SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: A3A50023240001

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
W911RQ-13-P-0027-P00001	20-Nov-2012			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE W911RQ

RED RIVER ARMY DEPOT
DIRECTORATE FOR CONTRACTING
100 JAMES CARLOW DRIVE BLDG 431
TEXARKANA TX 75507-5000

TEL:
FAX:

10. THIS ACQUISITION IS

[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SB
[ ] HUBZONE SB
[ ] 8(A)
[ ] SVC-DISABLED VET-OWNED SB
[ ] EMERGING SB

SIZE STD: 7.0M NAICS: 811310

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION

[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE W911RQ

RED RIVER ARMY DEPOT
TONY COLE
M/F BLDG 184
100 JAMES CARLOW DRIVE
TEXARKANA TX 75507-5000

16. ADMINISTERED BY CODE W911RQ

JAY OLIVER
PHONE: 903-334-2134
FAX: 903-334-2265/2541
JAY.S.OLIVER.CIV@MAIL.MIL
TEXARKANA TX 75507-5000

17a. CONTRACTOR/OFFEROR CODE 0FNC5

NATIONAL SWITCHGEAR SYSTEMS, INC.
STEVE WITCHER
649 FRANKLIN ST
LEWISVILLE TX 75057-2301

TEL. 903-780-3844

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE CRCARD

CRCARD
PAYMENT TO BE MADE BY
GOVERNMENT WIDE COMMERCIAL
PURCHASE CARD OR CHECK.
TEXARKANA TX 75507-5000

[ ] 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 [ ] 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)

$2,396.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 **COPIES**

[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: QT TO TONY COLE

29. AWARD OF CONTRACT: REFERENCE

[ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Joyce M. Brown

31c. DATE SIGNED

21-Nov-2012

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

Joyce M. Brown / Contracting Officer

TEL: 903-334-4605 EMAIL: joyce.m.brown74.civ@mail.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
	SEE SCHEDULE				

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

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	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

SCOPE OF WORK
TROUBLE SHOOT TRANFER SWITCH AT BLDG 184
SIO# 55053
RED RIVER ARMY DEPOT

SW-1 General: The Contractor will furnish all services, materials, supplies, plant, labor, equipment and superintendence as required in connection with the execution of the service identified within the Task Order located at Bldg 443, 100 Main Drive, Texarkana, Texas 75507.

SW-2 Service: Services under this task order consist of trouble shooting transfer switch at bldg 184.

A. Contractor will trouble shoot transfer switch at bldg 184 for the computer room and emergency generator per COR. COR is Tony Cole 903-334-2920.

SW-3 APPROVAL OF MATERIALS: Prior to ordering materials, the Contractor will send material submittals to the Contracting Officer's Representative for approval.

SW-4 SAFETY REQUIREMENT: All OSHA Rules and Regulations apply to this project as well as local safety regulations.

SW-5 ON SITE VISIT: The Contractor is encouraged prior to submission of bid, to visit RED RIVER ARMY DEPOT, Bldg 184, during normal working hours to satisfy him/herself as the scope of work be accomplished. The contractor's failure to comply with this provision will in no way relieve them of performing the work required under this contract. It is requested that the contractor verbally advise the Contracting Officer's Representative at least twenty-four (24) hours in advance of his/her planned visit.

SW-6 SPECIAL REQUIREMENTS:

A. Utilities outages will be minimized.
   1. All utility outages will be approved by the Contracting Office's Representative in writing prior to disruption of utilities.
   2. Contractor will submit a proposed schedule of outages showing as a minimum: dates of outages, duration of outages and type of outages.
   3. All utility outages required by the Contactor to accomplish his work will be schedule a minimum of 14 calendar days in advance.

B. Time requirements for completion:
   1. **Start Work: The contractor will start work 14 calendar days after he/she receives** notification to proceed.
   2. Completion of Work: The contractor will complete work within 30 calendar days after he/she receives notification to proceed.
   3. Contractor will notify Government 7 days in advance of construction requiring movement of material from adjacent areas.

C. Normal hours of work will be from 6:15 AM until 4:45 PM, Monday thru Thursday (excluding holidays), unless Contracting Office's Representative specifically approves other hours.

D. Salvageable Material: All demolished material will be removed from the Depot by the Contractor.

SW-7 MSDS REQUIREMENTS: Contractors using supplies and/or materials will be required to have the Material Safety Data Sheet (MSDS) available on the job site at all times while work is in progress. In accordance with Local Regulation RRAD-R 385-26 (Hazard Communication Program), and the OSHA reference 29 CFR 1910.1200 (g) (11).

SW-8 ELECTRICAL REQUIREMENTS: All contractors performing electrical work will be performed in a safe manner and in accordance with the latest National Electrical Code, Red River Army Depot Regulations, and Government Regulation 420-1 and performed by a licensed electrician.

SW-9 PLUMBING REQUIREMENTS: All contractors performing plumbing work will be performed in a safe manner and in accordance with the latest national Plumbing Code and Red River Army Depot Regulations and performed by a licensed plumber.

SW-10 SIGNS REQUIREMENTS: Signs will be located at all entrances of the work site by the contractor, they will be supplied by the Government.

TECHNICAL PROVISIONS
SECTION 2A
SPECIAL PROVISIONS

1. GENERAL: This section covers special contract requirements, not specifically defined elsewhere on the contract drawings or other sections of these specifications, which are manifestly necessary to carry out the intent of the drawings and specifications.

2. COORDINATION OF WORK

2.1 The Contractor will execute work so as to interfere as little as possible with normal functioning of existing buildings or operation, including operations of utility services, fire protection systems and building equipment.

2.2 Safety and Occupational Health requirements are included in the 'Special Contract Requirements' provided elsewhere in the contract document. Contractor will become familiar with and will demonstrate full compliance with all safety requirements specified in OSHA Parts 1910 and 1926, U. S. Army Engineer Manual 385-1-1, Army Regulations and Red River Regulations.

2.3 Buildings occupied during performance of work: Contractor will take all measures and provide all material necessary for protecting existing equipment, property, and ongoing operations in affected areas of construction against dust and debris.

3. APPROVAL OF MATERIALS AND EQUIPMENT: Before starting installation of any material, the Contractor will submit to the Contracting Office's Representative for approval, complete lists of materials and equipment to be incorporated in the work. The lists of materials and equipment will be supported by sufficient descriptive material, such as catalogs, cuts, diagrams and other date published by the manufacturer, to demonstrate conformance to the specification requirements; catalog numbers alone will not be acceptable.

4. UTILITIES:

4.1 The Government will provide the Contractor, from existing outlets and supplies, all reasonalby required amounts of utilities, as determined by the Contracting Office's Representative. The contractor will carefully conserve utilities furnished without charge. The contractor, at his own expense and in a workmanship manner satisfactory to the Contracting Office's Representative, will install and maintain all

necessary temporary connections and distribution lines and will remove the same prior to final acceptance of the construction.

5. HOURS OF WORK:

5.1 Normal hours of work during the contract period will be identified to the hours worked by the Contracting Office's Representative specifically approves other hours. However, if the Contracting Office's Representative work schedule is altered during the contract period, the Contractor will adjust his work schedule accordingly.

6. WARRANTY OF CONSTRUCTION:

6.1 General: In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, materials or design furnished, or workmanship performed by the contractor or any of his subcontractors or suppliers at anytime. The warranty will continue for one year from the date of the final acceptance of the project. Under this warranty, the contractor will remedy at his own expense any damage to Government owned or controlled real or personal property, when that damage is the result of the contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or the terms of this clause. The contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

6.2 Notification and Compliance: Within a reasonable time the Government will notify the contractor in writing after the discovery of any failure, defect, or damage. The failure of the contractor to remedy any defect, or damage described in these specifications within a reasonable time after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

6.3 Expressed Warranty: In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers' and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Government, be enforced by the contractor for the benefit of the Government. The Contractor will obtain any warranties that the subcontractors, manufacturers, or suppliers would give in normal commercial practice. If so directed by the Contracting Office's Representative, the contractor will require any such warranties to be executed in writing to the Government.

6.4 Latent Defects: The warranty specified herein will not limit the Government's rights under the Inspection and Acceptance Clause of this contract with respect to latent defects, gross mistake, or fraud.

_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$2,396.00	$2,396.00

TROUBLE SHOOT TRANSFER SWITCH AT BLDG 184 FOR COMPUTER ROOM.
FFP
CONTRACTOR NEEDED TO TROUBLE SHOOT TRANSFER SWITCH FOR THE COMPUTER ROOM AND EMERGENCY GENERATOR AT BLDG 184 IN STRICT ACCORDANCE WITH ATTACHED SOW. CONTRACTOR SHALL PROVIDE ALL LABOR, TRAVEL, EQUIPMENT, AND TRANSPORTATION REQUIRED TO TROUBLESHOOT TRANSFER SWITCH IN BUILDING 184.
CONTRACTOR SHALL PROVIDE A DETAILED INVOICE OF ALL WORK AFTER COMPLETION. GOVERNMENT WILL ONLY PAY FOR ACTUAL LABOR HOURS WORKED. ESTIMATED LINE ITEM COST SHALL NOT BE EXCEEDED WITHOUT PRIOR APPROVAL FROM CONTRACTING OFFICER.
RED RIVER ARMY DEPOT POC FOR THIS ACTION IS TONY COLE AT 903-334-2920.

FOB: Destination
PURCHASE REQUEST NUMBER: A3A50023240001

NET AMT $2,396.00

ACRN AA $2,396.00
CIN: A3A500232400010001

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	02-DEC-2012	1	RED RIVER ARMY DEPOT TONY COLE M/F BLDG 184 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-2920 FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D 25713A5000A3A50023240001001J1H041117
AMOUNT: $2,396.00
CIN A3A500232400010001: $2,396.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001-2008 REGISTERED (Jan 2010)
Red River Army Depot, an ISO 9001-2008 registered industrial complex, is committed to quality.

52.000-4957 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SERVICES (Jan 2012) (TACOM)

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. They can be reached at 1-866-618-5988 or 1-801-605-7095. 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 "Link to RRAD's Procurement" on the lower right. 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.

All codes are required for proper processing.

[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] Inspect by D0DAAC: W911RQ

[X] Service Acceptor D0DAAC: W911RQ

[X] Contracting Officer: W911RQ

******Leave the LPO field blank. Entries in this field may delay processing.******

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: jay.s.oliver.civ@mail.mil

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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__X__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(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.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (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.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

__X__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

__X__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__X__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(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.

__X__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

_____(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

____ (ii) Alternate I (Mar 2012) of 52.225-3.

____ (iii) Alternate II (Mar 2012) of 52.225-3.

____ (iv) Alternate III (Mar 2012) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 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)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X__ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

___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) (Sep 2009) (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 (Sep 2009) (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) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (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 this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

52.222-4029 WAGE RATES (Jul 2005)
The attached schedule of Wage Rates No. 05-2235 REV 13 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.

52.222-4089 HOURS OF WORK (Apr 1994)
The hours of work on this contract will be from 07:00 AM until 17:00 PM, MON-FRI (except holidays), unless other hours are specifically approved by the Contracting Officer.

52.223-4001 ENVIRONMENTAL MANAGEMENT SYSTEM (Jul 2007)
RRAD has implemented an Environmental Management System (EMS), which is based on ISO-14001, and is concerned about environmental issues. RRAD desires to conduct its business operations in an environmentally sound manner. Relevant significant aspects will be communicated to contractors (including those used for outsourcing) and suppliers through the bid package where applicable. RRAD expects its suppliers and contractors to provide, at the same quality and price, products and services that have the least environmental consequence of all available options.

Wherever possible, where a supplier's product is causing a significant environmental aspect at RRAD, RRAD will communicate to that supplier that they should select the available option that minimizes the potential environmental impact of that product. Any contractor with plans to be working six months or longer at RRAD must receive EMS awareness training and information on operational controls where applicable. This training is thirty minutes in duration and will be provided by RRAD. A copy of the RRAD Environmental Policy can be viewed on the Depot Website via the Internet.

52.236-4031 SECURITY REGULATIONS (Apr 1994)

(a) All contractors, subcontractors, and their employees are responsible for complying with the following regulations:

(1) 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).

(2) 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.

(3) 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:

(1) All depot traffic regulations will be observed.

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

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

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

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

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

52.236-4032 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS (Jan 2010)

(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, should be reported to the COR and/or Contract Administrator who will inform Safety as appropriate. These are reportable on a Department of Army Form 285 when they occur on U.S. Federal property. .

(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 (Apr 1994)

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.

52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) (FEB 2007) (TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil/. The required information includes the following:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

(2) Contract number, including task and delivery order number;

(3) Beginning and ending dates covered by reporting period;

(4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;

(5) Estimated direct labor hours (including sub-contractors);

(6) Estimated direct labor dollars paid this reporting period (including sub-contractors);

(7) Total payments (including sub-contractors);

(8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

(9) Estimated data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

52.246-4001 INSPECTION AND ACCEPTANCE (Apr 1994)

Red River Army Depot
Texarkana, Texas

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

(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) __X__ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) __X__ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

12) ____ 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

13)(i) ____ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

(15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUN 2012) of 252.225-7036.

(iii) ____ Alternate II (JUN 2012) of 252.225-7036.

(iv) ____ Alternate III (JUN 2012) of 252.225-7036.

(v) ____ Alternate IV (JUN 2012) of 252.225-7036.

(vi) ____Alternate V (JUN 2012) of 252.225-7036.

(17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) ____ 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).

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) __X__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) __X__ 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.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

H2. INSURANCE (Fixed Price Contract)

Pursuant to the requirements of the contract clause titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of $100,000.

b. Comprehensive General Liability Insurance in the minimum limit of $500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury, and a minimum limit of $20,000 per occurrence for property damage.