

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W45G1871352157		PAGE 1 OF 13				
2. CONTRACT NO. W911RQ-07-P-0198		3. AWARD/EFFECTIVE DATE 12-Jun-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
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: 334419 SIZE STANDARD: 500			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS NET 30 DAYS
15. DELIVER TO RED RIVER ARMY DEPOT WILLIAM BONO M/F BLDG 493 100 MAIN DRIVE TEXARKANA TX 75507-5000			CODE W911RQ		16. ADMINISTERED BY DEBBI JONES PHONE: 903-334-2513 FAX: 903-334-2628/2541 DEBBI.JONES@US.ARMY.MIL TEXARKANA TX 75507-5000			CODE W911RQ		
17a. CONTRACTOR/OFFEROR APPLIED INDUSTRIAL TECHNOLOGIES ANITA NORWOOD 3301 WACO STREET TEXARKANA TX 75501  TEL. 903-832-7565			CODE 3LDF9  FACILITY CODE		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					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$40,000.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input 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>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE WRITTEN QUOTE <input checked="" type="checkbox"/> OFFER DATED <u>05-Mar-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							12-Jun-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHARLIE D. HARRIS, JR. / CONTRACTING OFFICER TEL: 903-334-2218 EMAIL: charlie.d.harris@us.army.mil					

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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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	TEST STAND, TRACK TEST SYSTEM, TO INCLUDE ALUMINUM FRAME STRUCTURE OPTION. VENDOR WILL PROVIDE DETAILED LINE ITEM INVOICE SHOWING COMPONENTS OF SYSTEM. FOB: Origin NSN: 494000X075620 MILSTRIP: W45G1871352157 PURCHASE REQUEST NUMBER: W45G1871352157	1	Each	\$40,000.00	\$40,000.00
				NET AMT	\$40,000.00
				ACRN AA	\$40,000.00
				CIN: W45G18713521570001	

**RED RIVER POINT OF CONTACT: WILLIAM BONO, 903/334-4752, & MITCHELL CRAWFORD, 903/334-3252, RUBBER PRODUCTS, DIRECTORATE FOR MAINTENANCE. THEY WILL BE SIGNING FOR RECEIPT OF TEST STAND.**

**Purchase Description  
For  
T-150 Pin Position Test Stand  
Rubber Products Division  
Date: 26 April 2007**

1. **General:** This description is for the purchase of a T-150 Pin Position Test Stand which will be used to manipulate a T-150 Track Shoe pin per DARCOM R-702-10, Part IV. 1 & 2. The test stand will be loaded, the track shoe secured in place and unloaded manually. The test stand will be constructed so that it requires only one operator. The test stand will consist of a DC Servo Motor with PLC controls, Power Supply, Operator Controls, and be mounted on a metal frame. Vendor must have designed and fabricated equipment similar to this proposal.
2. **Specifications:** The T-150 Pin Position Test Stand will meet or exceed the following minimum specifications.
  - a. **Test Stand Construction:** The test stand will consist of a frame with a table top and will not exceed 36" Long X 24" Wide. The top of the table will not exceed 42" in Height. The test stand shall be constructed from structural steel, appropriately sized for the weight capacity of the test stand. The test stand will have no covers or shrouds made of pre-formed plastic with exception of rubber bellows or slide way covers etc. All covers, shrouds or guards will be constructed from steel. All non-machined surfaces will be coated with industrial enamel capable of withstanding

exposure to the environment of an industrial rubber facility. The test stand will be engineered and constructed so that the load on the test stand is stable at all times. The test stand will be constructed in accordance with all applicable ANSI and OSHA standards.

- b. **Test Stand Controls:** The test stand controls will consist of a PLC (Allen Bradley MicroLogix 1500 with PanelMate #2711P-B10C4D2 or equivalent) which will control the interaction between the DC Servo Motor, drive and operator interface. The test stand controls must have network capability. The power distribution, drive and controls will be mounted in a NEMA enclosure and affixed to the frame structure.
- c. **Measurement Recording Capabilities:** The system must record all of the measurements required by the “Track Pin Rotational Movement Test” and the “Track Pin Lateral Movement Test” described in DARCOM R-702-10, Part IV.1 & 2. The system must be able to display to the operator all measurements taken during the test (to include initial pin exercising flexures and intermediate test results) and send all test results to a network printer.
- d. **Mechanical, Motor and Fixture:** The track pin will be connected to the motor shaft using a machined coupler or mandrel. The motor and machined mandrel will be in-line to the pin position and mounted to a rail and bearing assembly; allowing the operator to align the fixture to the pin. The “clamping fixture” will be fixed to the table top, with the pins in line to the mandrel. The motor will provide a minimum 400 ft-lb. Torque. Motor will include an encoder that can send a signal to the PLC to measure angular rotation as described by DARCOM R-702-10, Part IV.1 & 2. The motor will return to the home position after each rotation, allowing the track pin to “relax” while measurements are recorded.
- e. **Power:** All electrical controls and components will be in accordance with the National Fire Protection Association's N.E.C. (National Electrical Code) standards and components will be Underwriter's Laboratory (U.L.) listed/approved. The test stand will be operated on 120 VAC or 480 VAC supplied by building utilities. If other voltages are necessary to operate and control the equipment, they shall be generated by the equipment system. A separate servo drive is acceptable providing it does not exceed a 3' X 3' X 3' envelope.
- f. **Safety:** Operator will lock the “Track Shoe” into position in the fixture, and align the mandrel/coupler to the pin to be tested and lock the mandrel in position. The mandrel/coupler will have an OSHA approved removable guard to protect the operator. The test stand will have a separate power disconnect.
- g. **Operator Interface:** Unit will be pre-programmed with each required test routine. All test set points shall be easily changed by the operator including RPM.

h. **Performance:**

**Angular**

Applied Torque: 400 Lb-Ft Maximum

Rotation Velocity: 1-5 RPM operating range

Rotation Angle: 0-30° CW and 0-30° CCW

0 Lb-Ft torque angular displacement measurement from Neutral

position:  $\pm 10^\circ$

Angular Measurement Resolution:  $\pm 0.5^\circ$

**Lateral**

Lateral Travel Measurement: (0.00-0.06) inch

Lateral Travel Resolution:  $\pm 0.001$  inch

- i. **Acceptance:** Customer must approve the design of the T-150 Pin Position Test Stand before manufacturing of the equipment begins. Once the system is complete, representatives from Red River Army Depot and the supplying vendor will participate in a system buy-off and training session on the system. Testing will include a complete test of ten (10) each T-150 track shoes according to the “Track Pin Rotational Movement Test” and the “Track Pin Lateral Movement Test” described in DARCOM R-702-10, Part IV.1 & 2.
- j. **Service and Spare Parts:** Vendor must have a spare parts and equipment service program in place and readily available. This program shall be specified upon completion of the design phase of this project. This “Spare Parts and Equipment Service Management Program” must be developed with the intent of reducing the down time of the testing equipment as a result of missing components. The bidder must provide ready access to the Manufacturer’s ‘in-house’ service and field technicians. Additional service must be available from a Factory Authorized Service Facility located no more than a one day’s commute from the Red River Army Depot, Texarkana, Texas.
- k. **Warranty:** The equipment furnished under this specification shall be guaranteed for a period of time equal to the manufacturer’s normal commercial warranty, or for a period of one (1) year, whichever is longer, against defective materials, design and workmanship. Upon receipt of notice from the Government of failure of any part of the guaranteed equipment during the warranty period, that part, or parts, shall be replaced promptly with new parts by and at the expense of the Contractor. If required, a service technician will be provided to make necessary repairs during the warranty period.
- l. **Training:** Operator and Maintenance training will be performed by the vendor at Building 493, Rubber Products Division, Red River Army Depot upon completion of installation of the equipment.
- m. **Documentation:** The supplier/vendor will supply two (2) copies of the following documentation for the subject test stand:
  - i. Two (2) Operator’s Manuals which contains complete step-by-step start-up and operating procedures, safety features and warnings.
  - ii. Two (2) complete sets of electrical schematics.
  - iii. Two (2) complete sets of test stand layout drawings.
  - iv. Two (2) complete Maintenance Manuals which include a preventative maintenance schedule, troubleshooting guide, an illustrated parts listing, and a recommended spare parts list.
  - v. An electronic copy of all documentation in Adobe Acrobat \*.PDF format.
- n. **Proposal Information:** Each proposal shall be submitted with the following information:
  - i. Technical block diagram schematic showing all system components and their relationship to one another.
  - ii. Description of how the system is controlled and operated.
  - iii. Description of the features of the HMI and how it will be used to control the machine.

- iv. Description of the data collecting capability of the equipment.

## 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	21-AUG-2007	1	RED RIVER ARMY DEPOT WILLIAM BONO M/F BLDG 493 100 MAIN DRIVE TEXARKANA TX 75507-5000 903-334-4752 FOB: Origin	W911RQ

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D                    26EB5R0000W45G1871352157Z949F9041117  
 AMOUNT: \$40,000.00  
 CIN W45G18713521570001: \$40,000.00

## CLAUSES INCORPORATED BY REFERENCE

52.212-4                    Contract Terms and Conditions--Commercial Items                    FEB 2007

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4003 ISO 9001:2000 REGISTERED

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

## 52.211-17 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 (MAR 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).
- \_\_XX\_\_ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_XX\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- \_\_XX\_\_ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_XX\_\_ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_XX\_\_(19) 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).
- \_\_XX\_\_(20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_XX\_\_ (21) 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).
- \_\_\_ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (23)(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)).

\_\_\_ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (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.

\_\_\_ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (27) 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).

\_\_\_ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 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)).

\_\_\_ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (36)(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.).

(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) 52.247-64, 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)

52.232-4001 ELECTRONIC FUND TRANSFER

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

52.232-4059 CONTRACTOR INVOICE

Payment 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

## 52.247-4049 PACKAGING &amp; 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) XX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

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

(6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)