

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911RQ-11-A-0001		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2010 Nov 01		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: 903-334-4141 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 JOHNSON, PERRY REGISTRARS INC TERRY BOBOIGE 26555 EVERGREEN RD STE 1340 SOUTHFIELD MI 48076-4236			CODE 1LJ60	FACILITY		10. DELIVER TO FOB POINT BY (Date) 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 SEE SCHEDULE			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	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
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		
	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: 903-334-2656 EMAIL: donald.kennedy1@us.army.mil BY: DONALD E. KENNEDY				<i>Donald E Kennedy</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	29. DIFFERENCES		
			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
							35. BILL OF LADING NO.			
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

PJR PROPOSAL

Perry Johnson Registrars Inc. proposal submitted in response to GSA E-buy RFQ 504095 dated 20 September 2010 is hereby incorporated by reference and made part of this contract.

BPA Master Dollar Limit: \$136,092.35

BPA Call Limit: \$54,571.73

Period of Performance: 01-Nov-2010 to 31-Oct-2013

FSC Codes:

B599

Section C - Descriptions and Specifications

ISO**INTERNATIONAL ORGANIZATIONAL FOR STANDARDIZATION (ISO) AUDIT**

The basic requirement is for the vendor to provide "qualified" individuals" for this service. Registrar must be accredited to ANAB - ANSI-ASQ and JAB accreditation bodies for ISO 9001:2008, ISO 14001:2004, and OHSAS 18001:2007 and have a minimum of 3 years experience with registration of medium to large multi-site government military manufacturing, remanufacturing and/or recertification facilities 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.

See Statement of Work.

The task list of items to be performed includes the following (but not limited to) will be spelled out in detail in each delivery /task order.

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

Red River Army Depot (RRAD) Primary Contract Officer Representative (COR), Mr. Larry Carroll 903-334-4880 and Alternate COR, Mr. Jeffrey Allen, 903-334-5126.

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 two (2) option years.

DESCRIPTION OF AGREEMENT: The vendor shall furnish services to RRAD Quality, Environmental and Safety staff 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.

To schedule an appointment send an e-mail to ddrt-appt@dla.mil.

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

STATEMENT OF WORK (SOW)

1.3 Scope of Work

Contractor Requirements

a. Registrar must be accredited to ANAB - ANSI-ASQ and JAB accreditation bodies for ISO 9001:2008, ISO 14001:2004, and OHSAS 18001:2007 and have a minimum of 3 years experience with registration of medium to large multi-site government military manufacturing, remanufacturing and/or recertification facilities which registration included four or more of the following:

- Light Tactical Vehicles
- Heavy Tactical Vehicles
- Military Construction Equipment
- Light Combat Vehicles
- Heavy Combat Vehicles
- Military or Commercial Diesel Engines 500 HP or greater
- Transmissions for Combat Vehicles
- Transmissions for Light Tactical Trucks
- Transmissions for Heavy Tactical Trucks
- Combat Vehicle Roadwheel to Include Rubber
- Combat Vehicle Track to Include Rubber and

At least one from the following:

- Tactical Missiles
- Military Aircraft

b. Must be a GSA registrar.

c. Must have been a registrar for 5 or more years to ISO QMS standards and three years to ISO EMS, and OHSAS standards.

d. Must have dedicated audit group to RRAD with no more than one lead auditor utilized in one year. Exceptions are permitted with the agreement of RRAD with justification and approval.

e. Lead auditors utilized must have at least three years experience as required and outlined in 1.3a. above. Exceptions are permitted with agreement of RRAD and with justification and approval.

1.4 Contractor Deliverables:

a. One year contract with 2 option years.

b. Transfer of current ANAB/ANSI-ASQ certificate to ISO 9001:2008 within 30 Days of contract award.

c. Semiannual surveillance audits to ISO 9001:2008 (6 month intervals).

d. Re-registration to ISO 9001:2008 or replacement standard when current certificate expires or as required by ANAB/ANSI-ASQ for mandatory upgrade if required, to be completed before expiration of

and preventing lapse in certification coverage. This is to be accomplished as part of semiannual surveillance audits.

- e. Semiannual surveillance audits to upgrade standard if required (6 month intervals).
- f. If re-registration or upgrade to a new standard is required, upgrade will be done as a function of and in conjunction with semiannual surveillance audits over a one-year period.
- g. Registration of additional facility sites or functions to requested ISO QMS standard currently held by RRAD, as added and requested by RRAD; sites can be located both within the CONUS and OCONUS.
- h. Transfer of certificates held by other facilities or functions as added to depot command and control as required to include semiannual surveillance audits.
- i. Semiannual surveillance audits for ISO 14001:2004 (6 month intervals).
- j. Re-registration to ISO 14001:2004 or replacement standard when current certificate expires or as required by ANAB/ANSI-ASQ for mandatory upgrade to include semiannual audits. This is to be accomplished as part of semiannual surveillance audits. (6 month intervals).
- k. If re-registration or upgrade to a new environmental standard is required and requested by RRAD, upgrade will be done as a function of and in conjunction with semiannual surveillance audits over a one year period.
- l. Registration of additional facility sites to requested EMS standard currently held by RRAD, as added and requested by RRAD; sites can be located both within the CONUS and CONUS.
- m. Semiannual surveillance audits for OHSAS 18001:2007 (6 month intervals).
- n. Re-registration to OHSAS 18001:2007 or replacement standard when current certificate expires or as required by ANAB/ANSI-ASQ for mandatory upgrade to include semiannual audits. This is to be accomplished as part of semiannual surveillance audits (6 month intervals).
- o. If re-registration or upgrade to a new safety standard is required and requested by RRAD, upgrade will be done as a function of and in conjunction with semiannual surveillance audits over a one year period.
- p. Registration of additional facility sites to requested Safety standard currently held by RRAD, as added and requested by RRAD; sites can be located both within the CONUS and CONUS.
- q. Provision for reduction/adjustment/amendment of contract costs when functions, numbers of personnel or sites are added, reduced or eliminated from certificate.
- r. Registration reports for all certifications.
- s. All certification application and file maintenance requirements provided by registrar.
- t. Delivery of certificates, three (3) official copies of all certifications.
- u. Three certification plaques for all certifications.

- v. Three 4' X 6' Inside banners/flags (or size close equivalent) for ISO 9001:2008.
- w. Two 16' X 20' Outside hanging vinyl banner for ISO 9001:2008 upon request.
- x. Three 4' X 6' Inside banners (or close equivalent) for ISO 14001:2004 upon request.
- y. One 16' X 20' Outside hanging vinyl banner with grommets for ISO 14001:2004 upon request.
- z. Three 4' X 6' Inside banners (or close equivalent) for OHSAS 18001:2007 upon request.
 - aa. One 16' X 20' Outside hanging vinyl banner with grommets for OHSAS 18001:2007 upon request.
 - bb. ANAB standard table for audit requirements utilized to determine audit man-day requirements for designated SIC Code and as agreed to by RRAD.
 - cc. Be certified and capable of registering joint and separate ISO 9001:2008, OHSAS 18001:2007 and ISO 14001:2004 certifications.
 - dd. Registrar must furnish established man-day grid in accordance with IAF guidelines, guide 62 as it applies to SIC, separate ISO 9001:2008, OHSAS 18001:2007 and ISO 14001:2004 registrations and as it applies to joint audits for all three standards.

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

Contract Officer Representative: (INSPECTOR for Invoice) Jeffrey Allen; jeffrey.allen2@us.army.mil

Contract Officer: (ACCEPTOR for Invoice) Charlie D. Harris, Jr.; 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 01 November through 31 October 2013.

(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 \$54,571.73 for the base year, \$46,250.11 for the 1st option year and \$35,270.51 for the 2nd option year, 12 month increments, for ISO. 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 \$54,571.73 for the base year, \$46,250.11 for the 1st option year and \$35,270.51 for the 2nd option year;

(2) Any order for a combination of items in excess of \$54,571.73 for the base year, \$46,250.11 for the 1st option year and \$35,270.51 for the 2nd option year; 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 **Charlie D. Harris, Red River Army Depot, 100 Main Drive, 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

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)

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.

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.