

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|---|-------------------------------------|---|---|-------------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91QUZ-07-D-0010 | 2. DELIVERY ORDER/ CALL NO. D7C9 | 3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Jul 26 | 4. REQ./ PURCH. REQUEST NO. AE300021780001 | 5. PRIORITY |
|---|-------------------------------------|---|---|-------------|

| | | | | |
|---|----------------|---|----------------|---|
| 6. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 JAMES CARLOW DRIVE BLDG 431 TEXARKANA TX 75507-5000 | CODE W911RQ | 7. ADMINISTERED BY (if other than 6) CHRIS MATTHAI PHONE: 903-334-2035 FAX: 903-334-2265/2541 CHRISTOPHER.J.MATTHAI.MIL@MAIL.MIL TEXARKANA TX 75507-5000 | CODE W911RQ | 8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) |
|---|----------------|---|----------------|---|

| | | | | |
|---|---------------|----------|---|---|
| 9. CONTRACTOR IRON BOW TECHNOLOGIES, LLC ERIC MALDONADO NAME AND ADDRESS 4800 WESTFIELDS BLVD STE 300 CHANTILLY VA 20151-2299 | CODE 55RC1 | FACILITY | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | 11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED |
| | | | 12. DISCOUNT TERMS Net 30 Days | |
| 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 | | | | |

| | | | | |
|---|----------------|--|----------------|--|
| 14. SHIP TO RED RIVER ARMY DEPOT DONNA WIEDEMANN M/F BLDG 184 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 | CODE W911RQ | 15. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316 | CODE HQ0303 | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. |
|---|----------------|--|----------------|--|

| | | | |
|-------------------|----------------|-------------------------------------|---|
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |
| | PURCHASE | <input type="checkbox"/> | Reference your quote dated Furnish the following on terms specified herein. REF: |

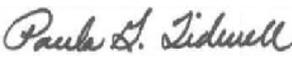
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

| | | | |
|--|-----------|----------------------|---------------------------|
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMDD) |
| <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1 | | | |

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/ SERVICES | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|---------------------|------------------------------------|---------------------------------|----------|----------------|------------|
| SEE SCHEDULE | | | | | |

| | | | |
|--|--|--|--------------------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA TEL: 903-334-3480 EMAIL: paula.g.tidwell.civ@mail.mil BY: PAULA G. TIDWELL |  CONTRACTING / ORDERING OFFICER | 25. TOTAL \$13,540.60 |
| | | | 26. DIFFERENCES |

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

| | | |
|--|-----------------------|---|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE (YYYYMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------------------|---|

| | | | |
|--|-------------------|--------------------|---------------------------------|
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS |
| f. TELEPHONE NUMBER | g. E-MAIL ADDRESS | | 32. PAID BY |
| | | | 33. AMOUNT VERIFIED CORRECT FOR |

36. I certify this account is correct and proper for payment.

| | |
|-----------------------|--|
| a. DATE (YYYYMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER |
|-----------------------|--|

| | | | | | |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED (YYYYMMDD) | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|-------------|-------------|
| 2256 | NETAPP SW & HW Maint & SPT SN#3092256 FFP NetApp NBD Parts Delivery and SW Support FAS3020 post-Warranty, S/N #3092256. FOB: Destination PURCHASE REQUEST NUMBER: AE300021780001 | 1 | Years | \$13,540.60 | \$13,540.60 |
| | | | | NET AMT | \$13,540.60 |
| | ACRN AA CIN: AE3000217800010001 | | | | \$13,540.60 |

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 2256 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|--------|
| 2256 | POP 01-AUG-2012 TO 31-JUL-2013 | N/A | RED RIVER ARMY DEPOT DONNA WIEDEMANN M/F BLDG 184 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-3840 FOB: Destination | W911RQ |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D 2576E30000AE3000217800015REEMC041117

AMOUNT: \$13,540.60

CIN AE3000217800010001: \$13,540.60

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

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: _____ 1LT Christopher Matthai _____

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 (MAY 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 (Feb 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).

___ (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)).
- ___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- ___ (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 (Jan 2009). (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).

x (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)).

___ (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.)

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

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (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 (JAN 2009).

(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)

52.246-4001 INSPECTION AND ACCEPTANCE (Apr 1994)

Red River Army Depot
Texarkana, Texas

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.