

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911RQ-10-A-0002		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2010 Aug 23		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY				
6. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000			CODE W911RQ		7. ADMINISTERED BY LEOLA LIGGINS PHONE: 903-334-2330 FAX: 903-334-2541 LEOLA.LIGGINS@US.ARMY.MIL TEXARKANA TX 75507-5000			CODE W911RQ		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER  (See Schedule if other)		
9. CONTRACTOR INSAP SERVICES INC ASH KUMAR 12000 LINCOLN DR W STE 103 MARLTON NJ 08053-3403			CODE 1S7T1		FACILITY		10. DELIVER TO FOB POINT BY (Date) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
							12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO  <b>SEE SCHEDULE</b>			CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316			CODE HQ0303		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>		
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.										
	PURCHASE	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 type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		<b>SEE SCHEDULE</b>										
* 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: 903-334-2218 EMAIL: charlie.d.harris@us.army.mil BY: CHARLIE D. HARRIS, JR.					<i>Charlie D Harris</i> CONTRACTING / ORDERING OFFICER		25. TOTAL		
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____						27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS		
36. I certify this account is correct and proper for payment.  DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
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

BPA

Period of Performance: 23 August 2010 to 22 August 2012

PCN: 5RAWLM      CC: 07000

Fulfillment of BPA and associated orders are subject to Statement of Work (SOW) in reference to the RRAD LMP Office requirements. See DoD-H1, SOW, Special Contract Requirements. The attached SOW is a part of GSA RFI / RFQ440116 and is incorporated in the BPA.

CONTRACTOR MANPOWER REPORTING

Integrated System Applications (InSap) acknowledges by signing this order that they are aware of the requirements of Clause 52.000-4002 Contractor Manpower Reporting and agree to comply with its requirements in their entirety at a cost of \$500.00 annually, \$500.00 for the Base year and \$500.00 dollars for the option year.

BPA Master Dollar Limit: \$3,462,305.60

BPA Call Limit: \$1,709,760.00

Period of Performance: 23-Aug-2010 to 22-Aug-2012

FSC Codes:

R499

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**LOGISTICS MODERNIZATION PROGRAM (LMP) MANAGEMENT & PROFESSIONAL SERVICES:**

The basic requirement is for the vendor to provide "qualified" individuals" that conduct LMP Management and Professional Support Services in accordance with the Scope of Work hours as defined by the Request For Information (RFI). The vendor will invoice only for the actual work done or hours of support provided. Invoice will be paid at the quoted rate and travel expenses will be paid according to the JTR.

The task list of items to be performed includes the following (but not limited to):

Director (1 each)

Senior Business Analyst (2)

Business Analyst (3)

Travel

**AUTHORIZED TO PURCHASE UNDER THE BLANKET PURCHASE AGREEMENT (BPA):**

Red River Army Depot (RRAD) Primary Contract Officer Representative (COR), Mrs. Cindy Covarrubias, 903-334-5172.

RRAD Contract Administrator, Ms. Leola Liggins, 903-334-2330.

**EXTENT OF OBLIGATION:** The Government is obligated only to the extent of actual authorized purchases made under this BPA, base and one (1) option year.

**DESCRIPTION OF AGREEMENT:** The vendor shall furnish services to RRAD LMP if and when requested by the Contracting Officer, or the authorized representative of the Contracting Officer during the period of performance set forth in the order.

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD) (Aug 2009)

Beginning August 10, 2009, all drivers will be required to schedule an appointment for delivery at least 24 hours in advance. On numerous occasions DDRT has seen an increase in the number of trucks arriving for delivery at the same time which resulted in trucks not being unloaded within the free time allotted. This increases costs in the form of detention charges to DOD.

Deliveries will be scheduled for Monday-Friday, 0700-1300. A copy of each bill needs to be emailed or faxed to the POC at CML (903)334-2208 or CML (903) 334-2881. POC's are available Monday-Saturday 0700-1730 with the exception of government holidays. For directions, please call CML (903) 334-3060. Trucks are to enter through the commercial carrier route entrance and are to report to Building 23 Truck Control, 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked /unloaded as soon as possible.

POC email addresses are: [ddrt-appt@dla.mil](mailto:ddrt-appt@dla.mil), [Randy.Cox@dla.mil](mailto:Randy.Cox@dla.mil), [Angela.Carr@dla.mil](mailto:Angela.Carr@dla.mil), [Jane.Haley@dla.mil](mailto:Jane.Haley@dla.mil), [Darlene.Phelps@dla.mil](mailto:Darlene.Phelps@dla.mil)

POCs and phone numbers are listed below:

Randy Cox, CML (903) 334-2945; Angie Carr, CML (903) 334-4950; Jane Haley, CML (903) 334-4671; Darlene Phelps, CML (903) 334-3818

## 52.246-4001 INSPECTION AND ACCEPTANCE (Apr 1994)

Red River Army Depot  
Texarkana, Texas

## 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that

the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

**STATEMENT OF WORK**  
**Red River Army Depot**  
**LMP Office Management**  
**Logistics Modernization Program**  
**Consulting Services**

**OBJECTIVE:**

The objective of this contract for services is to establish a flexible and rapidly responsive resource of professional, knowledgeable and skilled contract labor to support the Red River Army Depot in the implementation and “post go-live” environment of the **Logistics Modernization Program (LMP)** at Red River Army Depot, Texarkana, Texas. This is the Statement of Work to provide professional Logistics Modernization Program (LMP) Consulting Services to the LMP Office of Red River Army Depot. This project has been defined for clarity and accountability to include requirements necessary to support the implementation and “go-live” support of the Logistics Modernization Program - an Enterprise Resource Planning system utilizing a modified Systems Applications and Products (SAP) Software solution. References in this document to analysis, advice or assistance to be provided by the contract awardee are to be considered technical in nature.

**DESCRIPTION OF WORK:**

**REQUIREMENT**

This consulting project requires the service provider to advise, assist and support the end users of the LMP system in managing and maintaining processes and procedures necessary to ensure accurate Financial, Production, Inventory and other information. It requires extensive experience with LMP/SAP implementations and management of large-scale LMP/SAP programs. The service provider will provide on-site consultants with program knowledge in areas such as LMP/SAP functionality, business process, inventory, integration, production and master data that will guarantee the success of this project. There is a distinct preference for LMP experienced consultants. Nondisclosure statements and background checks for network access will be required.

**SCOPE**

The scope of the Project consists of all Financial, Production, Inventory and other activities associated with LMP, the LMP Office and Red River Army Depot as they relate to the implementation and “post go-live” support for LMP. Specifically, these include, but are not limited to the following:

- ... General Ledger
- ... Cost Center Accounting & Budgeting
- ... Funds Management
- ... Accounts Receivable
- ... Accounts Payable
- ... Project Systems
- ... Travel & Expenses
- ... Goods Received/Inventory Received Balances
- ... Program Close-Outs
- ... Unit Funded Costs
- ... Financial Reporting
- ... Change Management
- ... Inventory Accuracy & Control
- ... Production Planning & Control
- ... Purchasing

The initial requirement is for 6 (six) consultants with a multifunctional background in LMP; one DIRECTOR, two SENIOR BUSINESS ANALYST and three BUSINESS ANALYST. However, the need to grow into other areas or specialized areas of the LMP functionality with additional consultants may be required. Offerors should provide an hourly rate cost schedule, "MENU", which provides multiple skill levels for each functional area of SAP/LMP. An example without hourly rate cost is provided in the table below. Labor will be billed on an hourly basis. Travel will be reimbursable; one trip home per 4 week period if required. Both will be compiled and submitted to the government for payment monthly.

## EXAMPLE "MENU"

LABOR CATEGORIES	EDUCATION, EXPERIENCE AND TRAINING	HOURLY RATE
<b>DIRECTOR</b>	<ul style="list-style-type: none"> <li>◦ <i>Education:</i> BS, BA, MA, MS or PhD</li> <li>◦ <i>Experience and Responsibilities:</i> Typically, 10 or more years in all areas of <b>Process Improvement, Project Management, Analysis, Operations Strategy</b> and general <b>Operations Management</b>. Successfully managed multiple accounts and projects and has overall responsibility for his or her respective account and projects. LMP/ERP experience.</li> </ul>	
<b>PROJECT QUALITY SPECIALIST</b>	<ul style="list-style-type: none"> <li>◦ <i>Education:</i> BS, BA, MA, MS, or PhD</li> <li>◦ <i>Experience and Responsibilities:</i> Typically, 5 or more years experience as a Project Manager and fully trained in formal <b>Project Management Disciplines</b>. Responsible for ensuring <b>Project Quality</b>, identifying potential problems or issues, conducting formal, <b>Structure Project Reviews</b> and providing regular communications as to project status. LMP/ERP experience.</li> </ul>	
<b>SENIOR PROJECT MANAGER</b>	<ul style="list-style-type: none"> <li>◦ <i>Education:</i> BS, BA, MA, MS, or PhD</li> <li>◦ <i>Experience and Responsibilities:</i> Typically, 5 or more years experience as a <b>Project Manager</b> and fully trained in formal <b>Project Management Disciplines</b>. Extensive experience in all aspects of <b>Process Improvement, Project Management, Analysis, Communications and Project Design, Implementation, Management and Follow-Up</b>. Responsible for managing multiple projects or a single large complex project. LMP/ERP experience.</li> </ul>	
<b>SENIOR BUSINESS ANALYST</b>	<ul style="list-style-type: none"> <li>◦ <i>Education:</i> BS, BA, MA, MS or PhD</li> <li>◦ <i>Experience and Responsibilities:</i> Typically, 10 years or more experience in <b>Business and Operations Analysis</b>. Strong background in <b>Process Improvement, Project Operations Strategy</b> and <b>Operations Processes</b> and is proficient in <b>Profit and Loss Management, Accounting Applications</b> and <b>Statistical Processes</b>.</li> </ul>	
<b>BUSINESS</b>	<ul style="list-style-type: none"> <li>◦ <i>Education:</i> BS, BA, MA, MS or PhD</li> </ul>	

ANALYST	<p>° <i>Experience and Responsibilities:</i> Typically, 5 or more years of <b>Consulting Experience</b>. Highly experienced in technical and tactical aspects of <b>Operations Management, Process and Productivity Improvement, Project Implementation and Management</b>. Demonstrated the ability to analyze <b>Business and Operations Processes</b> in a wide array of environments. Proficient in <b>Profit &amp; Loss Management, Accounting Applications and Statistical Processes</b>. LMP/ERP experience.</p>	
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The addition of consultants to the project will be at the request of the LMP Office Chief. If the decision is made to add consultants, the LMP Office Chief will select the function and skill level from the “MENU” and arrange for the additional funding if required. Once funding has been made available for the new consultant, the selected service provider will be notified of the additional requirement based on the “MENU”. In addition, a required on-site date will be provided to the service provider.

### PERIOD OF PERFORMANCE

The Period of Performance for this project will be 52 weeks, (one base year) with 1 (one) each (twelve) month option period to be exercised at the discretion of the government customer. The government reserves the right to discontinue service consultants at anytime based on task status or consultant performance.

### APPROACH

The selected service provider will provide on-site personnel to the LMP Office for analysis, advice and guidance in the proper and effective operations of the LMP system. The service provider will work with LMP government personnel and end users to advise, guide, train and mentor them in their new LMP roles, functions and industry best practices. Work will also require frequent interface with other contractors. To accomplish this, the following activities may be conducted:

- ... Provide metrics analysis for revenue, expense and inventory amounts.
- ... Provide end user trouble shooting support, coaching and mentoring.
- ... Assist in creating or improving LMP Business Process Procedures.
- ... Assist in analyzing reporting structures and documentation.
- ... Develop and implement end user training presentations and documentation.
- ... Conduct role mapping of existing functions into the LMP/SAP Roles.
- ... Define processes reflecting Best Practices in the industry and government.
- ... Assist in identifying errors in master data during trial loads and post go-live operations.
- ... Provide guidance during cut-over from legacy system to the new LMP/SAP system.
- ... Work across functional areas to ensure the design is complete for end-to-end processing.
- ... Define and execute end-to-end process tests.
- ... Identify areas of risk and define a plan to mitigate their impact.
- ... Identify and assist in resolving technical issues.
- ... Perform “post go-live” activities (training, training assistance, process corrections, etc) as required.

### DELIVERABLES

In the course of performing the service tasks, the service provider shall conduct administrative, financial, and technical management functions to include, but not limited to: planning; forecasting; making recommendations on future efforts; status reporting of project progress; documenting the progress towards project objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (these may include, but are not limited to: Status Reviews, Management Reviews, Interchange Meetings, and Transfer/Transition Plan Reviews); describing results in detail; and describing, in detail, the weekly status and overall conduct and results of the project.

During the execution of the Project, the service provider will provide Red River Army Depot with the following deliverables:

- ... Products developed in support of services provided (Presentations, analysis, outlines, processes, procedures, test data, schedules, spreadsheets, plans , forecasts and other papers related to Red River Support)
- ... Training materials and documentation
- ... Weekly project reporting
- ... Weekly budget status

### EVALUATION FACTORS

Evaluation factors are being provided in order to achieve award based on “best value” and not cost alone. The evaluation factors support the needs of Red River Army Depot.

<b>NUMBER</b>	<b>FACTORS</b>
<b>1</b>	<b>Technical Excellence</b>
<b>2</b>	<b>Personnel Qualifications</b>
<b>3</b>	<b>Past Performance</b>
<b>4</b>	<b>Management Capability</b>
<b>5</b>	<b>Cost</b>
<b>6</b>	<b>Small Business Participation</b>

### EVALUATION FACTORS DESCRIBED

Each of the evaluation factors is described below to provide offerors general understanding of each.

<b>FACTORS</b>	<b>DESCRIPTION</b>
<b>Technical Excellence</b>	<b>Specific experience in LMP and general experience with SAP consulting to the government. Significant demonstrated experience in “post go-live” preparation and support in the “post go-live” environment of LMP.</b>
<b>Personnel Qualifications</b>	<b>Proven ability to provide knowledgeable and experienced LMP consultants in multiple SAP/LMP functional areas and multiple skill levels.</b>
<b>Past Performance</b>	<b>Service Providers experience with LMP/SAP implementations and large-scale LMP/SAP programs. Excellence in performance based on references from prior customers, publicly obtainable information and pertinent knowledge of the contractor.</b>
<b>Management Capability</b>	<b>Service Providers experience managing LMP/SAP implementations and programs with the government. Proven ability of management to satisfy customer needs through management at the corporate, senior, mid and lower level, including on site management.</b>
<b>Cost</b>	<b>Cost provided in the bid schedule.</b>
<b>Small Business Participation</b>	<b>Participating small business</b>

### EVALUATION WEIGHTS

The relative importance of the evaluation factors above is provided in the following priority statement. The Technical factor is the most important factor. Personnel Qualifications is second most important. Past Performance and Management Capability are of equal importance and each is more important than the Cost factor and small business factor combined. The cost factor is more important than the Small Business Factor.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.000-4002 Contractor Manpower Reporting

DEC 2006

## 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 (Jun 2008)  
(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 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.**

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**

**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: Leola Liggins; [leola.liggins@us.army.mil](mailto:leola.liggins@us.army.mil)

COR: (INSPECTOR for Invoice)Cindy Covarrubias; [cynthia.covarrubias@us.army.mil](mailto:cynthia.covarrubias@us.army.mil)

Contract Officer: (ACCEPTOR for Invoice)Charlie D. Harris, Jr.; [charlie.d.harris@us.army.mil](mailto:charlie.d.harris@us.army.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.

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 23 August 2010 through 22 August 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,709,760.00 for the Base year and \$1,752,545.60 for the option year, (12 month increments for LMP Services) the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,709,760.00 for the base year and \$1,752,545.60 for the option year if exercised;

(2) Any order for a combination of items in excess of \$1,709,760.00 for the base year, and \$1,752,545.60 for the option year if exercised; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Charlie D. Harris, Jr., Contracting Officer – Bldg. 431 100 Main Drive, Red River Army Depot, Texarkana, TX 75507-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

#### 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.

#### 52.242-4004 ADMINISTERING CONTRACTING OFFICER (Dec 2009)

NAME: Charlie D. Harris, Jr.

ADDRESS: Red River Army Depot  
100 Main Drive  
ATTN: CCTA-HDR  
Texarkana, Texas 75507-5000

TELEPHONE: 903-334-2218  
903-334-2628 (FAX)

E-MAIL: [charlie.d.harris@us.army.mil](mailto:charlie.d.harris@us.army.mil)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(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)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  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).

- (11)(i) X 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (SEP 2008)
- (12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(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.
- (24) X 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) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(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)

## L2. AMC-Level Protest Program

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQAMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQAMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number: (703) 806-8866 or 8875

Packages sent by FedEx, UPS, or other delivery service should be addressed to:  
Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The HQAMC-Level Protest Procedures are located at <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>.

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQAMC-Level Protest Procedures.