

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 12-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000	CODE W911RQ	7. ADMINISTERED BY (If other than item 6) LEOLA LIGGINS PHONE: 903-334-2330 FAX: 903-334-4141 LEOLA.LIGGINS@US.ARMY.MIL TEXARKANA TX 75507-5000		CODE W911RQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ABERNATHY CO RIC ABERNATHY 3800 ABERNATHY DR TEXARKANA AR 71854-4852			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W911RQ-09-D-0011
			X	10B. DATED (SEE ITEM 13) 03-Feb-2009
CODE OYW46	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-5, Per meeting 3/2/11 and memo dated 4/12/11.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lthread11217 Contract W911RQ-09-D-0011 is modified to include EPA Clause 52.216-2, increase Unit Price for Sub-CLINs 2001AA and 2001AB, add Sub-CLIN 2001AF in accordance with EPA Clause as follows: Increase Sub-CLIN 2001AA Unit Price from: \$37.38 to: \$40.55 (+\$19,020.00) Increase Sub-CLIN 2001AB Unit Price from: \$25.13 to: \$27.62 (+6,225.00) Add Sub-CLIN 2001AF Unit Price \$35.00 for Reconditioned Drums. (+\$210,000.00) New Order Total: \$1,310,795.00 See Summary of Changes. All Other Terms and Conditions Remain Unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedy1@us.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Donald E Kennedy</u> (Signature of Contracting Officer)		16C. DATE SIGNED 12-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$235,245.00 from \$1,075,550.00 to \$1,310,795.00.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 2001AA

The unit price amount has increased by \$3.17 from \$37.38 to \$40.55.

The total cost of this line item has increased by \$19,020.00 from \$224,280.00 to \$243,300.00.

SUBCLIN 2001AB

The unit price amount has increased by \$2.49 from \$25.13 to \$27.62.

The total cost of this line item has increased by \$6,225.00 from \$62,825.00 to \$69,050.00.

SUBCLIN 2001AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AF	55 GALLON METAL DRUMS - OPEN TOP FFP	6,000	Each	\$35.00	\$210,000.00

55 GALLON METAL DRUMS - OPEN TOP
FFP

Reconditioned, Metal, 55-gallon capacity, Removable head drum, known as a UN 1A2 container. All containers delivered under this Sub-CLIN will be Reconditioned containers that conform to Department of Transportation (DOT) specifications found in the 49 Code of federal regulations (CFR). Containers must be performance-oriented and must meet the testing requirements of 49 CFR 178. All containers must be embossed with a UN symbol that indicates that the container was manufactured according to the United Nations Recommendations. This system is in use in the United States and is generally accepted by all modes of transportation worldwide. The containers must also be marked with the Packaging Identification Codes that will identify the type of container and materials of construction and the Performance Standards code that identifies the performance standard and all other applicable markings required for DOT compliance. All open head, metal 55-gallon containers delivered must at least have the packaging Identification Code of 400 to ensure maximum strength and integrity to hold up to 882 pounds of solid waste that may also be classified as a hazardous waste per 40 CFR. Any open top metal reconditioned container delivered to RRAD under this contract must have a minimum of 3 inches of flat space between the top ring (crease) and the second ring (crease) due to the type of PIG lids currently used on open top containers. The current PIG lids will not fit properly if there is not enough flat space between the creases to properly close and seal required under current EPA regulations. The contractor shall deliver containers to Red River Army Depot, Environmental Division within forty eight (48) hours from notification by authorized Red River Army Depot personnel. Deliveries will be on an as needed basis with no guarantee of a minimum or maximum quantity being delivered. Estimated quantity per delivery is 100-150. There is no guarantee of minimum or maximum amount of containers, mixed types per delivery. Contractor shall be responsible for all equipment and personnel for the delivery, off-loading and placement of containers.

FOB: Destination

MILSTRIP: A3L60082750003

PURCHASE REQUEST NUMBER: A3L60082750003-0003

ESTIMATED
NET AMT

\$210,000.00

ACRN AF

CIN: A3L600827500032001AF

\$0.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

SUBCLIN 2001AF:

Funding on SUBCLIN 2001AF is initiated as follows:

ACRN: AF

CIN: A3L600827500032001AF

Acctng Data: 97X4930AAPP6D 26EB3L6000A3L600827500035RLEHW041117

Increase: \$0.00

Total: \$0.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 2001AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-APR-2011 TO 02-APR-2012	N/A	RED RIVER ARMY DEPOT KENT MARTZ M/F BLDG 303B 100 MAIN DRIVE TEXARKANA TX 75507-5000 903-334-5124 FOB: Destination	W911RQ

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AF:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added by full text:

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following

limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of Summary of Changes)