

|   |                                    |   |  |   |   |  |                              |                                   |
|---|------------------------------------|---|--|---|---|--|------------------------------|-----------------------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30  |                                    |   |  | 1. REQUISITION NUMBER<br>W45G1873471346   |   | PAGE 1 OF 12   |                              |                                   |
| 2. CONTRACT NO.<br>GS-03F-0083T   |                                    | 3. AWARD/EFFECTIVE DATE<br>24-Jan-2008  |  | 4. ORDER NUMBER<br>W911RQ-08-F-0017   |   | 5. SOLICITATION NUMBER   |                              |                                   |
| 7. FOR SOLICITATION INFORMATION CALL:   |                                    | a. NAME   |  |   |   | b. TELEPHONE NUMBER (No Collect Calls)   | 8. OFFER DUE DATE/LOCAL TIME |                                   |
| 9. ISSUED BY<br>RED RIVER ARMY DEPOT<br>DIRECTORATE FOR CONTRACTING<br>100 MAIN DRIVE BUILDING 431<br>TEXARKANA TX 75507-5000<br><br>TEL:<br>FAX:   |                                    | CODE<br>W911RQ  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE: % FOR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br><br>NAICS: 336112<br>SIZE STANDARD: 1,000 |   |   | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br><br>13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><br>13b. RATING |                              | 12. DISCOUNT TERMS<br>NET 30 DAYS |
| 15. DELIVER TO<br>RED RIVER ARMY DEPOT<br>XR CONSOL PROP OFF<br>DDRT BLDG 499<br>10TH STREET AND K AVENUE<br>TEXARKANA TX 75507-5000  |                                    | CODE<br>W45G18  | 16. ADMINISTERED BY<br>DEBBI JONES<br>PHONE: 903-334-2513<br>FAX: 903-334-2628/2541<br>DEBBI.JONES@US.ARMY.MIL<br>TEXARKANA TX 75507-5000  |   |   |  | CODE<br>W911RQ               |                                   |
| 17a. CONTRACTOR/OFFEROR<br><br>KAWASAKI CITY<br>ADRIAN SIFUENTES<br>1516 W IRVING BLVD<br>IRVING TX 75061-7225<br><br>TEL. 972-438-9425   |                                    | CODE<br>3BQK8   | 18a. PAYMENT WILL BE MADE BY<br><br>DFAS - ROCK ISLAND OPERATING LOCATION<br>ATTN: DFAS-RI-FPV BLDG 68<br>ROCK ISLAND IL 61299-8300  |   |   |  | CODE<br>HQ0303               |                                   |
| <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                   |                                   |
| <b>SEE SCHEDULE</b>   |                                    |   |  |   |   |  |                              |                                   |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><br><b>See Schedule</b>  |                                    |   |  |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br><br><b>\$45,321.96</b>   |  |                              |                                   |
| <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 <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |                                    |   |  |   | 29. AWARD OF CONTRACT: REFERENCE RFQ260177 BID<br><input checked="" type="checkbox"/> OFFER DATED <u>23-Jan-2008</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE |  |                              |                                   |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |                                    |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |   | 31c. DATE SIGNED   |                              |                                   |
|   |                                    |   |  |   |   | 24-Jan-2008  |                              |                                   |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)  |                                    | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br><br>CHARLIE D. HARRIS, JR. / CONTRACTING OFFICER<br><br>TEL: 903-334-2218 EMAIL: charlie.d.harris@us.army.mil |   |  |                              |                                   |

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

| 19. ITEM NO.               | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------------------------|------------------------------------|--------------|----------|----------------|------------|
| <p><b>SEE SCHEDULE</b></p> |                                    |              |          |                |            |

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

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

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

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

## Section SF 1449 - CONTINUATION SHEET

| ITEM NO                 | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE  | AMOUNT      |
|-------------------------|--|----------|------|-------------|-------------|
| 0001                    | VEHICLE, 4 X 4 UTILITY, DIESEL,<br>KAWASAKI MODEL 3010, P/N KAF950D8F.<br>FOB: Destination<br>NSN: 1N651KAF950B7F<br>MILSTRIP: W45G1873471346<br>PURCHASE REQUEST NUMBER: W45G1873471346 | 4        | Each | \$11,330.49 | \$45,321.96 |
| NET AMT                 |  |          |      |             | \$45,321.96 |
| ACRN AA                 |  |          |      |             | \$45,321.96 |
| CIN: W45G18734713460001 |  |          |      |             |             |

**3 MULES, GREEN –****DON MOORE, CUSTOMER, 2 EACH, PCN: Z949F9; COST CENTER: 5U000****TIM PERKINS, CUSTOMER, 1 EACH, PCN: Z949F9; COST CENTER: 5H000****1 MULE, RED – ARVIL WILLIAMS, 1 EACH, PCN: Z949F9; COST CENTER 5HB50**

## Minimum requirements/specifications:

4X4 Diesel Utility Vehicle, Headlights, horn, fuel gauge, hour meter, Reverse alert warning signal,  
 Top speed: 25 mph,  
 Brakes: Four-wheel hydraulic drums, sealed,  
 Rack and pinion steering,  
 Tires: 23 x 11-10 tubeless,  
 Load Cap: 1632 lbs, Cargo bed Capacity: 1100 lbs,  
 Turning Radius: 11.2 feet,  
 Length: 112.6 inches, Height: 76 inches, Width: 57.5 inches, Wheelbase: 73.6 inches, Ground clearance:  
 6.9 inches,  
 Cargo bed: 46.3"L x 51.6"W x 11.3"H,  
 Engine: 4-stroke, liquid-cooled, 3-cylinder overhead valve diesel,  
 Transmission: Variable with high and low range, forward, neutral and reverse,  
 Seats: Bench style,  
 Steel cargo bed,  
 Selectable four wheel drive,  
 Two lever latches for opening and closing the tailgate,  
 Meets roll over protective structure requirements.  
 Color: Green

## Accessories/Additional Options:

4X4 Diesel Utility Vehicle  
 Heavy Load Spring Front  
 Floor Mat  
 Turn Signal Kit  
 Cab Steel  
 Windshield Wiper Kit  
 Windshield Washer Kit  
 Fan, Defrost  
 Mirrors, Cab Exterior  
 Cab Doors, Steel  
 Cab Heater  
 Battery, Heavy Duty Diesel 110amp

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |

#### DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS  | UIC    |
|------|---------------|----------|--|--------|
| 0001 | 10-MAR-2008   | 4        | RED RIVER ARMY DEPOT<br>XR CONSOL PROP OFF<br>DDRT BLDG 499<br>10TH STREET AND K AVENUE<br>TEXARKANA TX 75507-5000<br>FOB: Destination | W45G18 |

#### ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D            31EA5U0000W45G1873471346Z949F9041117  
AMOUNT: \$45,321.96  
CIN W45G18734713460001: \$45,321.96

#### CLAUSES INCORPORATED BY FULL TEXT

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

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

##### 52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot  
Texarkana, Texas

##### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_\\_types.html](http://www.acq.osd.mil/dpap/UID/uid__types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

|          |                       |
|----------|-----------------------|
| item No. | Item description:     |
| 0001     | 4 X 4 UTILITY VEHICLE |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) XX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
  - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
  - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
  - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

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

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
  - (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
  - (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
  - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
  - (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
    - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
    - (ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.
  - (4) Another electronic form authorized by the Contracting Officer.
- (c) The Contractor may submit a payment request in non-electronic form only when--
- (1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)