

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45G1872531049		PAGE 1 OF 19				
2. CONTRACT NO. W911RQ-08-P-0047		3. AWARD/EFFECTIVE DATE 10-Jan-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-07-T-0159		6. SOLICITATION ISSUE DATE 17-Sep-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 19 Sep 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: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000			CODE W45G18	16. ADMINISTERED BY PETE PETERSON PHONE: 903-334-2206 FAX: 903-334-4141 PETE.PETERSON4@US.ARMY.MIL TEXARKANA TX 75507-5000				CODE W911RQ		
17a. CONTRACTOR/OFFEROR CEMEN TECH INC MARK CLARK 1700 N 14TH ST INDIANOLA IA 50125-1587 TEL. 800-247-2464			CODE 61796	18a. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300				CODE HQ0303		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$124,559.96				
<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# 0067074 Mark Clark					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			
							10-Jan-2008			
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	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	Concrete Mixer Repair Parts FFP	7	Each	\$17,794.28	\$124,559.96
	One kit consists of one hundred & sixty-eight (168) repair parts, as represented on the attached parts list. The contractor will package the parts into seven (7) individual kits. The serial numbers for the cement mixers are as follows: 8RDCD30841HC, 8RDCD30911HC, 8RDCD30912HC, 8RDCD30879HC, 8RDCD30880HC, 8RDCD30881HC, 8RDCD30883HC.				
	Please ship the individual kits as they become available! FOB: Origin NSN: 389500X075986 MILSTRIP: W45G1872531049 PURCHASE REQUEST NUMBER: W45G1872531049				
				NET AMT	\$124,559.96
	ACRN AA				\$124,559.96
	CIN: W45G18725310490001				

Concrete Mobile Mixer Module Model M5 3990-01-444-5196

NSN	Cemen Tech Part Number	Noun	QTY	Unit of Issue	Unit Price	Total Cost
5340-01-547-3485	1932-A43	Guide	2	EA	\$65.26	\$130.52
5340-01-547-6629	1932-043RH	Retainer	1	EA	\$83.04	\$83.04
5340-01-547-5412	1932-044LH	Retainer	1	EA	\$83.04	\$83.04
5340-01-547-4399	1932-A42	Retainer	2	EA	\$36.96	\$73.92
	1932-A84	Wiper	1	EA	\$15.84	\$15.84
	1932-A85	Wiper, Retainer	1	EA	\$11.52	\$11.52
	5196-00021	#80 Chain	1	EA	\$92.08	\$92.08
3020-01-485-5144	0370-11801	Chain/Belt Assy	1	EA	\$3,865.13	\$3,865.13
2520-01-546-9764	1932-229	Shield Drive	1	EA	\$156.01	\$156.01
4720-01-551-6504	5019-170	Spacer	2	EA	\$4.11	\$8.22
3020-01-450-4744	5179-212B	Sprocket, Wheel	2	EA	\$158.58	\$317.16
3020-01-551-1195	5176-22428	Sprocket, Wheel	1	EA	\$76.91	\$76.91
	5151-128	Bearing	2	EA	\$121.52	\$243.04
	5152-124	Bearing	2	EA	\$88.49	\$176.98
3020-01-551-2737	5176-21124	Sprocket, Wheel	1	EA	\$36.04	\$36.04
3950-01-551-6129	5813-004	Tensioner Assy	1	EA	\$201.32	\$201.32

9330-01-551-2759	0669-013	Window, Sight	2	EA	\$20.98	\$41.96
	1994-246	Auger, Upper	1	EA	\$369.55	\$369.55
	1994-247	Auger, Lower	1	EA	\$400.20	\$400.20
3120-01-550-8498	5151-620	Bearing	3	EA	\$54.40	\$163.20
	5151-120	Bearing	2	EA	\$59.02	\$118.04
3020-01-551-2730	1008-202	Sprocket, Wheel	1	EA	\$85.34	\$85.34
3020-01-551-2485	5174-223	Sprocket, Wheel	2	EA	\$40.27	\$80.54
	5174-220B	Sprocket, Wheel	1	EA	\$23.57	\$23.57
3020-01-551-2471	5174-120A	Sprocket, Wheel	1	EA	\$96.69	\$96.69
3020-01-551-2715	5174-234	Sprocket, Wheel	1	EA	\$53.09	\$53.09
	5813-003	Tensioner Assy	1	EA	\$115.79	\$115.79
3020-01-551-2712	5174-817A	Sprocket, Wheel	3	EA	\$15.84	\$47.52
3020-01-532-7376	5194-000	#50 Chain	10	FT	\$2.74	\$27.40
3040-01-551-2477	1469-000	Cam	2	EA	\$23.43	\$46.86
	5152-120	Bearing	4	EA	\$54.96	\$219.84
	0476-203	Decal, Wheel	2	EA	\$38.83	\$77.66
	0906-020	Sand Decal	1	EA	\$5.76	\$5.76
	0906-021	Stone Decal	1	EA	\$5.76	\$5.76
5340-01-547-5100	0859-001	Guide	1	EA	\$3.88	\$3.88
	1751-011	Retainer	1	EA	\$67.02	\$67.02
	0725-011	Wiper	1	EA	\$11.68	\$11.68
	5379-04300	Spring	1	EA	\$5.71	\$5.71
5340-01-551-7974	5370-004	Handle	1	EA	\$2.62	\$2.62
	0395-001	Wiper, Belt	1	EA	\$18.38	\$18.38
4720-01-551-1317	1932-560	Hose	2	EA	\$81.25	\$162.50
	1932-566	Hose	1	EA	\$110.21	\$110.21
4720-01-551-1306	1932-565	Hose	1	EA	\$80.79	\$80.79
4720-01-551-3893	1932-554	Hose	2	EA	\$57.96	\$115.92
4720-01-551-5085	1932-555	Hose	1	EA	\$99.67	\$99.67
4720-01-551-4092	1932-556	Hose	1	EA	\$94.40	\$94.40
4720-01-551-7435	1932-550	Hose	2	EA	\$178.27	\$356.54
4720-01-551-2690	1932-547	Hose	2	EA	\$165.42	\$330.84
	5370-419	Clamp	4	EA	\$4.64	\$18.56
Component of 5370-419	5370-419.01	Clamp Body	8	EA		NC NC
Component of 5370-419	5370-419.03	Weld Plate	4	EA		NC NC
Component of 5370-419	5370-419.05	Cover Plate	4	EA		NC NC
Component of 5370-419	5370-419.07	Clamp Bolt	4	EA		NC NC
4720-01-551-2748	1932-569	Hose	2	EA	\$100.12	\$200.24
4720-01-551-2697	1932-570	Hose	2	EA	\$108.89	\$217.78
4820-01-450-0854	5200-109	Valve Assy	1	EA	\$59.05	\$59.05
	5136-101	Boot	1	EA	\$181.90	\$181.90
5340-01-547-5354	1932-019	Cover	1	EA	\$55.92	\$55.92
5340-01-551-4658	1731-010	Boot	1	EA	\$39.12	\$39.12
5340-01-551-1612	1932-018	Retainer	2	EA	\$26.40	\$52.80
5340-01-547-2893	1932-204	Retainer	1	EA	\$67.20	\$67.20
5340-01-547-5491	1932-017	Retainer	1	EA	\$32.16	\$32.16
5340-01-551-1854	1932-A70	Retainer	1	EA	\$32.40	\$32.40

5340-01-545-1014	1692-008	Retainer	1	EA	\$21.60	\$21.60
5340-01-551-4679	1548-007	Dust Guard	1	EA	\$36.27	\$36.27
5340-01-551-3879	1932-034	Rubber Flap	1	EA	\$43.87	\$43.87
	0284-003	Paddle	13	EA	\$9.03	\$117.39
5340-01-551-4674	0294-002	Wear Blade	23	EA	\$10.08	\$231.84
5340-01-551-2408	0294-001	Wear Blade	3	EA	\$20.16	\$60.48
5365-01-551-4699	0343-006	Bushing	2	EA	\$1.63	\$3.26
5340-01-551-4691	0343-005	Isolator	4	EA	\$1.75	\$7.00
4930-01-012-7148	5402-102.01	Lubricator	1	EA	\$71.05	\$71.05
	5402-004.01	Regulator	1	EA	\$42.52	\$42.52
	5405-103	Valve Assy	4	EA	\$47.89	\$191.56
	5405-001	Valve Assy	2	EA	\$112.91	\$225.82
	5405-210	Valve Assy	1	EA	\$60.10	\$60.10
4810-01-450-3101	5405-211	Linear Valve	3	EA	\$76.02	\$228.06
	5405-210-001	Manifold	1	EA	\$51.00	\$51.00
6685-01-551-8504	5404-105	Pressure Gauge	1	EA	\$16.84	\$16.84
4820-00-849-1220	5076-793	Drain Cock	1	EA	\$1.92	\$1.92
4820-01-481-4342	5456-705	Valve Assy	1	EA	\$8.83	\$8.83
4820-01-426-5009	5456-106	Ball Valve	2	EA	\$54.32	\$108.64
4720-01-484-2017	5400-24200	Hose	25	FT	\$3.29	\$82.25
	5456-104.10	Valve Assy	1	EA	\$49.59	\$49.59
	5456-103	Valve Assy	1	EA	\$23.55	\$23.55
6680-01-390-8633	5453-044	Flow Meter	1	EA	\$148.29	\$148.29
4730-00-278-3144	5010-154	Bushing	2	EA	\$1.53	\$3.06
4730-00-253-4415	5003-140	Elbow	3	EA	\$1.93	\$5.79
4820-00-752-9040	5076-793	Cock Drain	1	EA	\$1.92	\$1.92
	5004-140	Elbow	1	EA	\$2.75	\$2.75
4730-00-253-4412	5003-110	Elbow	1	EA	\$1.53	\$1.53
4720-01-551-2817	1932-582	Hose	1	EA	\$20.33	\$20.33
6685-01-551-7201	5404-109	Water Pressure	1	EA	\$30.45	\$30.45
	5456-001	Air/Water Valve	1	EA	\$128.88	\$128.88
4820-00-849-1220	5076-793	Drain Cock	8	EA	\$1.92	\$15.36
	5453-002	Gauge	1	EA	\$64.08	\$64.08
6680-01-351-1198	5453-001	Gauge	1	EA	\$67.68	\$67.68
	5455-074	Pump	2	EA	\$133.71	\$267.42
4820-01-481-4342	5456-705	Valve Assy	2	EA	\$8.83	\$17.66
4730-01-551-0863	5451-208	Strainer	2	EA	\$17.73	\$35.46
4820-01-551-2768	5456-132	Valve Assy	2	EA	\$9.18	\$18.36
5430-01-551-2744	5457-11200	Tank	1	EA	\$73.53	\$73.53
5430-01-551-3449	5457-13500	Tank	1	EA	\$107.73	\$107.73
	5380-509 Pair	Straps	2	EA	\$21.22	\$42.44
2940-01-103-3265	5229-006.10	Filter	2	EA	\$27.75	\$55.50
	5231-007	Gauge	1	EA	\$32.59	\$32.59
	5231-021	Gauge	3	EA	\$27.29	\$81.87
7690-01-551-4496	1932-D15	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-3526	1932-D16	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-3309	1932-D14	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-3809	1932-D19	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-4530	1932-D20	Decal, Wheel	1	EA	\$5.00	\$5.00
	5422-407	Switch	3	EA	\$5.48	\$16.44
7690-01-551-4584	1932-D11	Decal, Wheel	1	EA	\$2.69	\$2.69

7690-01-551-4488	1932-D05	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-3817	1932-D08	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-4522	1932-D07	Decal, Wheel	1	EA	\$2.39	\$2.39
7690-01-551-3306	1932-D13	Decal, Wheel	1	EA	\$2.99	\$2.99
4720-01-551-7281	1932-545	Hose	2	EA	\$68.94	\$137.88
4720-01-551-2740	1932-543	Hose	2	EA	\$66.74	\$133.48
4720-01-551-2794	19232-540	Hose	1	EA	\$75.96	\$75.96
4720-01-551-3255	1932-534	Hose	1	EA	\$152.37	\$152.37
	1932-537	Hose	1	EA	\$131.28	\$131.28
4720-01-551-4685	1932-546	Hose	1	EA	\$88.26	\$88.26
4720-01-551-2710	1932-535	Hose	1	EA	\$147.09	\$147.09
	1932-538	Hose	1	EA	\$126.45	\$126.45
4720-01-551-4678	1932-544	Hose	1	EA	\$101.87	\$101.87
4720-01-551-1253	1932-536	Hose	1	EA	\$141.39	\$141.39
	5227-009	Valve Assy	1	EA	\$70.86	\$70.86
4720-01-551-3331	1932-559	Hose	2	EA	\$70.69	\$141.38
	1932-564	Hose	1	EA	\$59.72	\$59.72
4710-01-551-2745	1932-516	Hose	1	EA	\$51.97	\$51.97
4720-01-551-3916	1932-568	Hose	1	EA	\$65.43	\$65.43
4720-01-551-2531	1932-557	Hose	1	EA	\$55.76	\$55.76
4720-01-551-6402	1932-563	Hose	1	EA	\$93.52	\$93.52
4720-01-551-6420	1932-558	Hose	1	EA	\$92.65	\$92.65
4720-01-551-6409	1932-548	Hose	1	EA	\$158.95	\$158.95
4720-01-551-2733	1932-549	Hose	1	EA	\$153.24	\$153.24
	1932-539	Hose	1	EA	\$116.36	\$116.36
	5228-028	Flow Valve	1	EA	\$187.70	\$187.70
	1932-541	Hose	1	EA	\$70.69	\$70.69
4720-01-551-6384	1932-542	Hose	1	EA	\$75.09	\$75.09
4720-01-551-2559	1932-552	Hose	1	EA	\$79.92	\$79.92
4710-01-551-6362	1932-561	Hose	1	EA	\$119.43	\$119.43
4720-01-551-2514	1932-572	Hose	1	EA	\$60.15	\$60.15
4720-01-551-5093	1932-579	Hose	1	EA	\$94.84	\$94.84
4720-01-551-2747	1932-574	Hose	2	EA	\$88.69	\$177.38
	1932-573	Hose	1	EA	\$93.52	\$93.52
4720-01-551-4035	1932-580	Hose	1	EA	\$87.37	\$87.37
4720-01-551-2523	1932-581	Hose	3	EA	\$88.26	\$264.78
4720-01-551-3899	1932-576	Hose	1	EA	\$86.94	\$86.94
4720-01-551-2691	1932-577	Hose	1	EA	\$82.11	\$82.11
4720-01-551-1166	1932-578	Hose	1	EA	\$75.52	\$75.52
2940-01-375-5489	5830-48723	Filter	1	EA	\$123.76	\$123.76
2910-01-463-6092	5830-48230	Filter	1	EA	\$15.40	\$15.40
2910-01-192-4622	5830-48210	Filter	1	EA	\$16.45	\$16.45
4330-01-309-6189	5830-48212	Filter	1	EA	\$14.82	\$14.82
2940-01-248-7288	5830-48220	Filter	1	EA	\$17.40	\$17.40
6220-01-221-5907	5540-15601	Light	1	EA	\$72.43	\$72.43
3030-01-242-2918	5830-48730	Belt	1	EA	\$82.58	\$82.58
	5830-482-045	Tachometer	1	EA	\$217.72	\$217.72
	5830-482-044	Voltmeter	1	EA	\$52.08	\$52.08
2920-01-024-3709	5830-48401	Key	1	EA	\$59.92	\$59.92
6685-01-551-2412	5830-482-042	Guage	1	EA	\$116.78	\$116.78
	5830-482-041	Guage	1	EA	\$116.77	\$116.77

5830-482-043	Relay	1	EA	\$75.85	\$75.85
5522-403	Toggle	3	EA	\$7.39	\$22.17
5536-004	Fuse Holder	4	EA	\$5.51	\$22.04
Grand Total				\$17,794.28	

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	22-FEB-2008	7	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Origin	W45G18

Shipping Instructions**Fob: Indianola, IA**

Ship prepaid via ground transportation the fastest means. Show the freight charges as a separate line item on the invoice. If transportation charges exceed \$100.00, attach a copy of the prepaid freight bill. Full payment cannot be made without your full cooperation.

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D
AMOUNT: \$124,559.96

26EB5PC100W45G1872531049Q01K0E041117

CIN W45G18725310490001: \$124,559.96

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.246-1	Contractor Inspection Requirements	APR 1984

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.

52.000-4953 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 may 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 DoDAAC*: 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)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

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 (AUG 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 (SEP 2006) (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 (AUG 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 (AUG 2006) (42 U.S.C. 5150).

___ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (AUG 2006) (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)).

X (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, as Amended (JUL 2005) (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) 52.237-11, 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, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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) 52.247-64, 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.

(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 (AUG 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, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means--

(1) Free of expense to the Government delivered--

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(End of clause)

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) 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)