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

1. REQUISITION NUMBER: HE1254-2005003-0057

2. CONTRACT NO.: HE1254-05-C-0038

3. AWARD/EFFECTIVE DATE: SEP 01, 2005

4. ORDER NUMBER:

5. SOLICITATION NUMBER: HE1254-05-R-0021

6. SOLICITATION ISSUE DATE: APR 22, 2005

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Isiah Mack
isiah.mack@hq.dodea.edu
b. TELEPHONE NUMBER (No collect calls): (703) 588-3624

8. OFFER DUE DATE/ LOCAL TIME: MAY 23, 2005 1:00 PM ET

9. ISSUED BY — CODE HE1254
DoD Education Activity
Attn: Headquarters Procurement Branch
4040 North Fairfax Drive
Arlington VA 22203-1613

10. THIS ACQUISITON IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days
0%
Net 0

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO — CODE HE1254
DoD Education Activity
Attn: Headquarters Procurement Branch
4040 North Fairfax Drive
Arlington VA 22203-1613

16. ADMINISTERED BY — CODE HE1254 (IM)
Isiah Mack
703-588-3624
isiah.mack@hq.dodea.edu
Arlington VA 22302

17a. CONTRACTOR/ OFFEROR — CODE 00001080 — FACILITY CODE
University of Northern Iowa
Department of Mathematics
1222 W. 27th Street
Cedar Falls IA 50614-4000
TIN: 426004333
DUNS: 073132623
CAGE: 0FV12
TELEPHONE NO. 319-273-6437

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE HQ0347
DFAS - Vendor Pay
Attn: DFAS-BVD/IN
8899 East 56th Street
Indianapolis IN 46249-1500

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [X] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* $768,228.00

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. YOUR OFFER DATED 7-27-05. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Edward M. Ekart

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Vicki A. Liedel

30b. NAME AND TITLE OF SIGNER *(Type or print)*
Edward M. Ekart
Grants and Contracts Administrator

30c. DATE SIGNED
8/31/05

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Vicki A. Liedel

31c. DATE SIGNED
6 Sep 05

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
	Accounting and Appropriation Data: 9750100. 6010 P7230 1100 2520 DEAC50037A33QCS49451 99DA Cost Applied: $768,228.00 BOC: 2520				
0001	Grades K-5 Summer Workshops - Contractor Location (5-day session each)	2.00	EA	139,875.00	279,750.00
0002	Facilitators Training Workshop - Algebra I and Geometry Lab Course (Total 5 days with K-5 Number and Operations)	1.00	EA	113,097.00	113,097.00
0003	Facilitators Training Workshop - K-5 Number and Operations (Total 5 days with Algebra I and Geometry Lab Course)	1.00	EA	204,929.00	204,929.00
0004	K-5 Geometry Online Courses	1.00	EA	72,023.00	72,023.00
0005	K-5 Measurement Online Courses	1.00	EA	72,023.00	72,023.00
0006	Student and Facilitator Guides - K-5 Geometry Online Course	1.00	EA	4,255.00	4,255.00
0007	Student and Facilitator Guides - K-5 Measurement Online Course	1.00	EA	4,255.00	4,255.00
0008	Shipping and Handling of Student and Facilitator Guides	1.00	EA	2,500.00	2,500.00
0009	Contractor Travel to Arlington, VA (Cost Reimburseable CLIN)	1.00	EA	7,836.00	7,836.00
0010	Technical Support	60.00	DA	126.00	7,560.00

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	FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	
	DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	

SECTION I

ADDENDUM to SF 1449

A. Points of Contact:

Contracting Officer:	Vicki A. Liedel 4040 N. Fairfax Drive, Arlington, VA Telephone: 703-588-3603 FAX: 703-588-3713
Contract Specialist:	Isiah Mack 4040 N. Fairfax Drive, Arlington VA Telephone: 703-588-3624 FAX: 703-588-3684 isiah.mack@hq.dodea.edu
Contracting Officer's Representative: (COR)	Linda Hackett 4040 N. Fairfax Drive, Arlington VA Telephone: 703-588-3159 FAX: 703-588-3702

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data will be entered at time of award. Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

C. INVOICE SUBMISSION

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

Mail:	**PROCUREMENT DIVISION** **ATTN: INVOICE PROCESSING** **4040 N FAIRFAX DRIVE** **ARLINGTON VA 22202-1635**
Fax:	**703-588-3713**

SECTION I

ADDENDUM to SF 1449 (Cont.)

D. Tax Exemption Status. DoDEA is an activity of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in McCullough v. Maryland, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statues. DoDEA Federal Tax Identification Number: 53-0207336.

E. Contract Type and Duration. Contract award type shall be a Firm-Fixed Price contract. The period of performance shall be 12 months from date of award.

SECTION II

STATEMENT OF WORK (SOW)

1.0. INTRODUCTION

The Department of Defense Education Activity (DoDEA) Mathematics and Sciences Branch requires professional development as follows:

1.1. Workshop for K-5 mathematics teachers.

1.2. Workshop for facilitators of previously developed online mathematics courses.

1.3. Development of Online Mathematics Courses for K-5 mathematics teachers.

2.0. BACKGROUND

2.1. General: The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of military and civilian employees by providing PK-12 instruction to approximately 95,000 students in seven states, thirteen foreign countries, Guam, and Puerto Rico. DoDEA offers an education found in high quality American public schools and utilizes materials and equipment that compare favorably to stateside schools.

2.2. Developed Online Courses: The Department of Defense Education Activity Science Branch has two (2) online professional development modules developed that are aligned to DoDEA's Algebra I and Geometry curriculum and DoDEA's mathematics content standards for PK-12, which can be found at www.dodea.edu/instruction/curriculum/math/index.htm. Attached is the outline for the Algebra I and Geometry Lab professional development modules. (See Attachment 1.) DoDEA has two (2) online professional development modules (courses) aligned to DoDEA's mathematics content standards for K-5 in number and operation, based on *Developing Mathematical Ideas* by Schifter, Bastable, and Russell. These modules provide K-5 teachers with models of effective, research-based teaching of number and operation strategies.

3.0. SCOPE

The Contractor(s) shall provide all labor, travel, personnel, materials, and technical expertise necessary to complete each of the requirements specified in this Statement of Work (SOW).

4.0. TECHNICAL REQUIREMENTS: *The Contractor(s) shall:*

4.1. Provide online courses in a format that is compatible with (a.) Blackboard Inc.'s Learning Management System and (b.) the computer hardware and operating system requirements listed below:

> Windows XP OS, Pentium III 933MHz or better CPU, 256 MB RAM,
> 40GB Hard drive, 48X CD ROM, Integrated Sound (Sound Blaster compatible),
> Super VGA (800 × 600) or higher resolution video adapter,
> CD-ROM or DVD drive, keyboard, Microsoft Mouse or compatible pointing device

4.2. Deliver online courses on a web-based platform. Any existing course or video must be able to convert to streaming video that is accessible from a variety of bandwidths.

4.3. Provide media files in QuickTime 6.0+ or .mpg format. Files should be compressed for accessibility and be viewable on 800 x 600 resolutions.

4.4. Provide supporting documents in Word, PDF, PowerPoint, or Excel format.

5.0. PERFORMANCE REQUIREMENTS

5.1. This SOW contains three separate tasks: K-5 Mathematics Workshop; Online Facilitators Training; and Online Courses Development (including student and facilitator guides) for the K-5 Geometry and the K-5 Measurement Online Modules.

5.1.1. For the workshops and facilitator training, the Contractor shall develop and provide written workshop presentation materials, perform workshops and ensure that participants complete the DoDEA workshop evaluations in accordance with the schedule below. DoDEA will provide the Contractor(s) with the workshop evaluation template.

Workshop		**Workshop Length**	**Number of Participants**
K-5 Mathematics (Two Sessions)			
K-5	Summer 06	5 days each	Up to 75 each
Online Facilitators Training (One Session/Two Workshops)			
Lab Course	Summer 06	5 days	Up to 18
K-5 Course			Up to 50

5.1.2. For all three tasks, the Contractor shall teleconference with the DoDEA HQ COR or his/her designee within seven (7) business days of receiving the award.

5.2. Workshops for K-5 Classroom Teachers: The Contractor shall prepare and present two sessions of a 5-day train-the-trainer workshop for K-5 teachers facilitated by certified/trained *Developing Mathematics Ideas* professionals using the two modules, *Making Meaning of Operations* and *Geometry*. The Contractor shall cover but not limit activities to the following outcomes in the workshops:

5.2.1. Understanding the concept/importance of building a community of learners within their schools.

5.2.2. Understanding DoDEA mathematics standards as the basis for curriculum, instruction, and assessment with a special emphasis on integrating mathematics process standards.

5.2.3. Improving pedagogy with research-based strategies with an emphasis on differentiated instruction.

5.2.4. Examining how children develop key mathematical ideas.

5.2.5. Determining what constitutes a teaching practice that supports children's development into powerful math thinkers.

5.2.6. Understanding what effective student-centered instruction looks and feels like in the classroom.

5.3. Online Facilitators Workshop to Support the Developed Algebra I and Geometry Lab Course and the K-5 Number and Operations Course: The Contractor shall develop one training session with two breakout sessions using facilitators familiar with the content of the online courses referenced in 2.2 and experienced in online facilitation and the use of Blackboard. This facilitators' workshop will train participants in (a) the content of the courses referenced in 2.2, and (b) facilitation of the two online courses. Up to 50 K-5 teachers and up to 18 secondary level teachers will attend. The Contractor(s) may choose to have both groups together for some segments of the workshop. The workshop shall provide participants with the following:

5.3.1. Knowledge necessary to use and provide minimal technical assistance for the Blackboard environment in which the course is offered.

5.3.2. Ways in which to involve, monitor, and motivate participants in the online courses.

5.3.3. Strategies to the use of the facilitator guides provided for each course.

5.3.4. Knowledge of the content for the courses referenced in 2.2.

5.3.5. The Contractor shall coordinate with DoDEA HQ Distance Learning staff to assist in training facilitators for the online courses.

5.4. Meals and Lodging: The Contactor shall be responsible for providing the training, facilities, lodging, and meals for the participants in all of the workshops, as discussed in paragraphs 5.1, 5.2, and 5.3. Lodging shall be located within walking distance of workshop locations or the Contractor shall provide available transportation. Single-occupancy guestrooms for each workshop participant shall be provided. All lodging and meals shall not exceed the cost allowed by the Joint Travel Regulation (JTR).

5.5. Online Courses with Student and Facilitator Guides for the K-5 Geometry and the K-5 Measurement Modules: The Contractor shall develop two (2) online professional development modules (courses) that are aligned to DoDEA's mathematics content standards for K-5 and based on the *Developing Mathematical Ideas* modules, Geometry and Measurement. The modules (courses) shall employ research-based best practices in the strands of geometry and measurement. The DoDEA mathematics standards are located at http://www.dodea.edu/instruction/curriculum/math/index.htm. The two online professional development modules (courses) shall:

5.5.1. Meet the technical requirements shown at paragraph 4.0 above.

5.5.2. Provide K-5 teachers with (1.) effective, research-based teaching strategies for geometry and measurement based on the *Developing Mathematical Ideas* model and (2.) model lessons, classroom episodes, and video clips of model lessons on standards-based instruction and use of the discussion board, including expectations for participants in the use of the discussion board.

5.5.3. Include the following objectives to help teachers:

5.5.3.1. Understand children's mathematical development in the elementary years.

5.5.3.2. Understand research-based classroom techniques for teaching elementary students.

5.5.3.3. Identify the key characteristics of effective math instruction and apply them in the classroom.

5.5.3.4. Assess children's mathematics understanding using students' work.

5.5.3.5. Develop whole-group, small-group, and independent instructional activities for building understanding.

5.5.3.6. Use effective learning strategies to provide mathematical experiences that challenge children to explore ideas related to operations and features of shape appropriate to each grade level.

5.5.3.7. Recognize the role of building new mathematical knowledge through problem solving and using instructional techniques to teach children how to learn to monitor and reflect on their own ideas in solving problems.

5.5.3.8. Increase the ability to understand the ways children learn mathematics, which shall include but not be limited to collecting data on student thinking so that teachers can better anticipate and address the problems their students encounter in the context of studying the DoDEA math standards.

5.5.3.9. Teach mathematical concepts to students with below average reading ability.

5.5.3.10. Learn to document student motivation, persistence, and student treatment of one another and to use these data to inform instructional choices and practices.

5.5.3.11. Impart the value that teachers gain through participating in a learning community that shall include but not be limited to shared understandings, habits of data collection, self-reflections and revision of lesson plans.

5.5.4. The Contractor(s) shall have an initial teleconference with DoDEA HQ project staff to share draft of online course outline and/or syllabus that is equivalent to 2-3 graduate credits of work.

5.5.5. The Contractor(s) shall meet at DoDEA HQ no more than two times during the process of creating the online modules with one of the meetings to show/discuss the <u>first</u> iteration of the modules and student and facilitator guides. Within 30 days of the meeting, DoDEA HQ will provide the Contractor(s) with recommended revisions to integrate into the modules and guides. DoDEA HQ will determine if a second meeting is required prior to receipt of the final iteration of the modules and guides.

5.5.6. <u>Student and Facilitator Guides for K-5 Geometry and Measurement Modules</u>: The Contractor(s) shall create web-based/CD-ROM student and facilitator guides to accompany the online K-5 Geometry and Measurement courses. For each online course, the Contractor(s) shall provide 400 student guides and 50 facilitator guides on CD-ROM.

5.5.7. The facilitator guides shall address the topics listed in 5.5.3 above and include but not be limited to the following:

5.5.7.1. Detailed agendas and tips for the facilitation of the course.

5.5.7.2. Handouts and guidelines to facilitate whole and small group instruction.

5.5.7.3. Articles and related research to expand teacher understanding of the mathematics and examine issues children confront in their understanding in mathematics.

5.5.7.4. Resource lists, e.g., bibliographies and internet sites.

5.5.8. The student guides shall address the topics listed in paragraph 5.5.3 above and include but not be limited to the following:

5.5.8.1. Handouts to be used in whole and small group instruction.

5.5.8.2. Articles and related research to expand teacher understanding of the mathematics and examine issues children confront in their understanding in mathematics.

5.5.8.3. Resource lists, e.g., bibliographies and internet sites.

5.5.9. Presentations to project staff shall be made by the Contractor(s) at DoDEA Headquarters in Arlington, Virginia.

5.5.10. *The Contractor shall*:

5.5.10.1. Complete online courses and the student and facilitator guides. Deliver the two (2) final online course modules, the associated student and facilitator guides, and the accompanying documentation on the curriculum development (Storyboard/outline via CD-ROM or DVD) to DoDEA schools and offices. The Government will provide the Contractor with the delivery schedule and addresses.

5.5.10.2. Ship the facilitator guides for both online courses in the CD-ROM format to the areas, districts, and schools. The Government will provide the Contractor with the delivery schedule and addresses.

5.6 Technical Assistance: The Contractor shall provide technical assistance as needed to ensure functionality of course through DoDEA's Blackboard platform for 60 business days following delivery of user-ready online courses.

5.7 DELIVERABLES

Deliverables	**Ref.**	**Delivery Dates**
Post-award teleconference with DoDEA	5.1.2 & 5.5.4	NLT seven (7) business days after contract award
Outlines for the online modules and summer course workshops	5.2, 5.3 & 5.5	NLT 23 Sept 05
Workshop participants' meals and lodging	5.4	Summer 2006
K-5 Workshop: first session	5.2	
K-5 Workshop: second session		
Online Facilitators Workshop	5.3	
Meeting(s) with DoDEA project staff in Arlington, VA to review first iteration of the modules & guides	5.5.5	NLT 01 Apr 06
Final revisions complete for online courses	5.5.5	NLT 01 Jun 06
Delivery of online courses—final format—student and facilitator guides, and accompanying documentation	5.5.10.1	NLT 01 Jul 06

Deliverables	Ref.	Delivery Dates
on curriculum development		
Shipment of facilitator guides - both courses	5.5.10.2	NLT 15 Jul 06
Provide technical assistance	5.6	60 business days following delivery of the user-ready online course

6.0. SUPPORTING INFORMATION

6.1 Place of Performance: The Contractor shall be responsible for providing the training, facilities, lodging, and meals for workshop participants and for completing the online course requirements primarily at the Contractor's site. Online course presentations shall be completed at DoDEA Headquarters located in Arlington, Virginia.

6.2. Contractor Travel: All Contractor travel shall be in accordance with the Government's Federal Travel Regulation (FTR).

6.3. Ownership Rights: After purchase, the online courses will be placed on DoDEA servers for student use. Any disputes regarding data rights shall be interpreted consistently with the United State Code and Federal Acquisition Regulations.

ATTACHMENT 1

Algebra I Lab Online Professional Development Course

Session 1: Procedural vs. Conceptual Knowledge

Session 2: Understanding Students' Difficulties with Proportional Reasoning

Session 3: Addressing Difficulties through an Accessibility Framework

Session 4: Understanding Students' Difficulties with Graphing

Session 5: The Role of Good Questions in a Classroom Discourse

Session 6: Understanding Students' Difficulties with Translating

Session 7: Understanding Students' Difficulties with Solving Equations

Session 8: Putting It All Together

Geometry Lab Online Professional Development Course

Session 1: Procedural vs. Conceptual Knowledge

Session 2: Understanding Students' Difficulties with Definitions in Geometry

Session 3: Addressing Difficulties through an Accessibility Framework

Session 4: Understanding Students' Difficulties with Spatial Reasoning in 2-D

Session 5: The Role of Good Questions in a Classroom Discourse

Session 6: Understanding Students' Difficulties with Proof and Generalization

Session 7: Understanding Students' Difficulties with 3-Dimensional Geometry

Session 8: Putting It All Together

SECTION III

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
(g) *Invoice*.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) *Payment*.-
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the

Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.
(t) *Central Contractor Registration (CCR)*.
(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-

name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

1. ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (OCT 2003)

a. The following is added to paragraph (c) "Changes" after the last period:

"(The phrase, "terms and conditions" means any statement regarding the substantive rights of either or both parties.). Other changes (for example, a change in the paying office, appropriations data or Contracting Officer's Representative) may be made unilaterally by written order signed by the Contracting Officer."

b. The following clauses and clause references are incorporated at the end of FAR 52.212-4, after paragraph (t) "Central Contractor Registration (CCR)" as paragraph (u): "Other Clauses":

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR clauses/provisions: http://www.arnet.gov/far
DFARS clauses/provisions: http://www.acq.osd.mil/dp/dars/dfars.html
FAR & DFARS clauses/provisions: http://farsite.hill.af.mil

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2005)

(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 shall check as appropriate.]

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

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

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business 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.

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

_X_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

_X_ (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) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 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.

___ (11) 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).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

_X_ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

_X_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

_X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

_X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

_X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

_X_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (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)).

___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2005)(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).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

___ (29) 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)).

___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

_X_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 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 (May 1989)(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) (May 1989)(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 (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(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 (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 (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(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 (May 1989), 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 (Apr 2003)(46 U.S.C. Appx 1241 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)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
United States law will apply to resolve any claim of breach of this contract.

(End of clause)

DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(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.

X	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.

____	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
X	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
X	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
____	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
____	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
____	252.225-7021	Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
X	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2005) (___ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____	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).
____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
____	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
X	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III) (MAY 2002) (10 U.S.C. 2631).
____	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:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

(END OF SECTION)