

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 40					
2. CONTRACT NO. W911RQ-08-P-0163-P00001		3. AWARD/EFFECTIVE DATE 11-Jun-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-08-T-0062		6. SOLICITATION ISSUE DATE 03-Apr-2008			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA G. HEMBREE				b. TELEPHONE NUMBER (No Collect Calls) 903-334-3963		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 24 Apr 2008			
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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 21.0 NAICS: 333921			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 15 Days	
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY PAT HEMBREE PHONE: 903-334-3963 FAX: 903-334-2265 PAT.HEMBREE@US.ARMY.MIL TEXARKANA TX 75507-5000				CODE W911RQ		
17a. CONTRACTOR/OFFEROR CAMCO ELEVATOR, INC. C. L. GARY 5806 SIDNEY DR TEXARKANA TX 75503-1430 TEL. 903-255-4845 OR 903-278-4727			CODE 3DA26		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316				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		
SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$33,200.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 <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:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			31c. DATE SIGNED 11-Jun-2008			
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>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	<p>Elevator Maintenance & Repair Base Year FFP In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.</p> <p>This requirement is advertised as an all or none for base and two option years. Subclins 0001AC, 1001AC, 2001AC are optional and not mandatory to quote.</p> <p>Note: The contractor must submit a written Safety and Health Plan and a written HAZCOM Plan as required by OSHA.</p> <p>Department of Labor Wage Determination 2005-2235 applies.</p> <p>CC: 3A000 PCN: 5DRELV</p> <p>COR: Mr. Ronald Ashworth (903) 334-2986</p> <p>Note: Refer to clauses FAR 52.232.4059 and DFARS 252.232.7003 for Invoicing Instructions.</p> <p>Authorized Personnel of Directorate for Public Works, Bldg 443, shall certify invoices in Wide Area Work Flow as to the performance work only. The Contracting Officer, Bldg 431, shall certify invoices in Wide Area Work Flow for payment.</p> <p>FOB: Destination MILSTRIP: A3A00080380001 PURCHASE REQUEST NUMBER: A3A00080380001</p>				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		12	Months	\$1,100.00	\$13,200.00

Monthly Elevator Maintenance

FFP

In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

FOB: Destination

MILSTRIP: A3A00080380001

PURCHASE REQUEST NUMBER: A3A00080380001

NET AMT

\$13,200.00

ACRN AA

CIN: A3A000803800010002

\$13,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		20,000	Lot	\$1.00	\$20,000.00

Elevator Repairs Outside Maintenance
FFP

Elevator Repairs Outside the Monthly Maintenance. In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

Note: This is an estimated amount only. Only actual costs incurred will be paid. Please provide a cost breakdown to the Contract Administrator. Please provide a detailed breakdown with documentation to support your invoice.

Rates
 Mechanic \$100.00 Per Hour
 Helper 50.00 Per Hour
 Mileage \$0.65 Per Mile

8 am to 5 pm Mon thru Fri Regular Time
 Before 8 am after 5 pm and Saturday Time and One Half
 Sundays and Holidays Double Time

FOB: Destination
 MILSTRIP: A3A00080380001
 PURCHASE REQUEST NUMBER: A3A00080380001

NET AMT \$20,000.00

ACRN AA \$20,000.00
 CIN: A3A000803800010003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC			Lot	\$0.00	\$0.00

Contractor Manpower Report
FFP

In the event your company will charge a cost for this reporting, please input the cost on this line item. Log into the web at <https://contractormanpower.army.pentagon.mil> to view explanation of Contract Manpower Reporting requirements. Reference FAR Clause 52.000-4002. SEE FAR CLAUSE 52.000-4002 CONTRACTOR MANPOWER REPORTING (OCT 2005).

FOB: Destination

MILSTRIP: A3A00080380001

PURCHASE REQUEST NUMBER: A3A00080380001

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001					\$0.00

OPTION

Elevator Maintenance & Repair 1st Opt
FFP

In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

This requirement is advertised as an all or none for base and two option years. Subclins 0001AC, 1001AC, 2001AC are optional and not mandatory to quote.

Note: The contractor must submit a written Safety and Health Plan and a written HAZCOM Plan as required by OSHA.

Department of Labor Wage Determination 2005-2235 applies.

CC: 3A000 PCN: 5DRELV

COR: Mr. Ronald Ashworth (903) 334-2986

Note: Refer to clauses FAR 52.232.4059 and DFARS 252.232.7003 for Invoicing Instructions.

Authorized Personnel of Directorate for Public Works, Bldg 443, shall certify invoices in Wide Area Work Flow as to the performance work only. The Contracting Officer, Bldg 431, shall certify invoices in Wide Area Work Flow for payment.

FOB: Destination

MILSTRIP: A3A00080380002

PURCHASE REQUEST NUMBER: A3A00080380002

NET AMT

 \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		12	Months	\$1,150.00	\$13,800.00
OPTION	Monthly Elevator Maintenance FFP In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work. FOB: Destination MILSTRIP: A3A00080380002 PURCHASE REQUEST NUMBER: A3A00080380002				
				NET AMT	\$13,800.00
	ACRN AB CIN: A3A000803800020002				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		20,000	Lot	\$1.00	\$20,000.00

OPTION

Elevator Repairs Outside Maintenance
FFP

Elevator Repairs Outside the Monthly Maintenance. In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

Note: This is an estimated amount only. Only actual costs incurred will be paid. Please provide a cost breakdown to the Contract Administrator. Please provide a detailed breakdown with documentation to support your invoice.

Rates

Mechanic \$110.00 Per Hour

Helper 55.00 Per Hour

Mileage \$0.72 Per Mile

8 am to 5 pm Mon thru Fri Regular Time

Before 8 am after 5 pm and Saturday Time and One Half

Sundays and Holidays Double Time

FOB: Destination

MILSTRIP: A3A00080380002

PURCHASE REQUEST NUMBER: A3A00080380002

NET AMT

\$20,000.00

ACRN AB

CIN: A3A000803800020003

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC			Lot	\$0.00	\$0.00

OPTION

Contrator Manhours Reporting
FFP

In the event your company will charge a cost for this reporting, please input the cost on this line item. Log into the web at

<https://contractormanpower.army.pentagon.mil> to view explanation of Contract Manpower Reporting requirements. Reference FAR Clause 52.000-4002. SEE FAR CLAUSE 52.000-4002 CONTRACTOR MANPOWER REPORTING (OCT 2005).

FOB: Destination

MILSTRIP: A3A00080380002

PURCHASE REQUEST NUMBER: A3A00080380002

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					\$0.00

OPTION

Elevator Maintenance & Repair 2nd Opt
FFP

In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

This requirement is advertised as an all or none for base and two option years. Subclins 0001AC, 1001AC, 2001AC are optional and not mandatory to quote.

Note: The contractor must submit a written Safety and Health Plan and a written HAZCOM Plan as required by OSHA.

Department of Labor Wage Determination 2005-2235 applies.

CC: 3A000 PCN: 5DRELV

COR: Mr. Ronald Ashworth (903) 334-2986

Note: Refer to clauses FAR 52.232.4059 and DFARS 252.232.7003 for Invoicing Instructions.

Authorized Personnel of Directorate for Public Works, Bldg 443, shall certify invoices in Wide Area Work Flow as to the performance work only. The Contracting Officer, Bldg 431, shall certify invoices in Wide Area Work Flow for payment.

FOB: Destination

MILSTRIP: A3A00080380003

PURCHASE REQUEST NUMBER: A3A00080380003

NET AMT

 \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		12	Months	\$1,200.00	\$14,400.00
OPTION	Monthly Elevator Maintenance				
	FFP				
	Monthly Elevator Maintenance				

In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

FOB: Destination

MILSTRIP: A3A00080380003

PURCHASE REQUEST NUMBER: A3A00080380003

NET AMT \$14,400.00

ACRN AC \$0.00
 CIN: A3A000803800030002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		20,000	Lot	\$1.00	\$20,000.00

OPTION

Elevator Repairs Outside Maintenance
FFP

Elevator Repairs Outside the Monthly Maintenance. In strict accordance with Service Specification For Elevator Maintenance and Repair. See FAR Clause 52.000-4050 for Scope of Work.

Note: This is an estimated amount only. Only actual costs incurred will be paid. Please provide a cost breakdown to the Contract Administrator. Please provide a detailed breakdown with documentation to support your invoice.

Rates

Mechanic \$120.00 Per Hour

Helper 60.00 Per Hour

Mileage \$0.80 Per Mile

8 am to 5 pm Mon thru Fri

Regular Time

Before 8 am after 5 pm and Saturday Time and One Half

Sundays and Holidays Double Time

FOB: Destination

MILSTRIP: A3A00080380003

PURCHASE REQUEST NUMBER: A3A00080380003

NET AMT

\$20,000.00

ACRN AC

\$0.00

CIN: A3A000803800030003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC			Lot	\$0.00	\$0.00

OPTION

Contractor Manhours Reporting
FFP

In the event your company will charge a cost for this reporting, please input the cost on this line item. Log into the web at

<https://contractormanpower.army.pentagon.mil> to view explanation of Contract Manpower Reporting requirements. Reference FAR Clause 52.000-4002. SEE FAR CLAUSE 52.000-4002 CONTRACTOR MANPOWER REPORTING (OCT 2005).

FOB: Destination

MILSTRIP: A3A00080380003

PURCHASE REQUEST NUMBER: A3A00080380003

NET AMT

\$0.00

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	
0001AA	POP 01-SEP-2008 TO 31-AUG-2009	N/A	RED RIVER ARMY DEPOT WESLEY OWEN M/F BLDG 443 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-4443 FOB: Destination	W911RQ
0001AB	POP 01-SEP-2008 TO 31-AUG-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AC	POP 01-SEP-2008 TO 31-AUG-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001	POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination	
1001AA	POP 01-SEP-2009 TO 31-AUG-2010	N/A	RED RIVER ARMY DEPOT WESLEY OWEN M/F BLDG 443 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-4443 FOB: Destination	W911RQ
1001AB	POP 01-SEP-2009 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AC	POP 01-SEP-2009 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
2001AA	POP 01-SEP-2010 TO 31-AUG-2011	N/A	RED RIVER ARMY DEPOT WESLEY OWEN M/F BLDG 443 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-4443 FOB: Destination	W911RQ
2001AB	POP 01-SEP-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AC	POP 01-SEP-2010 TO 31-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 25713A0000A3A000803800015DRELV041117
 AMOUNT: \$33,200.00
 CIN A3A000803800010002: \$13,200.00
 CIN A3A000803800010003: \$20,000.00

AB: 97X4930.AAPP6D 25713A0000A3A000803800025DRELV041117
 AMOUNT: \$0.00
 CIN A3A000803800020002: \$0.00
 CIN A3A000803800020003: \$0.00

AC: 97X4930.AAPP6D 25713A0000A3A000803800035DRELV041117
 AMOUNT: \$0.00
 CIN A3A000803800030002: \$0.00
 CIN A3A000803800030003: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-25	Prompt Payment	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-1	Contractor Inspection Requirements	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.000-4002 CONTRACTOR MANPOWER REPORTING (Oct 2005)

(a) Scope. The following sets forth contractual requirements, and related

policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site: <https://contractormanpower.army.pentagon.mil/>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for "Research and Development: and "Other Services and Construction." The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g. direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at <https://contractormanpower.army.pentagon.mil/>:

(1) Direct Labor. Direct labor hours and the value of those hours;

(2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate of Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee

incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay/ and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates.) Either method chosen should be consistently reported.

(e) Report Exemption(s). In the rare event the contractor is unable to comply with these reporting requirement without creating a whole new cost allocation system or system of record (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements, and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly,

retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.army.pentagon.mil/>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related:

(1) Reporting to congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriated data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a report period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

The Unit Identification Code (UIC) for Red River Army Depot is W0MCAA.
(End of clause)

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.

CLAUSES INCORPORATED BY FULL TEXT

52.00-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
SCOPE OF WORK

SERVICE SPECIFICATIONS FOR
ELEVATOR MAINTENANCE AND REPAIR

C.1 SCOPE

C.1.1 **Work:** covered by these specifications consists of furnishing all necessary travel subsistence, personnel, tools, equipment, material (subject to cost limitations stated herein) and supervision for performing all operations in conjunction with inspection, maintenance and repair of all elevators, dumbwaiters and lift platforms (listed in Appendix A) in strict accordance with these specifications and subject to the terms and conditions of the contract.

C.1.2 **Bidders:** shall carefully examine these specifications and the job sites to secure additional data or information that may be required for a clear and full understanding of the work.

C.1.3 **Location:** The site of the work contemplated by the specifications is located approximately 18 miles west of Texarkana, Bowie County, Texas on U.S. Highway 82.

C.2 APPLICABLE PUBLICATIONS: The following publications of the issues listed below; but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

C.2.1 Federal Specification (Fed. Spec):

RR-W-410F Wire Rope and Strand

C.2.2 Military Specifications (Mil. Spec):

MIL-P-21035B Paint, High Zinc Dust Content, Galvanizing Repair & Am-1

C.2.3 Military Standard:

MIL-STD-248D Welding and Brazing Procedure and Performance Qualification

C.2.4 American National Standards Institute (ANSI):

A17.1-8-2007 Safety Code for Elevators, Dumbwaiters, Etc.

A17.1S-2005 Supplement

A17.2-2005 Inspection Manual for Elevators and Escalators

C.2.5 American Society for Testing and Materials (ASTM):

ASTM A36/A36M-05 Standard Specification for Carbon Structural Steel

ASTM A167-99 (2004) Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip

C.2.6 American Welding Society, INC. (AWS):

C.4.1 Corrosion Resisting Steel used shall comply with ASTM A167, Type 302 or 304, polished on side with number 4 finish. After fabrication, all exposed surfaces shall be cleaned, refinished, and scratches, pits, or other blemishes shall be removed by polishing, or grinding and polishing as required.

C.4.2 Structural Steel used shall comply with ASTM A36.

C.4.3 Traveling Cables used shall comply with NFPA No. 70.

C.4.4 Uncoated Sheet Steel used shall comply with ASTM A69, with condition and finish to suit the application. Finished surfaces of cars, panels, doors, and frames shall be formed from dull-finished, cold-rolled stretcher-leveled and resquared sheets except where corrosion resisting steel is specified.

C.4.5 Wire Rope used shall comply with Fed. Spec. RR-W-410, traction steel, of the type standard with the manufacturer.

C.4.6 Motors and Generators used shall comply with NEMA MG 1.

C.4.7 Industrial Controls and Systems used shall comply with NEMA ICS.

C.4.8 Fire Protection used shall comply with NFPA No. 70 and NFPA No. 252.

C.4.9 Welding shall comply with AWS D1.1.

C.4.10 Electrical work shall comply with NFPA No. 70.

C.4.11 Paint for repair to galvanized surfaces shall comply with MIL-P-21035.

C.5 **WORK SCHEDULE:** Within 10 calendar days following issuance of the Notice of Award, the Contractor shall submit to the Contracting Officer, a detailed and complete schedule of the dates on which all quarterly, semiannual and annual services are to be performed. Work shall be performed during the period of Monday through Thursday (exclusive of Federal holidays) between the hours of 7 a.m. and 5 p.m. (except upon specific approval of the Contracting Officer). The proposed schedule shall list the type of work to be performed, the areas to be worked and the estimated time to complete the work in each area.

C.6 **SAFETY:** The Contractor shall provide barricades and/or warning signs in areas where work is being performed when such work could be hazardous to unaware personnel.

C.7 **DEFINITIONS:**

C.7.1 Biweekly Inspections: Services performed during each 14 day period with no more than 18 days between services.

C.7.2 Monthly Inspections: Services performed during calendar months at intervals of 28 to 31 days.

C.7.3 Quarterly Inspections: Services performed during the contract period at intervals of 80 to 100 days. It is to be considered that there are four quarterly periods within the period of this contract. The Contractor shall endeavor to adhere to a 90 day schedule for the various sections. These services are subject to advance scheduling.

C.7.4 Semiannual Inspections: Services performed during the contract period at intervals of 160 to 200 days. It is to be considered that there are two semiannual periods within the period of this contract. These services are subject to advance scheduling.

C.7.5 Annual Inspections: Services performed once during the yearly contract period. The annual inspection shall be conducted during the month of September of each contract year.

C.7.6 Elevator: For purposes of defining all work involved in this specification, the word elevator shall apply to passenger and freight elevators, dumbwaiters, lift platforms, and other lifting equipment listed in Appendix A.

C.7.7 Maintenance of an elevator is the routine recurring work required to keep it in such condition that it may properly be utilized at the original capacity and efficiency, for its intended purpose.

C.7.8 Repair is the restoration of equipment to a substantially equivalent to its original or designed capacity and efficiency. Causes for repair may result from deterioration due to normal use or from damage accidentally inflicted by RRAD personnel in performance of their work duties.

C.7.9 Replacement is the act of providing new parts or components in place of those worn or damaged beyond safe repair limits. Any questionable parts or components shall be replaced rather than repaired. Cause for replacement may result from deterioration due to normal use or from damages inflicted by RRAD personnel in the performance of their work duties.

C.7.10 Service Call: Any call for repair of elevators that is not part of a regular scheduled preventive maintenance effort, safety inspections or test.

C.8 MAINTENANCE AND REPAIRS: The performance of the elevators, dumbwaiters, and lift platforms shall be verified with the Contracting Officer to determine if any malfunctions have occurred in connection with the operation of the cars or platforms since the last maintenance inspection was performed. Malfunctions shall be corrected and defective, broken or missing parts shall be repaired or replaced.

C.8.1 Bi-Weekly:

C.8.1.1 Car Operation: Elevator cars shall be operated to detect any improper operation of the car doors, hoistway doors, acceleration, leveling accuracy of floor stops, and the action of machine brakes. Proper operation of the retractable door edges shall be checked. Car station and call buttons shall be checked, and damaged switches, burned out lamps and broken buttons repaired. Burned out bulbs in the elevator lighting system shall be replaced. The replacement bulbs shall be furnished by the Contractor and shall be of the type and size consistent with manufacturer's recommendations.

C.8.1.2 Controller and Selector Panels: The operation of all control relays, contactors and other devices shall be checked for proper sequence. Where contacts are exposed to excessive current, circuits shall be checked, over current corrected and burned contacts replaced. Magnetic coils, relays and contactors shall be visually inspected with special attention to the coils of relays that are continuously energized. Coils that have brittle insulation or cracked binders shall be replaced. The floor selector shall be inspected and checked, adjusted as necessary, and lightly lubricated.

C.8.1.3 Brakes: The brake plunger shall be examined and adjusted so that it is free and operates to the full extent of its travel. Clearances between the brake shoes and drum shall be maintained at a minimum. Brake contacts shall be examined for wear and adjusted or replaced as needed. Brake drum pulley shall be cleaned. Loose material shall be prevented from catching between the drum and brake shoes.

C.8.1.4 General Cleaning: The hoisting machine and generator shall be wiped down. Excessive heat, unusual noises and any oil leakage shall be corrected. Copper or carbon dust on the control relay panels shall be removed.

C.8.1.5 Motors, Regulators and Generators: Brushes shall be maintained so that they are free to move in their holders and make good contact with the commutator. Brush spring tension shall be checked and worn brushes shall be replaced with new brushes of the same size and grade. Carbon dust shall be cleaned from the brush holders and insulators. Commutators shall be wiped clean (use of sandpaper not allowed). If the carbon dust cannot be entirely

removed from the commutator by wiping, the undercut slots shall be cleaned. Shorted conditions between the commutator bars shall be corrected. Commutator shall be maintained in an oil free condition.

C.8.1.6 Oil Collection Container: The oil collection container shall be emptied during each maintenance inspection to prevent oil from leaking into the pit.

C.8.2 Monthly:

C.8.2.1 Governors: With the power isolated from the controls, the governor shall be tripped by hand to verify that the mechanisms operate freely. Pins, bolts, and anchors shall be checked and tightened as needed and broken items replaced. Over-speed safety switch contacts shall be examined cleaned checked for proper operation, and adjusted or replaced as needed. Governor shafts and bearings shall be lubricated and adjusted and worn parts replaced.

C.8.2.2 Car Door Operators: Door operator motors shall be examined and cleaned. Moving parts connected to the door operators shall be examined and cleaned, loose screws or bolts tightened, and worn pins and bearings replaced. Door jibs shall be moved and cleaned if they bind in the threshold groove.

C.8.2.3 Retiring Cam: Retiring cams shall be examined for worn pins and bearings, loose bolts and missing lock rings. Clearances between the cam and door switch lever rollers shall be checked and adjusted as needed for proper operation.

C.8.2.4 Wire Ropes and Fastenings: Steel and iron wire ropes and fastenings on the car, counterweight, and governor shall be examined. Ropes that have broken wires will require close examination. Ropes shall be replaced as directed. Notify the Contracting Officer of adjustments made and of unsafe conditions found within 24 hours of discovery. The tension of hoist and compensation roped shall be checked and adjusted if needed to ensure consistency.

C.8.2.5 Traveling Cables: Traveling cables shall be examined evidence of wear or signs of rubbing against any operation beams, walls, or car platforms. Worn spots shall be covered with electrical tape to prevent further damage. Remedial action shall be taken to prevent the cables from rubbing. The cable loop shall be adjusted to striking the pit floor and to ensure that the loop travels through the hoistway without any twisting motion or interference.

C.8.2.6 Counterweights and Compensators: Clearance of the counterweight at the buffer shall be inspected and adjusted with the car stopped at the top floor landing; Clearance between the compensator and the pit floor shall be checked to determine if the ropes on either the counterweight or the compensator need shortening. Compensating sheave and sheave bearings shall be examined and adjusted as needed.

C.8.3 Quarterly:

C.8.3.1 Hoisting Machine: Remedial action shall be taken if cutting of the drive sheave or secondary sheave is occurring. The hoisting ropes shall be lightly lubricated and other corrective action taken to ensure proper operation of the hoisting mechanisms. The prescribed oil level shall be maintained in the gear housing.

C.8.3.2 Door Interlocks: Each hoist way door shall be tested by pulling from the corridor side while the car is in motion to verify that the doors are securely locking and that the car does not stop because of an interrupted door contact circuit. The door contact circuit shall be tested at the control panel (using ohmmeter) for grounds and high resistance shorts. Door interlocks shall be inspected to verify that there are no loose, broken, or missing parts. Door interlock components shall be adjusted or replaced as needed for proper operation.

C.8.3.3 Guide Shoes and Roller Guides: Operation of the guide shoes or roller guides shall be observed. Worn nylon or molydisulphide jibs and any worn or eccentric wheels shall be replaced.

C.8.3.4 Retractable Safety Door Edge: Moving parts of retractable door edge shall be examined for loose, broken, missing or worn screws, bolts, pins, bearings cams and rollers. The trail cable shall be inspected for wear and adjusted to prevent rubbing on any other parts when the door is operated. Operation of the door edge contacts and switches shall be checked and adjusted or replaced as needed for proper operation.

C.8.3.5 Hydraulic Oil Holding Tanks: The platform or car shall be operated in both directions and the oil level observed at each extreme on the gauge. Oil shall be added as required when levels are observed to be low. Replacement oil shall comply with the following specifications:

SCHEDULE OF SUITABLE REPLACEMENT OILS

Company	Product	Viscosity (SSU) 100° F	Viscosity (SSU) 210° F	Viscosity Index	Pour	API Gravity
Texaco	Rando A	150	44	99	-20° F	29
Exxon	1 st Terreso 43	150	43.8	113	-20° F	32.5
Mobil	DTE 24	150	44	95	-20° F	31
Shell	1 st Tellus 27	150	42.7	98	-20° F	30.6
Shell	2 nd Turbo 27	150	42.7	98	-20° F	30.6
Arco	Rubilene Extra- Light	150	43	95	-20° F	30.5

NOTE: Other oils of equal or better specifications may also be used if compatible. Contractor shall provide MSDS for all chemicals, oils and fluids used in accordance with this contract.

C.8.3.6 Cylinder Packing Gland: The cylinder packing gland shall be examined for leakage and packing tightened as needed to prevent leaks. Packing shall be replaced when leakage cannot be corrected by tightening the gland.

C.8.3.7 Hydraulic Pump Unit: The pump and motor shall be wiped clean. Bearing surfaces shall be checked for excessive heat and unusual noises while the pump unit is running, and shall be adjusted or repaired as needed for proper operation. Oil leakage at the pump or in the piping system shall be corrected.

C.8.4 Semiannual:

C.8.4.1 Controller: Each contactor and relay shall be operated by hand with the main line switch disconnected. Control relays shall be adjusted to assure wiping action across the contacts. Loose rivets shall be replaced and loose screws tightened; air gap shall be adjusted (if excessive) and relay movement checked for friction. The hinge pins and stop plates shall be inspected and replaced when worn. Shunts shall be inspected and replaced where frayed or indications are that the shunts might soon fail. Wire terminals shall be checked for tightness, including those connected to overload relays. Nuts and bolts which hold resistance grids shall be tightened as needed. Contacts of relays such as overload relays, reverse phase relays, and protective relays shall be cleaned and checked for proper operation and replaced as needed.

C.8.4.2 Slow Down and Limit Switches: Covers shall be removed, switch boxes cleaned, contacts examined, cleaned, and adjusted as needed. Moving parts shall be maintained free from friction and noisy operation. Setting of slow down switches shall be accomplished by operating the car into a terminal landing. Corrections shall be made if slow down control settings are insufficient or if the car moves past the terminal landing.

C.8.4.3 Hoistway Door Equipment: Grease and dirt shall be cleaned from the hanger tracks and the tracks lubricated. Thrust rollers shall be checked and adjusted as needed for proper operation. Grease shall not be applied to the door interlock bridge contacts. Hanger fastenings shall be examined to verify that all parts are securely fastened. Door jibs shall be checked and worn jibs replaced. Door arms shall be checked for loose, broken, cracked, missing, or worn pins, bolts, and castings.

C.8.4.4 Hoistway: Hoistway equipment such as secondary sheaves and beams, car and counterweight guide rails and brackets, limit switches and their brackets, supporting beams, counterweight, car top, car sides and safety mechanisms shall be cleaned and dirt on the car bottom or the pit floor shall be removed. Loose rail bracket bolts shall be tightened. Ropes and rope fastenings and the hoistway conduit shall be adjusted as the cleaning operation progresses along the hoistway. Car sling shall be checked for loose, worn, or missing bolts, car steadying plates, and brackets and corrections made as needed. Rail lubricator pots and wicks shall be cleaned and filled.

C.8.4.5 Hydraulic Elevators and Lifts: The hydraulic elevators and lifts shall receive semi-annual inspection and tests by the Contractor as outlined in Section 1004 of ANSI A17.1A-2007 and as described in Division 200 of ANSI 17.2-2007. All Deficiencies revealed during these tests shall be corrected by repair or replacement as appropriate. The semi-annual inspection and tests shall be conducted during the months of September and March of each contract year.

C.8.5 Annual:

C.8.5.1 Oil Buffers: Oil buffer plungers shall be cleaned and the oil level maintained as measured by the attached gauge. Spring return plunger shall be tested and adjusted to return to its top position when released. If the buffer is equipped with a switch, it shall be checked for proper operation and contacts cleaned.

C.8.5.2 Machine Brake: Brake plunger shall be removed, plunger and sleeve cleaned with solvent, and any roughness on the surface shall be corrected using emory cloth. If the brake sleeve is worn to the extent that the brake plunger rubs on the coil housing, the sleeve shall be replaced. Linings which are worn or oil soaked shall be replaced. Rivets holding the linings to the brake shoes shall be tightened or replaced to ensure no rubbing against the brake drum. The ball sockets or pins shall be cleaned and lubricated when re-installed.

C.8.5.3 Dumbwaiters: The dumbwaiter shall receive annual inspections and tests by the Contractor as specified in Rule 1010.4 on ANSI A17.1-8-2007. Any deficiency revealed during these tests shall be corrected by repair or replacement as required.

C.8.5.4 Hydraulic Elevators and Lifts: The hydraulic elevators and lifts shall receive annual inspections and tests by the Contractor as specified in Rule 1005 A17.1-8-2007. Any deficiency revealed during these tests shall be corrected by repair or replacement as required. The three and five year inspections and tests described in Section 1005 shall be conducted as prescribed.

NOTE: System working pressure at rated load is unknown. These pressures must be determined (and submitted) by the Contractor from cylinder size or by gauging the pressure while lifting the rated load.

C.9 SAFETY INSPECTION and TEST

C.9.1 Electric Elevators or Dumbwaiters: All new installations and those on which major alterations have been performed shall be inspected and tested by the Contractor to determine their safety and compliance with the requirements of the Code per Section 1003 of ANSI A17.1-8-2007. The elevator/dumbwaiter shall comply fully with the requirements of Section 1003 before being placed into service.

C.9.2 Hydraulic Elevators and Lifts: All new installations and those on which major alterations have been performed shall be inspected and tested by the Contractor to determine their safety and compliance with the

requirements of the Code per Section 1006 of ANSI A17.1-8-2007. The elevator/lift shall comply fully with the requirements of Section 1006 before being placed into service.

C.9.3 Wire Rope Replacement: After the hoisting or governing ropes are replaced on any elevator, a full rated load safety test shall be conducted by the Contractor. All applicable sections of the Code shall be complied with prior to placing the elevator into service.

C.9.4 Test Weights: Test weights shall be the sole responsibility of the Contractor and shall be provided and handled by same.

C.10 SERVICE CALLS:

C.10.1 Service Calls: If service calls are necessary, the Contractor shall respond within 12 hours. The Government reserves the right to contract with other sources for repairs, and to charge the Contractor for the cost whenever the 12 hour time limit is not satisfied. The Contractor shall provide emergency service after normal working hours, 7 days per week, including holidays. The Contractor shall furnish to the Contracting Officer and COR, a list of telephone numbers and names of qualified maintenance personnel and company officials who can be contacted to respond to an emergency after normal working hours.

C.10.2 Repairs: If a unit requires repairs that cannot be accomplished and return the unit to service within 4 hours, the Contractor shall request that the Contracting Officer or COR schedule and outage for the period of time required to accomplish the repairs or replacement of parts.

C.11 PAINTING: Touch-up painting shall be performed on an as needed basis. Damaged galvanized coatings shall be repaired by the application of high zinc-dust content paint.

C.12 CLEAN-UP: The Contractor shall be responsible for the general cleaning of spaces that house the elevator equipment. General cleaning shall include the removal of debris, dust, dirt, and other materials from any space utilized or maintained by the Contractor.

C.13 HAZARDOUS CONDITIONS: If the Contractor discovers any hazardous or unsafe conditions existing with any of the elevator systems, the Contractor shall immediately notify the Contracting Officer or COR of the condition and the exact location of the condition.

C.14 DEFECTIVE PARTS: All defective parts replaced by the Contractor shall be the property of the Contractor. The Contractor shall be responsible for the disposal of such parts.

C.15 WASTE DISPOSAL:

C.15.1 Disposal of Non Hazardous Waste: The Contractor shall be responsible for the disposal of all non hazardous waste and materials generated as part of providing the services prescribed in this contract.

C.15.2 Disposal of Hazardous Waste: Any hazardous wastes or materials generated under this contract shall be coordinated with the Environmental Division of the Directorate of Public Works at RRAD. Any fluids generated during the maintenance of the elevator shall be properly collected and disposed in accordance with RRAD regulations.

C.16 TERMS of CONTRACT

C.16.1 Payment: Payment for the work covered under these specifications and all costs in connection therewith shall be included in the unit price schedule. Payment for preventive maintenance, safety inspections and tests shall be made in twelve (12) equal payments for a one (1) year period beginning 30 days after the Notice of Award, as outlined in Item 000*AA of the Unit Price Schedule for the appropriate contract year.

C.16.2 Material costs of less than \$500.00: Each service call resulting in the repair or replacement of defective, damaged, or worn parts costing less than \$500.00 shall be the sole responsibility of the Contractor. This \$500.00 limitation shall apply only to the total material costs involving each individual effort to repair or service each elevator, dumbwaiter, or lift platform and shall not be accumulative from job to job.

C.16.3 Material costs of more than \$500.00: The repair or replacement of defective, damaged, or worn parts costing more than \$500.00 shall be the sole responsibility of the Government and will be accomplished in the manner considered to be in the best interest of the Government as determined by the Contracting Officer. The Contractor shall respond to each service call and shall submit a written notification, including a current catalog price list showing the cost of materials for items to be replaced, to the Contracting Officer whenever the total cost for any individual effort to repair or service any individual elevator, dumbwaiter, or lift platform may reasonably be expected to exceed \$500.00. Payment will be made to the Contractor as authorized by the Contracting Officer, for all additional labor and material costs required accomplishing this type of repair. Payment will be made to the Contractor for his travel time when he leaves his shop and mileage. It will be the sole responsibility of the contractor for any other related travel cost and living expenses associated with this type of repair.

**APPENDIX A
SCHEDULE of ELEVATORS**

Bldg	Location	Type	Capacity	Manufacturer	ID Number
315	North End	Freight**	4,000 Lbs	Esco	FC-7467
321	Center	Freight**	20,000 Lbs	Esco	FC-7464
345	East	Freight**	40,000 Lbs	Esco	FC-7466
345	West	Freight**	40,000 Lbs	Esco	FC-7465
595	West	Passenger**	2,500 Lbs	Esco	FC-82-5843
345	Center	Passenger	2,500 Lbs		
15	South	Passenger	2,500 Lbs		

** Hydraulic

52.000-4957 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SERVICES (Jan 2008)

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

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

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

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

*Required Fields in WAWF

[X] Invoice as 2-in-1 (Services only)

[X] Contractor CAGE Code*

[X] Pay D0DAAC*: HQ0303

[X] Issue DoDAAC: W911RQ

[X] Admin D0DAAC*: W911RQ

[X] Service Acceptor D0DAAC*: W911RQ

[X] Contracting Officer*: W911RQ

**Contractor: WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”.
The following E-Mail address MUST be input in order to prevent delays in processing:**

Contract Administrator: PATRICIA G. HEMBREE

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 status of your payment.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Centralized Customer Service Contact Center at 1-800-756-4571. Please have your order number and invoice ready when calling about payment status.

(End of Statement)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of James P. Tidwell, Director of Contracting, Red River Army Depot and shall not be binding until so approved.

(End of clause)

52.204-4058 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or
- (3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

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

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

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

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

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

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

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

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

(4) [Removed].

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

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

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

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

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

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

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

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

- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- _X_ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
- _X_ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _X_ (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).
- _X_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (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) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (29)(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.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (31) 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).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 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)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (40)(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.)
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

52.212-4034 HOLIDAY CLOSING

Red River Army Depot will be closed during the period between Christmas Eve and New Year's Day, 24 Dec 07 through 1 Jan 08. Contractors must plan and price their work and deliveries to reflect this closure.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Series 5301 Industrial Equipment Maintenance Mechanic WG-10 \$19.73

(End of clause)

52.222-4029 WAGE RATES

The attached schedule of Wage Rates No. 2005-2235 was authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov>.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4026 SCHEDULE OF REQUIRED INSURANCE

(i) Workmen's compensation and employer's liability insurance in compliance with applicable state statutes, with a minimum employers liability coverage of \$100,000.00.

(ii) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000.00 per occurrence. No property damage liability insurance is required.

(iii) Comprehensive automobile insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$20,000.00 per accident for property damage.

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 Columbus
DFAS-Rock Island / JAIQBAC
ATTN: Rock Island
PO Box: 182316
Columbus, OH 43218-2316

52.236-4030 LOCAL RULES AND REGULATIONS

The contractor, all subcontractors, and suppliers shall be governed by police regulations on the installation. The following local rules and regulations will be strictly complied with:

- (a) Employment of Labor:
 - (i) Security regulations
 - (ii) Passes and badges
- (b) Traffic:
 - (i) Designated routes
 - (ii) Passes
 - (iii) Insurance
 - (iv) Parking regulations
- (c) Highway barricades and warning signs
- (d) Safety
- (e) Temporary structures
- (f) Fire prevention and protection
- (g) Utilities

52.236-4031 SECURITY REGULATIONS

- (a) All contractors, subcontractors, and their employees are respons-

ible for complying with the following regulations:

(i) Items forbidden on the depot include "strike anywhere" matches, alcoholic beverages, narcotics, photographic equipment, unauthorized tools, firearms, explosives and illegal knives (stilettoes, switchblades, hook blades, and blades over three inches in length).

(ii) Personnel will not retain passes and badges upon job completion or termination, enter depot in an intoxicated condition, fight, gamble, picket, or create a disturbance. Failure to return badges will cost your firm \$50.00 per badge.

(iii) Contractor will ensure that all contractor employees comply with all applicable fire, safety, and security requirements and adhere to all applicable state and federal labor laws and regulations.

(b) General Instructions:

(i) All depot traffic regulations will be observed.

(ii) Predetermined work routes will be followed with no deviation.

(iii) All personal vehicles and containers are subject to search and confiscation of unauthorized items while on the depot (with or without presence of owner).

(iv) Notorious misconduct off the depot may be sufficient grounds for denying entrance to the depot.

(v) POV'S must have a minimum insurance coverage and state inspection sticker, in accordance with Texas State Laws.

(vi) All personnel will adhere to all depot fire, safety, security, and other applicable regulations.

52.236-4032 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

(a) The contractor shall furnish all personnel and material necessary for the prevention of accidents, injury or damage to employees or equipment while operating on a Federal reservation. Also includes personnel and equipment necessary for the prevention of accidental damage to Government property, Federal employees or other U.S. Government contractor personnel.

(b) The contractor and his employees to include subcontractors and their employees, will comply with all Federal, state and local laws pertaining to traffic safety and safety of public rights of way. In addition, the contractor or his authorized agent will comply with the Occupational Safety and Health Act Parts 1910 and 1926, the U.S. Army Engineer Manual 385-1-1, Army Regulations, Red River Regulations 385-1, and the Uniform Code of Traffic Control Devices.

(c) Each contractor shall have a written contractors safety program and policy. In cases where the subcontractor has a written regulation for its employees, a copy of that regulation will be forwarded to the contractor for forwarding to the Contracting Officer, prior to commencement of work.

(d) Subcontractors and Employees. Each subcontractor shall be considered a contractor employee for purposes of this section.

(e) Warning signs, barricades, and detours. The contractor shall furnish and erect adequate warning signs, flashing lights, and barricades to properly control traffic movements around or through the construction site. The contractor shall provide and maintain any detours or crossovers necessary for the safety and convenience of traffic.

(f) Contractor and Employee Vehicles. Contractor vehicles must meet with current state safety regulations and an appropriate sticker affixed in the lower left corner of the windshield. Vehicles not meeting the state

safety codes will not be allowed on RRAD. Those which have a safety inspection expire while on RRAD will be removed and properly recertified NLT 15 days prior to the expiration date. Vehicles found to be out of inspection date will be ordered off of the depot and the contractor decal removed. Vehicles found by RRAD Safety personnel to be unsafe for RRAD operations will be brought to the attention of the contractor who will either repair the vehicle or remove it.

(g) Contractors are responsible for their employees' conduct and their vehicles. Employees with unsafe vehicles will be required to remove them from RRAD until they can be repaired.

(h) Accidents, other than minor first aid injuries, will be reported directly to the RRAD Safety Office at 2115 during duty hours. These are reportable on a Department of Army Form 285 when they occur on U.S. Federal property. The RRAD Safety Office will assist in the preparation of all accident reports at no cost to the contractor.

(i) The Contracting Officer will notify the contractor in writing of any observed non-compliance with the foregoing provisions. The contractor shall, after receipt of such notice, immediately take corrective action. The Safety Manager may make direct contact with a contractor or his authorized representative for conditions of imminent danger to life or U.S. Government property. In such cases, the Contracting Officer will be immediately notified. In cases which have the potential for embarrassment to the U.S. Government, or Red River Army Depot, the Contracting Officer will notify the contractor verbally to be followed up by a written report of the situation and the action to be taken to correct it. If the contractor fails or refuses to promptly take corrective action, the Contracting Officer will issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

52.236-4033 FIRE PREVENTION AND PROTECTION

The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the installation fire marshall for use of open flame devices, such as: blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment in, or within 15 feet of buildings. The contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

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):

<http://www.acp.osd.mil/dp/dars/dfar>

<http://www.arnet.gov.far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

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

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

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

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

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

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

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

(4) X 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)