurance Provision 10910174 (see Section J). Materiel shall conform to MIL-P-53030, DOD STD 100C. See contract note 11 in Section C for information on stock number.

NSN: 531000x020604

MILSTRIP: A5R00032973004

PURCHASE REQUEST NUMBER: A5R000-3297-3004

NET AMT	\$78,000.00
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ACRN AA Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	ROADWHEEL WEARPLATE ASSEMBLY FFP Includes subclins 0002AA Wearplate, 0002AB Flat Washer, 0002AC Self Locking nuts. This Clin is not priced. Subclins are priced. Items listed in subclins will be ordered by each, not in sets.				
NET AMT					\$0.00
ACRN AA Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	WEARPLATE FFP In accordance with Drawing 12274490, Revision K, Drawing 12324547 Revision C, Drawing 12324549, Revision C, and Quality Assurance Requirement 12274490, Revision J (see Section J). NOTE: See contract note 11 in Section C for information on stock number. NSN: 534000X020603 MILSTRIP: A5R00032973002 PURCHASE REQUEST NUMBER: A5R000-3297-3002	60,000	Each	\$47.00	\$2,820,000.00
NET AMT					\$2,820,000.00
ACRN AA Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB		600,000	Each	\$0.11	\$66,000.00

OPTION

SELF-LOCKING NUT
FFP

In accordance with Drawing 8712289-13, Revision L (see Section J). Materiel shall conform to MIL-P-53030, DOD STD 100C. NOTE: See contract note 11 in Section C for information concerning stock number.

NSN: 531000X020605

MILSTRIP: A5R00032973003

PURCHASE REQUEST NUMBER: A5R000-3297-3003

NET AMT

\$66,000.00

ACRN AA Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		600,000	Each	\$0.13	\$78,000.00

OPTION

FLAT WASHER
FFP

In accordance with Drawing 10910174 Revision AU and Quality Assurance Provision 10910174 (see Section J). Materiel shall conform to MIL-P-53030, DOD STD 100C. See contract note 11 in Section C for information on stock number.

NSN: 531000x020604

MILSTRIP: A5R00032973004

PURCHASE REQUEST NUMBER: A5R000-3297-3004

NET AMT

\$78,000.00

ACRN AA Funded Amount

\$0.00

FOB: Destination

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY REFERENCE

52.000-4054 Additional Special Contract Requirements

AUG 1999

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.247-4000 PACKING AND MARKING

Material shall be packed, packaged, and marked as follows:

- () Non Specification Item
 - (a) Material to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source to destination. Package and pack shall conform to the applicable carrier rules, regulations, and tariffs and may be the industry standard commercial practice.
 - (b) All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability.
 - (i) Federal Stock Number and/or Manufacturer's Part Number.
 - (ii) Noun nomenclature.
 - (iii) Quantity and unit of issue.
 - (iv) Contract:
 - (v) Requisition:
 - (vi) Mark for Bldg:
 - (vii) Ship To:
 - (c) Exterior shipping containers shall contain a packing list or other documentation setting forth contents.
- () Specification Item
 - (a) _____
 - (b) All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability.
 - (i) Federal Stock Number and/or Manufacturer's Part Number.
 - (ii) Noun nomenclature.
 - (iii) Quantity and unit of issue.
 - (iv) Contract:
 - (v) Requisition:
 - (vi) Mark for Bldg:
 - (vii) Ship To:
 - (c) Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
(Sep 2001) (TACOM)

All non-manufactured coniferous wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) [so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes (56/30)] material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. All non-manufactured, non-coniferous wood shall be marked "NC." When a mixture of coniferous and non-coniferous wood packing is used in a box or pallet the complete assembly shall be heat treated.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1002AA	Destination	Government	Destination	Government
1002AB	Destination	Government	Destination	Government
1002AC	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in

accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE III (APR 1984)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

WITHIN 45 DAYS of the issuance of a delivery order. The limits of FAR Clause 52.216-19, Order Limitations apply.

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

The Contractor stated NONE- Desired delivery schedule applies. Desired delivery schedule is in effect.

REQUIRED DELIVERY SCHEDULE

WITHIN 90 DAYS of the issuance of a delivery order. The limits of FAR Clause 52.216-19, Order Limitations apply.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each line item separately.

(End of clause)

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 3:30 PM, Monday through Thursday (excluding Federal holidays). Telephone (903) 334-2226.

F1. ACCELERATED DELIVRY

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained form the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

(END OF CLAUSE)

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: Funds will be cited on each delivery order issued
AMOUNT: \$0.00

CLAUSES INCORPORATED BY FULL TEXT

52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

52.232-4059 CONTRACTOR INVOICE

Payment shall be made to the address on the award document if the address on the award document and the invoice are the same; otherwise, payment shall be made to the address stipulated as "Remit To:" authorized by the contractor either on the purchase order or invoice.

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: Charlie Harris
TELEPHONE: (903) 334-2218

E-MAIL: cdharris@redriver-ex.army.mil

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie Harris

ADDRESS: Red River Army Depot
100 Main Drive
ATTN: AMSTA-RR-P
Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2218
(903)334-2628 (fax)

E-MAIL: cdharris@redriver-ex.army.mil

G1. REMITTANCE ADDRESS

Address to which payment should be mailed if such address is different from address shown in Block 15A of SF33:

(Company Name)

(Street/Post Office Box)

(City/State/Zip Code)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Not Applicable

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) Alternate I	JUN 2003
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-15	Santioned European Union Country End Products	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7003	Changes	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7016 Alt I	Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) Alternate I	APR 2003
252.225-7021	Trade Agreements	AUG 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9002 REGISTERED

Red River Army Depot, an ISO 9002 registered industrial complex, is committed to quality.

52.00-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Economic Price Adjustment – *Steel*

(a) The Contractor shall notify the Contracting Officer of any increases or decreases in the price of *steel*, as identified in Attachment 1, used to manufacture **M1A1 Blank Road wheel, Wearplate, and bolts**. The Contractor shall furnish this notice no later than 10 days after the final delivery under the relevant delivery order. The parties may agree to an additional period, but not later than the date of final payment under this contract. The notice shall be in the form required by the Contracting Officer and shall include the Contractor's request for an adjustment in the contract unit price; supporting data explaining the cause, effective date, and amount of the increase or decrease; and the amount of the Contractor's requested adjustment. The supporting data shall include copies of purchase orders or invoices showing the actual unit cost and total quantity of the applicable *steel* material that the B& C procured to produce the **M1A1 Blank Road wheel, Wearplate, and bolts**.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer shall calculate the amount of the adjustment in accordance with the formula set forth below in paragraph (d). In the event that an adjustment is deemed appropriate during the fourth quarter of any given Government fiscal year, the adjustment will be made, without interest, in the first quarter of the following Government fiscal year. After the Contracting Officer calculates the amount of the adjustment, the Contracting Officer will modify the contract to reflect the price adjustment for the relevant delivery order. The Contractor shall continue performing pending determination of any adjustment.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the price of *steel* defined in paragraph (a) above. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in unit prices/costs other than those shown in Attachment 1;

(iii) Changes in the quantities of material used from those shown in Attachment 1 for each item; or

(iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit.

(2) There shall be no contract adjustment for any change in the price of *steel*, which would not result in a net change of at least 2 percent of the total price for the end items associated with the relevant delivery order. The 2 percent limitation applies to the figure remaining after all calculations have been made in accordance with paragraph (d) below. Net change is defined as the aggregate of any increases or decreases in the price of the end item(s).

(3) The aggregate of the increases in any contract unit price made under this clause shall not exceed 25 percent of the original unit price, per delivery order. The 25 percent limitation applies to the figure remaining after all calculations have been made in accordance with paragraph (d) below. There is no percentage limitation on the amount of decreases that may be made under this clause.

(4) The amount of the contract adjustment associated with each delivery order will be reduced by 10 percent. This reduction represents an amount the parties agree reflects a reasonable amount associated with price changes on the Contractor's (or subcontractor's) scrap steel yield. The amount of the reduction (10 percent) is fixed and will not change, regardless of actual increases or decreases in the value of scrap *steel*.

(d) EPA Formula - Contract adjustments will be based on the difference between the *steel* price, per pound, included in the contractor's end-item price at the time of award (based on information provided in Attachment 1) versus the purchase order price for *steel*, per pound, used to produce the end items in the relevant delivery order, times the steel quantity per end item, times the number of units delivered per that delivery order, minus the 10% reduction. If the net change is at least plus or minus 2% of the value of the end item price at the time of award, the contract will be adjusted.

(e) For purposes of clarification, an example of the contract adjustment discussed above in paragraph (d) is provided. Assume deliveries of 10,000 units in the delivery order, production requires 100 pounds of *steel* per unit, and an end item price of \$150 per unit. In the original contract price the contractor included a steel price of \$1.00 per pound, and the price of *steel* used to produce the units is \$1.15 per pound. The contract price adjustment for the end item(s) delivered under the relevant delivery order would be calculated as follows:

[Actual price of steel used for delivery order - price of steel within original contract price] x quantity of steel per end item x number of units delivered] – 10% = net change.

[[\$1.15 - \$1.00] x 100 pounds/unit x 10,000 units] – 10% = \$135,000

\$135,000 represents the net change associated with the relevant delivery order. Since the increase is more than 2% of the end item price (\$1.5M) it satisfies the limitation imposed by paragraph (c) (2) and since it is less than 25% of the original unit price, it satisfies the limitation imposed by paragraph (c)(3). Therefore, the contract would be adjusted for that particular delivery order by increasing the contract by \$135,000.

(f) The Contracting Officer may examine the Contractor's (or subcontractor's) books, records, and other supporting data relevant to the cost of material associated with this clause during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(g) If the contractor (or subcontractor) procures the *steel* defined in paragraph (a) via purchases made in a currency other than U.S. dollars, all the *steel* prices and calculations referenced in this clause and Attachment 1 shall be shown in that currency, and the following additional provisions in this paragraph apply. The total net change

explained in paragraph (d) above (and exemplified in paragraph (e) above) would be first calculated in terms of that applicable currency. The contractor shall then convert that net change into a U.S. dollar amount by using the noon buying rate in New York, for cable transfers payable in the applicable foreign currency. The resource for determining this foreign exchange rate shall be the foreign exchange rates certified by the Federal Reserve Bank of New York, for customs purposes. As of release of this solicitation, these rates can be found at www.federalreserve.gov/releases/h10/update/. For this conversion calculation, the contractor shall use the foreign exchange rate for the first business day in the last month of end-item deliveries covered by the particular delivery order. The net change amount, in U.S. dollars, shall be the amount subject to the limitations in paragraphs (c) and (d) of this clause.

(End of Clause)

Attachment 1

Steel Quantity & Cost Information:

x.x.

Solicitation Number:

W911RQ-04-R-0009

 End Item/Configuration:

M1A1 Blank Road Wearplates

Contract Ordering Year	Type of Steel *	(1) Quantity of this steel, per wearplate **	(2) Cost per pound or kg of this steel, included in offer ***	(1) x (2) Extended material cost of this item, per end item, included in offer
1	4140	55.5703	0.045	\$ 2.50 - ea
2	4140	55.5703	0.045	\$ 2.50 - ea
3				\$ -
4				\$ -
5				\$ -

Solicitation Number:

W911RQ-04-R-0009

 End Item/Configuration:

M1A1 Blank Road bolts

Contract Ordering Year	Type of Steel *	(1) Quantity of this steel, per bolts **	(2) Cost per pound or kg of this steel, included in offer ***	(1) x (2) Extended material cost of this item, per end item, included in offer
1	8640	1.272 lbs	0.055	\$.07 - ea
2	8640	1.272 lbs	0.055	\$.07 - ea
3				\$ -
4				\$ -
5				\$ -

* Identify name/type of *steel*, also including alloy# or other identifier if applicable.

** Identify this weight in pounds, or kilograms, etc.

*** Attach copy of the data used to support this estimated cost. Also include copies of supplier quotes or recent purchase orders, or market prices, if available.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Robert McDonald, director of Contracting, Red River Army Depot and shall not be binding until so approved.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors 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.

(End of clause)

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Charlie Harris Jr.

(Address) [Red River Army Depot, Texarkana TX 75507](#)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the

Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through 12 months from date of award or 12 months from date Option year is exercised by modification to the contract.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1000 of line item 0002AA or 8000 of line item 0002AB or 8000 of line item 0002AC in the base year or 1000 of line item 1002AA or 8000 of line item 1002AB or 8000 of line item 1002AC in the option year**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **the entire contract amount plus 50% option to increase quantity. The maximum monthly delivery quantity will be 4,000 of line item 0002AA or 32,000 of line item 0002AB or 32,000 of line item 0002AC in the base year or 4,000 of line item 1002AA or 32,000 of line item 1002AB or 32,000 of line item 1002AC in option year;**

(2) Any order for a combination of items in excess of **the entire contract amount plus 50% option to increase quantity. The maximum monthly delivery quantity will be 4,000 of line item 0002AA; 32,000 of line item 0002AB; and 32,000 of line item 0002AC in the base year or 4,000 of line item 1002AA; 32,000 of line item 1002AB; and 32,000 of line item 1002AC in the option year; or**

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 15 months after expiration date of contract.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule up to 50% at the unit price

specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days of contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty four months.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfar>

<http://farsite.hill.af.mil/VFAFARa.HTM>

(End of clause)

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 [Defense Far Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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

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

(2) Domestic end product means--

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

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

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

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

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

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

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

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

(7) Qualifying country end product means--

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

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

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

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

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

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

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

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

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

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

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility,

unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE	REVISION
Attachment 1	Drawing 12324556	3	Feb. 1, 1991	C
Attachment 2	QAR 12324556	3	Aug. 20, 1985	-
Attachment 3	Drawing 12274490	1	Dec. 19, 1990	K
Attachment 4	QAR 12274490	5	Dec. 11, 1990	J
Attachment 5	Drawing 12324547	1	Jun. 25, 1992	D
Attachment 6	Drawing 12324549	1	Jun. 25, 1992	C
Attachment 7	Drawing 8712289	1	Nov. 14, 1988	L
Attachment 8	Drawing 10910174	1	Feb. 28, 2001	AV
Attachment 9	QAP 10910174	2	Nov. 14, 2000	P