

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 19				
2. CONTRACT NO. W911RQ-08-P-0039		3. AWARD/EFFECTIVE DATE 17-Dec-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-08-T-0023		6. SOLICITATION ISSUE DATE 06-Dec-2007		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PETE PETERSON				b. TELEPHONE NUMBER (No Collect Calls) 903-334-2206		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 12 Dec 2007		
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:			CODE W911RQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 331111 SIZE STANDARD: 1000			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO RED RIVER ARMY DEPOT JIMMY SCARBROUGH M/F BLDG 377 100 MAIN DRIVE TEXARKANA TX 75507-5000			CODE W911RQ	16. ADMINISTERED BY PETE PETERSON PHONE: 903-334-2206 FAX: 903-334-4141 PETE.PETERSON4@US.ARMY.MIL TEXARKANA TX 75507-5000				CODE W911RQ		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>
17a. CONTRACTOR/OFFEROR STAR INTERNATIONAL INC DEBBIE JONES 208 SOUTH KINGS HIGHWAY TEXARKANA TX 75501-1898 TEL. 903-832-5044			CODE 06RQ2	18a. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300				CODE HQ0303		13b. RATING DO-A4
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,264.10			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" 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. REF: Quote Debbie					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							17-Dec-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedy1@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>SEE SCHEDULE</p>					

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0024	Steel Flat Bar FFP 1/4" X 3 1/2" X .250" X 20', 2.978 LBS/FT, M1020, Hot Rolled FOB: Destination MILSTRIP: A3B60073180030 PURCHASE REQUEST NUMBER: A3B60073180030	20	Foot	\$1.32	\$26.40	
					NET AMT	\$26.40
ACRN AA CIN: A3B600731800300001					\$26.40	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0027	Drawbar Eyes FFP Minimum Requirements: Drawbar Eyes, Stud Mount Swivel, Eye ID 2 1/2", Eye Ring Thickness 1 1/2", Trailer Capacity 15,000 Lbs., Vertical Capacity 3,000 Lbs., Includes Nut, Cotter Pin & Washer, McMaster Carr Catalog# 12675T85 or equal FOB: Destination MILSTRIP: A3B60073180014 PURCHASE REQUEST NUMBER: A3B60073180014	10	Each	\$46.75	\$467.50	
					NET AMT	\$467.50
ACRN AB CIN: A3B600731800140001					\$467.50	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		20	Each	\$59.00	\$1,180.00

Pin Quick Release T-Handle
FFP

Minimum Requirements: 1" Diameter, 2 1/2" Useable Length, with Lanyard, Black Aluminum Handle, Anodized Aluminum Button, Stainless Steel Shank Minimum Rockwell Hardness C40, Two Locking Stainless Steel Balls Minimum Rockwell Hardness C58.

McMaster Carr Catalog# 93750A110 or equal

FOB: Destination

MILSTRIP: A3B60073180025

PURCHASE REQUEST NUMBER: A3B60073180025

				NET AMT	\$1,180.00
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					\$1,180.00
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ACRN AD
CIN: A3B600731800250001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		100	Each	\$0.57	\$57.00

Bolt
FFP

Machine, Hexagonal, 3/4"-10 UNC X 1 1/2" Long, Steel, Plain Finish

FOB: Destination

MILSTRIP: A3B60073180026

PURCHASE REQUEST NUMBER: A3B60073180026

				NET AMT	\$57.00
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					\$57.00
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ACRN AE
CIN: A3B600731800260001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		20	Each	\$21.80	\$436.00

Screw Mount Lifting Ring
FFP

Minimum Requirements: Forged Alloy Steel, Black Oxide Finish, Pivots 180
Degrees, 1/2"-13 Thread Size, 5,000 LB Working Load Limit, Mounting Screws
Included.

McMaster Carr Catalog# 29505T23 or equal

FOB: Destination

MILSTRIP: A3B60073180027

PURCHASE REQUEST NUMBER: A3B60073180027

NET AMT	\$436.00
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ACRN AF	\$436.00
CIN: A3B600731800270001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		88	Each	\$0.05	\$4.40

Screw Machine

FFP

Hex Head, Slot Drive, 1/4"-20UNC-2A, 0.72-3/4" Long, 0.62-3/4" Thread Length

FOB: Destination

MILSTRIP: A3B60073180037

PURCHASE REQUEST NUMBER: A3B60073180037

NET AMT	\$4.40
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ACRN AG	\$4.40
CIN: A3B600731800370001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Screw Mount Lifting Ring FFP Minimum Requirements: Forged Alloy Steel, Black Oxide Finish, Pivots 180 Degrees, 1/2"-13 Thread Size, 5,000 LB Working Load Limit, Mounting Screws Included. McMaster Carr Catalog# 29505T23 or equal FOB: Destination MILSTRIP: A3B60073180038 PURCHASE REQUEST NUMBER: A3B60073180038	96	Each	\$21.80	\$2,092.80
NET AMT					\$2,092.80
ACRN AH CIN: A3B600731800380001					\$2,092.80

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0024	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government

Receiving Report

Authorized personnel of the Directorate of Public Works, Bldg. #377, Attn: Anthony Hansley or Jimmy Scarbrough, Ext: 3273 or 3662, will be responsible for insuring that the completed receiving report plus any packing slips or invoices are forwarded to DFAS with a copy furnished to the Contract Administrator, Pete Peterson, within 48 hours of the receipt of the material.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0024	02-JAN-2008	20	RED RIVER ARMY DEPOT JIMMY SCARBROUGH M/F BLDG 377 100 MAIN DRIVE TEXARKANA TX 75507-5000 903-334-3662 FOB: Destination	W911RQ
0027	02-JAN-2008	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0029	02-JAN-2008	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0030	02-JAN-2008	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0031	02-JAN-2008	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0032	02-JAN-2008	88	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0033	02-JAN-2008	96	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D 31EA3B6000A3B600731800305R33DC041117
AMOUNT: \$26.40
CIN A3B600731800300001: \$26.40

AB: 97X4930AAPP6D 31EA3B6000A3B600731800145R33AP041117
AMOUNT: \$467.50
CIN A3B600731800140001: \$467.50

AD: 97X4930AAPP6D 31EA3B6000A3B600731800255R33CU041117
AMOUNT: \$1,180.00
CIN A3B600731800250001: \$1,180.00

AE: 97X4930AAPP6D 31EA3B6000A3B600731800265R33CU041117
AMOUNT: \$57.00
CIN A3B600731800260001: \$57.00

AF: 97X4930AAPP6D 31EA3B6000A3B600731800275R33CU041117
AMOUNT: \$436.00
CIN A3B600731800270001: \$436.00

AG: 97X4930AAPP6D 31EA3B6000A3B600731800375R33DC041117

AMOUNT: \$4.40
CIN A3B600731800370001: \$4.40

AH: 97X4930AAPP6D 31EA3B6000A3B600731800385R33DC041117
AMOUNT: \$2,092.80
CIN A3B600731800380001: \$2,092.80

CLAUSES INCORPORATED BY REFERENCE

52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED
Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.00-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

225.872 Contracting with qualifying country sources.

225.872-1 General.

(a) As a result of memoranda of understanding and other international agreements, DoD has determined it inconsistent with the public interest to apply restrictions of the Buy American Act or the Balance of Payments Program to the acquisition of qualifying country end products from the following qualifying countries:

Australia

Belgium

Canada

Denmark

Egypt

Federal Republic of Germany

France

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland

(b) Individual acquisitions of qualifying country end products from the following qualifying countries may, on a purchase-by-purchase basis (see [225.872-4](#)), be exempted from application of the Buy American Act and the Balance of Payments Program as inconsistent with the public interest:

Austria

Finland

(c) The determination in paragraph (a) of this subsection does not limit the authority of the Secretary concerned to restrict acquisitions to domestic sources or reject an otherwise acceptable offer from a qualifying country source when considered necessary for national defense reasons.

52.000-4953 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SUPPLIES (Aug 2007)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", Red River Army Depot uses Wide Area WorkFlow — Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>. If you are new to WAWF, please visit our website at <https://redriver.army.mil>. Click on the Procurement button on the left. At the New Information for Vendors line, click on Access Information about Wide Area Workflow (WAWF). This will take you to the WAWF Getting Started Guide for Vendors. Print this guide for step by step instructions.

IMPORTANT INFORMATION:

PLEASE SUBMIT YOUR INVOICE/RECEIVING REPORT IN WAWF WHEN YOU SHIP YOUR ITEMS. WE HAVE NOTHING TO RECEIVE YOUR SHIPMENT AGAINST IF THE INFORMATION HAS NOT BEEN SUBMITTED IN WAWF WHEN YOUR DELIVERY ARRIVES.

INCLUDE THE PURCHASE REQUEST NUMBER IN THE LINE ITEM DESCRIPTION. YOU WILL FIND IT UNDER THE LINE ITEM DESCRIPTION ON THIS ORDER.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

*Required Fields in WAWF

[X] Invoice and Receiving Report (Combo)

[X] Contractor CAGE Code*

[X] Pay D0DAAC*: HQ0303

[X] Issue DoDAAC: W911RQ

[X] Admin D0DAAC*: W911RQ

[X] Inspect by D0DAAC*: W911RQ

[X] Contracting Officer*: W911RQ

[X] Ship To Code*: W45G18

Contractor: WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". There are currently no additional e-mail submissions required.

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire about status of your payment.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS), Rock Island at 1-888-332-7742. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Rock Island, contact your contract administrator for the customer service phone/fax numbers.

(End of Statement)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

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

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

___ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- (ii) Alternate I (AUG 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- (26) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (27)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (28) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(29) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

(30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(32) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(33) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(34) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(35) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

(37) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2007) (DEVIATION)

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

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

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

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.).

All of the above invoice information should be submitted in electronic format in accordance with DFAR 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007).

Red River Army Depot Payment Office is:

DFAS - Rock Island Operating Location
ATTN: DFAS-RI-FPV Bldg 68
Rock Island, IL 61299-8300

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

52.247-4049 PACKAGING & MARKING

Material is 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. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

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) 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) X 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)

F1. ACCELERATED DELIVERY

The Government desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government.

(END OF CLAUSE)