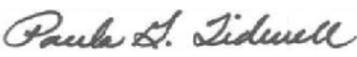


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1 REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 56			
2. CONTRACT NO. W911RQ-11-D-0016		3. AWARD/EFFECTIVE DATE 23-Jun-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-11-R-0011		6. SOLICITATION ISSUE DATE 12-May-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAUL A. JOHNSON				b. TELEPHONE NUMBER (No Collect Calls) 903-334-4283		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 14 Jun 2011	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 JAMES CARLOW DRIVE BLDG 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$12.5M NAICS: 562212		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 0 Days	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY PAUL JOHNSON PHONE: 903-334-4283 FAX: 903-334-2628/2541 PAULA.JOHNSON1@US.ARMY.MIL TEXARKANA TX 75507-5000		CODE W911RQ			
17a. CONTRACTOR/OFFEROR WASTE MANAGEMENT OF TEXAS, INC GREG PRATKA 1030 W US HWY 82 NEW BOSTON TX 75570-2416 TEL. 713-423-1710		CODE 1JZC4 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316		CODE HQ0303			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,083,750.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>Waste Management quote</u> <input checked="" type="checkbox"/> OFFER DATED <u>14-Jun-2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
							23-Jun-2011		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAULA G. TIDWELL / CONTRACTING OFFICER TEL: 903-334-3480 EMAIL: paula.g.tidwell@us.army.mil				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	<p>Base Year: Landfill Disposal Services FFP</p> <p>This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. The waste that is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill under separate contract. Transportation is not included in this contract. This contract will be for a firm fixed pricing of various types of Class II waste. See enclosed SOW below for details. The types of waste streams that will be deposited into the landfill are specified in the following SubCLINs and are estimated annual quantities only.</p> <p>Note: Contractor Manpower Reporting FAR Clause 52.000-4002. If there is a charge for Contractor Manpower Reporting enter charges here _____.</p> <p>Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD DPW Environmental Division, or COR shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: A3L70003470001</p>				\$0.00
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA		200	Gross Ton	\$34.00	\$6,800.00

0001AA: Asbestos
 FFP
 New Contract for Removal of Asbestos Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470001
 PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$6,800.00
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ACRN AG CIN: A3L700034700010001	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB		2,500	Gross Ton	\$40.50	\$101,250.00

0001AB:Boiler Ash
 FFP
 New Contract for the Removal of Boiler Ash Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470001
 PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$101,250.00
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ACRN AG CIN: A3L700034700010002	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC		220	Gross Ton	\$36.50	\$8,030.00

0001AC: Construction Debris
FFP
New Contract for the Removal of Construction Debris (Concrete/Metal) into a Permitted Class 2 Landfill
FOB: Destination
MILSTRIP: A3L70003470001
PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$8,030.00
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ACRN AG CIN: A3L700034700010003	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD		250	Gross Ton	\$36.50	\$9,125.00

0001AD Bed Sand/Lime Waste
FFP
New Contract for the Removal of Fluidized Bed Sand/Lime Waste into a Permitted Class 2 Landfill
FOB: Destination
MILSTRIP: A3L70003470001
PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$9,125.00
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ACRN AG CIN: A3L700034700010004	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE		15	Gross Ton	\$36.50	\$547.50

0001AE:Paint Filters
FFP

New Contract for the Removal of Paint Filters into a Permitted Class 2 Landfill

FOB: Destination

MILSTRIP: A3L70003470001

PURCHASE REQUEST NUMBER: A3L70003470001

				ESTIMATED NET AMT	\$547.50
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ACRN AG

CIN: A3L700034700010005

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF		5,900	Gross Ton	\$36.50	\$215,350.00

0001AF:Plant Trash
FFP

New Contract for the Removal of Plant Trash into a Permitted Class 2 Landfill

FOB: Destination

MILSTRIP: A3L70003470001

PURCHASE REQUEST NUMBER: A3L70003470001

				ESTIMATED NET AMT	\$215,350.00
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ACRN AG

CIN: A3L700034700010006

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG		1,250	Gross Ton	\$36.50	\$45,625.00

0001AG:Rubber (Mixed Waste)
 FFP
 New Contract for the Removal of Rubber (Mixed Waste) into a Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470001
 PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$45,625.00
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ACRN AG	\$0.00
CIN: A3L700034700010007	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH		250	Gross Ton	\$36.50	\$9,125.00

0001AH:Weathered Timbers
 FFP
 New Contract for the Removal of Weathered Timbers into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470001
 PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$9,125.00
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ACRN AG	\$0.00
CIN: A3L700034700010008	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ		275	Gross Ton	\$36.50	\$10,037.50

0001AJ:Soil
 FFP
 New Contract for the Removal of Soil into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470001
 PURCHASE REQUEST NUMBER: A3L70003470001

ESTIMATED NET AMT	\$10,037.50
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ACRN AG	\$0.00
CIN: A3L700034700010009	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001					\$0.00

1st Opt Year: Landfill Disposal Services
FFP

This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. The waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill under separate contract. Transportation is not included in this contract. This contract will be for a firm fixed pricing of various types of Class II waste. See enclosed SOW below for details. The types of waste streams that will be deposited into the landfill are specified in the following SubCLINs and are estimated annual quantities only.

Note: Contractor Manpower Reporting FAR Clause 52.000-4002. If there is a charge for Contractor Manpower Reporting enter charges here _____.
Note: Refer to FAR Clauses 52.000-4957, 52.232-4059, and DFARS 252.232-7003 for Invoicing instructions. Authorize personnel of RRAD DPW Environmental Division or COR shall certify invoice in Wide Area Work Flow (WAWF) for the performance and contracting officer shall certify invoice in WAWF for payment.

FOB: Destination
PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA		200	Gross Ton	\$34.50	\$6,900.00

1001AA:Asbestos
 FFP
 First Option Year:Removal of Asbestos Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$6,900.00
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ACRN AF	\$0.00
CIN: A3L700034700021001	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB		2,500	Gross Ton	\$41.00	\$102,500.00

1001AB:Boiler Ash
 FFP
 First Option Year:Removal of Boiler Ash Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$102,500.00
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ACRN AF	\$0.00
CIN: A3L700034700021002	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC		220	Gross Ton	\$37.00	\$8,140.00

1001AC:Construction Debris
 FFP
 First Option Year:Removal of Construction Debris (Concrete/Metal) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$8,140.00
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ACRN AF CIN: A3L700034700021003	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AD		250	Gross Ton	\$37.00	\$9,250.00

1001AD:Bed Sand/Lime Waste
 FFP
 First Option Year:Removal of Fluidized Bed Sand/Lime Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$9,250.00
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ACRN AF CIN: A3L700034700021004	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
1001AE		15	Gross Ton	\$37.00	\$555.00	
	1001AE:Paint Filters FFP First Option Year:Removal of Paint Filters into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470002 PURCHASE REQUEST NUMBER: A3L70003470002					
				ESTIMATED NET AMT	\$555.00	
	ACRN AF					\$0.00
	CIN: A3L700034700021005					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
1001AF		5,900	Gross Ton	\$37.00	\$218,300.00	
	1001AF:Plant Trash FFP First Option Year:Removal of Plant Trash into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470002 PURCHASE REQUEST NUMBER: A3L70003470002					
				ESTIMATED NET AMT	\$218,300.00	
	ACRN AF					\$0.00
	CIN: A3L700034700021006					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AG		1,250	Gross Ton	\$37.00	\$46,250.00

1001AG:Rubber (Mixed Waste)
 FFP
 First Option Year:Removal of Rubber (Mixed Waste) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$46,250.00
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ACRN AF CIN: A3L700034700021007	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AH		250	Gross Ton	\$37.00	\$9,250.00

1001AH:Weathered Timbers
 FFP
 First Option Year:Removal of Weathered Timbers into a Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT	\$9,250.00
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ACRN AF CIN: A3L700034700021008	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AJ		275	Gross Ton	\$37.00	\$10,175.00

1001AJ: Soil
 FFP
 First Option Year: Removal of Soil into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470002
 PURCHASE REQUEST NUMBER: A3L70003470002

ESTIMATED NET AMT \$10,175.00

ACRN AF \$0.00
 CIN: A3L700034700021009

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001					\$0.00

2nd Opt Year: Landfill Disposal Services
 FFP
 This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. The waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill under separate contract. Transportation is not included in this contract. This contract will be for a firm fixed pricing of various types of Class II waste. See enclosed SOW below for details. The types of waste streams that will be deposited into the landfill are specified in the following SubCLINs and are estimated annual quantities only.

Note: Contractor Manpower Reporting FAR Clause 52.000-4002. If there is a charge for Contractor Manpower Reporting enter charges here _____.
 FOB: Destination
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
2001AA		200	Gross Ton	\$35.00	\$7,000.00	
	2001AA:Asbestos FFP Second Option Year for :Removal of Asbestos Waste into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470003 PURCHASE REQUEST NUMBER: A3L70003470003					
				ESTIMATED NET AMT	\$7,000.00	
	ACRN AF CIN: A3L700034700032001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
2001AB		2,500	Gross Ton	\$41.50	\$103,750.00	
	2001AB:Boiler Ash FFP Secpnd Option Year for Removal of Boiler Ash Waste into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470003 PURCHASE REQUEST NUMBER: A3L70003470003					
				ESTIMATED NET AMT	\$103,750.00	
	ACRN AF CIN: A3L700034700032002					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC		220	Gross Ton	\$37.50	\$8,250.00

2001AC:Construction Debris
 FFP
 Second Option Year for the Removal of Construction Debris (Concrete/Metal) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470003
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT \$8,250.00

ACRN AF \$0.00
 CIN: A3L700034700032003

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AD		250	Gross Ton	\$37.50	\$9,375.00

2001AD:Bed Sand/Lime Waste
 FFP
 Second Option Year for the Removal of Fluidized Bed Sand/Lime Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470003
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT \$9,375.00

ACRN AF \$0.00
 CIN: A3L700034700032004

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
2001AE		15	Gross Ton	\$37.50	\$562.50	
	2001AE:Paint Filters FFP Second Option Year for the Removal of Paint Filters into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470003 PURCHASE REQUEST NUMBER: A3L70003470003					
				ESTIMATED NET AMT	\$562.50	
	ACRN AF					\$0.00
	CIN: A3L700034700032005					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
2001AF		5,900	Gross Ton	\$37.50	\$221,250.00	
	2001AF:Plant Trash FFP Second Option Year for the Removal of Plant Trash into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470003 PURCHASE REQUEST NUMBER: A3L70003470003					
				ESTIMATED NET AMT	\$221,250.00	
	ACRN AF					\$0.00
	CIN: A3L700034700032006					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AG		1,250	Gross Ton	\$37.50	\$46,875.00

2001AG:Rubber (Mixed Waste)
 FFP
 Second Option Year for the Removal of Rubber (Mixed Waste) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470003
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT	\$46,875.00
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ACRN AF	\$0.00
CIN: A3L700034700032007	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AH		250	Gross Ton	\$37.50	\$9,375.00

2001AH:Weathered Timbers
 FFP
 Second Option Year for the Removal of Weathered Timbers into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470003
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT	\$9,375.00
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ACRN AF	\$0.00
CIN: A3L700034700032008	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AJ		275	Gross Ton	\$37.50	\$10,312.50

2001AJ:Soil
 FFP
 Second Option Year for the Removal of Soil into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470003
 PURCHASE REQUEST NUMBER: A3L70003470003

ESTIMATED NET AMT \$10,312.50

ACRN AF \$0.00
 CIN: A3L700034700032009

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001					\$0.00

3rd Opt Year: Landfill Disposal Services
 FFP
 This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. The waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill under separate contract. Transportation is not included in this contract. This contract will be for a firm fixed pricing of various types of Class II waste. See enclosed SOW below for details. The types of waste streams that will be deposited into the landfill are specified in the following SubCLINs and are estimated annual quantities only.

Note: Contractor Manpower Reporting FAR Clause 52.000-4002. If there is a charge for Contractor Manpower Reporting enter charges here _____.
 FOB: Destination
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
3001AA		200	Gross Ton	\$35.50	\$7,100.00	
	3001AA:Asbestos FFP Third Option Year:Disposal of Asbestos Waste into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470004 PURCHASE REQUEST NUMBER: A3L70003470004					
				ESTIMATED NET AMT	\$7,100.00	
	ACRN AF					\$0.00
	CIN: A3L700034700043001					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
3001AB		2,500	Gross Ton	\$42.00	\$105,000.00	
	3001AB:Boiler Ash FFP Third Option Year:Disposal of Boiler Ash Waste into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470004 PURCHASE REQUEST NUMBER: A3L70003470004					
				ESTIMATED NET AMT	\$105,000.00	
	ACRN AF					\$0.00
	CIN: A3L700034700043002					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AC		220	Gross Ton	\$38.00	\$8,360.00

3001AC:Construction Debris
 FFP
 Third Option Year:Disposal of Construction Debris (Concrete/Metal) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470004
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT	\$8,360.00
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ACRN AF CIN: A3L700034700043003	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AD		250	Gross Ton	\$38.00	\$9,500.00

3001AD:Bed Sand/Lime Waste
 FFP
 Third Option Year:Disposal of Fluidized Bed Sand/Lime Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470004
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT	\$9,500.00
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ACRN AF CIN: A3L700034700043004	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
3001AE		15	Gross Ton	\$38.00	\$570.00	
	3001AE:Paint Filters FFP Third Option Year:Disposal of Paint Filters into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470004 PURCHASE REQUEST NUMBER: A3L70003470004					
				ESTIMATED NET AMT	\$570.00	
	ACRN AF					\$0.00
	CIN: A3L700034700043005					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
3001AF		5,900	Gross Ton	\$38.00	\$224,200.00	
	3001AF:Plant Trash FFP Third Option Year:Disposal of Plant Trash into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470004 PURCHASE REQUEST NUMBER: A3L70003470004					
				ESTIMATED NET AMT	\$224,200.00	
	ACRN AF					\$0.00
	CIN: A3L700034700043006					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AG		1,250	Gross Ton	\$38.00	\$47,500.00

3001AG:Rubber (Mixed Waste)
 FFP
 Third Option Year:Disposal of Rubber (Mixed Waste) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470004
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT \$47,500.00

ACRN AF \$0.00
 CIN: A3L700034700043007

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AH		250	Gross Ton	\$38.00	\$9,500.00

3001AH:Weathered Timbers
 FFP
 Third Option Year:Disposal of Weathered Timbers into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470004
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT \$9,500.00

ACRN AF \$0.00
 CIN: A3L700034700043008

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AJ		275	Gross Ton	\$38.00	\$10,450.00

3001AJ:Soil
 FFP
 Third Option Year:Disposal of Soil into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470004
 PURCHASE REQUEST NUMBER: A3L70003470004

ESTIMATED NET AMT \$10,450.00

ACRN AF \$0.00
 CIN: A3L700034700043009

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001					\$0.00

4th Opt Year: Landfill Disposal Services
 FFP
 This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. The waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill under separate contract. Transportation is not included in this contract. This contract will be for a firm fixed pricing of various types of Class II waste. See enclosed SOW below for details. The types of waste streams that will be deposited into the landfill are specified in the following SubCLINs and are estimated annual quantities only.

Note: Contractor Manpower Reporting FAR Clause 52.000-4002. If there is a charge for Contractor Manpower Reporting enter charges here _____.
 FOB: Destination
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AA		200	Gross Ton	\$36.00	\$7,200.00

4001AA: Asbestos Waste
 FFP
 Fourth Option Year: Disposal of Asbestos Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT \$7,200.00

ACRN AF \$0.00
 CIN: A3L700034700054001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB		2,500	Gross Ton	\$42.50	\$106,250.00

4001AB: Boiler Ash
 FFP
 Fourth Option Year: Disposal of Boiler Ash Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT \$106,250.00

ACRN AF \$0.00
 CIN: A3L700034700054002

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AC		220	Gross Ton	\$38.50	\$8,470.00

4001AC:Construction Debris
 FFP
 Fourth Option Year:Disposal of Construction Debris (Concrete/Metal) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT	\$8,470.00
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ACRN AF CIN: A3L700034700054003	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AD		250	Gross Ton	\$38.50	\$9,625.00

4001AD:Bed Sand/Lime
 FFP
 Fourth Option Year:Disposal of Fluidized Bed Sand/Lime Waste into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT	\$9,625.00
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ACRN AF CIN: A3L700034700054004	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AE		15	Gross Ton	\$38.50	\$577.50

4001AE:Paint Filters
 FFP
 Fourth Option Year:Disposal of Paint Filters into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT \$577.50

ACRN AF \$0.00
 CIN: A3L700034700054005

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AF		5,900	Gross Ton	\$38.50	\$227,150.00

4001AF:Plant Trash
 FFP
 Fourth Option Year:Disposal of Plant Trash into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT \$227,150.00

ACRN AF \$0.00
 CIN: A3L700034700054006

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AG		1,250	Gross Ton	\$38.50	\$48,125.00

4001AG:Rubber (Mixed Waste)
 FFP
 Fourth Option Year:Disposal of Rubber (Mixed Waste) into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT	\$48,125.00
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ACRN AF	\$0.00
CIN: A3L700034700054007	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AH		250	Gross Ton	\$38.50	\$9,625.00

4001AH:Weathered Timbers
 FFP
 Fourth Option Year:Disposal of Weathered Timbers into a Permitted Class 2 Landfill
 FOB: Destination
 MILSTRIP: A3L70003470005
 PURCHASE REQUEST NUMBER: A3L70003470005

ESTIMATED NET AMT	\$9,625.00
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ACRN AF	\$0.00
CIN: A3L700034700054008	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AJ		275	Gross Ton	\$38.50	\$10,587.50
	4001AJ:Soil FFP Fourth Option Year:Disposal of Soil into a Permitted Class 2 Landfill FOB: Destination MILSTRIP: A3L70003470005 PURCHASE REQUEST NUMBER: A3L70003470005				
				ESTIMATED NET AMT	\$10,587.50
	ACRN AF CIN: A3L700034700054009				\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1001AG	Destination	Government	Destination	Government
1001AH	Destination	Government	Destination	Government
1001AJ	Destination	Government	Destination	Government
2001	N/A	N/A	N/A	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government

2001AC Destination	Government	Destination	Government
2001AD Destination	Government	Destination	Government
2001AE Destination	Government	Destination	Government
2001AF Destination	Government	Destination	Government
2001AG Destination	Government	Destination	Government
2001AH Destination	Government	Destination	Government
2001AJ Destination	Government	Destination	Government
3001 N/A	N/A	N/A	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
3001AC Destination	Government	Destination	Government
3001AD Destination	Government	Destination	Government
3001AE Destination	Government	Destination	Government
3001AF Destination	Government	Destination	Government
3001AG Destination	Government	Destination	Government
3001AH Destination	Government	Destination	Government
3001AJ Destination	Government	Destination	Government
4001 N/A	N/A	N/A	Government
4001AA Destination	Government	Destination	Government
4001AB Destination	Government	Destination	Government
4001AC Destination	Government	Destination	Government
4001AD Destination	Government	Destination	Government
4001AE Destination	Government	Destination	Government
4001AF Destination	Government	Destination	Government
4001AG Destination	Government	Destination	Government
4001AH Destination	Government	Destination	Government
4001AJ Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AB	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AC	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AD	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AE	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	

0001AF POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AG POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AH POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
0001AJ POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination	
1001 N/A	N/A	N/A	N/A
1001AA POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AB POP 01-JUN-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AC POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AD POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AE POP 01-JUN-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AF POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AG POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AH POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
1001AJ POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination	
2001 N/A	N/A	N/A	N/A
2001AA POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AB POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AC POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AD POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	

2001AE POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AF POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AG POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AH POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
2001AJ POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination	
3001 N/A	N/A	N/A	N/A
3001AA POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AB POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AC POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AD POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AE POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AF POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AG POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AH POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
3001AJ POP 01-JUL-2014 TO 30-JUN-2015	N/A	N/A FOB: Destination	
4001 N/A	N/A	N/A	N/A
4001AA POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination	
4001AB POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination	
4001AC POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination	

4001AD POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination
4001AE POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination
4001AF POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination
4001AG POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination
4001AH POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination
4001AJ POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AF: Funds to be sited if/when option year is exercised.

AMOUNT: \$0.00

CIN A3L700034700021001: \$0.00
 CIN A3L700034700021002: \$0.00
 CIN A3L700034700021003: \$0.00
 CIN A3L700034700021004: \$0.00
 CIN A3L700034700021005: \$0.00
 CIN A3L700034700021006: \$0.00
 CIN A3L700034700021007: \$0.00
 CIN A3L700034700021008: \$0.00
 CIN A3L700034700021009: \$0.00
 CIN A3L700034700032001: \$0.00
 CIN A3L700034700032002: \$0.00
 CIN A3L700034700032003: \$0.00
 CIN A3L700034700032004: \$0.00
 CIN A3L700034700032005: \$0.00
 CIN A3L700034700032006: \$0.00
 CIN A3L700034700032007: \$0.00
 CIN A3L700034700032008: \$0.00
 CIN A3L700034700032009: \$0.00
 CIN A3L700034700043001: \$0.00
 CIN A3L700034700043002: \$0.00
 CIN A3L700034700043003: \$0.00
 CIN A3L700034700043004: \$0.00
 CIN A3L700034700043005: \$0.00
 CIN A3L700034700043006: \$0.00
 CIN A3L700034700043007: \$0.00
 CIN A3L700034700043008: \$0.00
 CIN A3L700034700043009: \$0.00
 CIN A3L700034700054001: \$0.00
 CIN A3L700034700054002: \$0.00
 CIN A3L700034700054003: \$0.00
 CIN A3L700034700054004: \$0.00
 CIN A3L700034700054005: \$0.00

CIN A3L700034700054006: \$0.00
 CIN A3L700034700054007: \$0.00
 CIN A3L700034700054008: \$0.00
 CIN A3L700034700054009: \$0.00

AG: Funds will be cited on each delivery order issued

AMOUNT: \$0.00

CIN A3L700034700010001: \$0.00
 CIN A3L700034700010002: \$0.00
 CIN A3L700034700010003: \$0.00
 CIN A3L700034700010004: \$0.00
 CIN A3L700034700010005: \$0.00
 CIN A3L700034700010006: \$0.00
 CIN A3L700034700010007: \$0.00
 CIN A3L700034700010008: \$0.00
 CIN A3L700034700010009: \$0.00

STATEMENT OF WORK

1. **SCOPE OF WORK (SOW).** This SOW covers the acceptance and disposition of Class II non-hazardous waste generated from Red River Army Depot (RRAD) Texarkana, Texas. RRAD requires a Class I or II landfill capable of accepting this Texas Class II non-hazardous waste into a permitted landfill Monday through Friday during the hours of 0730-1600. This support will be for fixed pricing of various types of Class II non-hazardous waste that will be deposited into an approved Texas Class I or Class II landfill.

Transportation of the waste is not covered under this SOW. See below for types of vehicles delivering waste. The acceptable vendor to perform this work must meet all Federal and State of Texas requirements, show proof of permits with quotes, and meet inspection criteria delineated below.

2 **REQUIREMENTS.**

2.1 Installation Support

2.1.1 The Class II non-hazardous waste will be delivered to the landfill in self-dumping trucks. The various types of containers will be roll-offs, front load trucks (compacted), unitized compactor containers, conventional dump trucks, rear load luggers, and conventional housing trucks.

2.1.2 No assistance should be required for dumping unless mud at the landfill requires the trucks to be towed in inclement weather. The landfill or contractor will provide that assistance if needed, at no cost to the government.

2.1.3 All waste streams being deposited into the landfill will be an approved Class II Texas non-hazardous waste.

2.1.4 The following waste streams are generated at Red River Army Depot (RRAD) and will be deposited into the landfill with the following estimated annual quantities:

Asbestos Waste – 200 tons with estimated cost of \$--/ton
 Boiler Ash Waste – 2500 tons with estimated cost of \$--/ton
 Construction Debris (concrete/metal) – 220 tons with estimated cost of \$--/ton
 Fluidized Bed Sand/Lime Waste - 250 tons with estimated cost of \$--/ton
 Paint Filters – 15 tons with estimated cost of \$--/ton
 Plant Trash –5900 tons with estimated cost of \$--/ton
 Rubber (mixed waste) 1250 tons with estimated cost of \$--/ton
 Weathered Timbers–250 tons with estimated cost of \$--/ton
 Soil – 275 tons with estimated cost of \$--/ton

2.1.5 Additional Class II non-hazardous waste streams may need to be classified and disposed of pending landfill approval.

3 APPLICABLE DOCUMENTS.

3.1 Manifest

3.1.1 All Class II non-hazardous waste transported and deposited into the landfill will be manifested using a landfill non-hazardous waste manifest for tracking and classification purposes.

3.1.2 Class II non-hazardous waste manifest will be provided by the landfill.

3.1.3 Receipt copies of manifest will be supplied to RRAD designated personnel within 10 business days identifying receipt of material and quantity received.

3.1.4 All tracking documents utilized will identify quantity in tons, pounds, drums, bag, carton, yards or other appropriate unit of measurement.

4 The ADDITIONAL INFORMATION

4.1 Holidays

4.1.1 following legal holidays are observed:

New Year's Day	January 1 st
Martin Luther King JR's Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th

Thanksgiving Day

Christmas Day

Fourth Thursday in NovemberDecember 25th

The contract period is for a one-year period from the effective date of the contract, with four (4) option years. Quantities are estimates only with no guarantee of minimum or maximum quantity per delivery. No funds will be obligated at the time of award of the contract, but will be obligated by issuance of delivery orders. Failure of the Government to furnish such items in the amounts or quantities described in this schedule as "estimated" or "maximum" will not entitle the contractor to any equitable adjustments in price.

Prior to award of this contract, the government reserves the right to inspect the landfill site to include compliance records, permits and/or any other applicable documents identifying compliance with State and Federal laws/regulations.

CLAUSES INCORPORATED BY REFERENCE

52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-7	Notification Of Changes	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009

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: Paul.A.Johnson1@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.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Donald E. Kennedy, Director for Contracting, ACC - WARREN at Red River Army Depot** and shall not be binding until so approved.

(End of clause)

52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (OCT 2010)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posed prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIS.

(i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2010)

(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 (SEP 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 (JUN 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 (JUL 2010) (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). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(9) [Reserved].

(10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (11)(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.
- (12) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (13)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (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.
- ___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16)(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.
- ___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(29) 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.)

(30) (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.)

(31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(32)(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. .

(33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

(34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_ **X** _ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 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))

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

_ **X** _ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

(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 U.S.C. 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 (SEP 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)

52.216-18 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 **the date of award** through **the date of contract expiration**.

(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 **Any Dollar amount of any CLIN, (no minimum)**, 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 **the contract CLIN maximum for any year or the remaining balance of that CLIN for that year**;

(2) Any order for a combination of items in excess of **the contract CLIN maximum for any year or the remaining balance of that CLIN for that year**; or

(3) A series of orders from the same ordering office within **7** 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 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)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in

accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **The last day of the last option year.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days of contract expiration** ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 Years.**

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

REFUSE COLLECTOR, SERIES 11300, WG Grade 2, WG Step 2, \$15.30 PER HOUR.

(End of clause)

52.222-4029 WAGE RATES (Jul 2005)

The attached schedule of Wage Rates No. **05-2235** as authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov>.

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.223-4001 ENVIRONMENTAL MANAGEMENT SYSTEM (Jul 2007)

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

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

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

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;

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

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

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

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

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

52.242-4004 ADMINISTERING CONTRACTING OFFICER (Dec 2009)

NAME: Paula G. Tidwell

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

TELEPHONE: (903)334-3480
(903)334-2628 (fax)

E-MAIL: Paul.G.Tidwell@us.army.mil

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARa.htm>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 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) (OCT 2010) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (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 (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ___ 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) **X** 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) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) **X** 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) ___ 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.

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

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)