

2. CONTRACT NO. GS-24F-0026L	3. AWARD/EFFECTIVE DATE 21-Nov-2011	4. ORDER NUMBER W911RQ-12-F-0003-P00001	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

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	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 20 Days - .25%; Net 30 Days
			<input type="checkbox"/> SB	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			<input type="checkbox"/> HUBZONE SB	13b. RATING	
			<input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO RED RIVER ARMY DEPOT MELINDA EVANS M/F BLDG 300 CHEM LAB 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000	CODE	W911RQ	16. ADMINISTERED BY PAUL JOHNSON PHONE: 903-334-4283 FAX: 903-334-2628/2541 PAUL.A.JOHNSON1@US.ARMY.MIL TEXARKANA TX 75507-5000	CODE	W911RQ
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17a. CONTRACTOR/OFFEROR THERMO ELECTRON NORTH AMERICA LLC VOGEL, DAWN M. 1400 N POINT PKWY STE 10 WEST PALM BEACH FL 33407-1976 TEL. 302-636-3849	CODE	3WXJ7	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316	CODE	HQ0303
	FACILITY CODE				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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) \$208,130.90
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<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
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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 20220320 <input checked="" type="checkbox"/> OFFER DATED 28-Sep-2011 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Paula G. Tidwell</i>	31c. DATE SIGNED 21-Nov-2011
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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.civ@mail.mil
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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>)		
		42b. RECEIVED AT (<i>Location</i>)	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPECTROMETER FFP INDUCTIVELY COUPLED PLASMA SPECTROMETER THE SYSTEM MUST INCLUDE AN AUTO SAMPLER. SEE SPECIFICATIONS AND QUOTE # 20220320 FOR COMPETE DETAILS FOB: Destination NSN: 5Q691:SPECTROME MILSTRIP: W45G18121500WV PURCHASE REQUEST NUMBER: W45G18121500WV		Each		\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ICP-OES SPECTROMETER FFP Description: INDUCTIVELY COUPLED PLASMA SPECTROMETER THE SYSTEM MUST INCLUDE AN AUTO SAMPLER. PER PECIFICATIONS AND QUOTE # 20220320. FOB: Destination MILSTRIP: W45G18121500WV PURCHASE REQUEST NUMBER: W45G18121500WV-0003	2	Each	\$100,161.45	\$200,322.90

NET AMT \$200,322.90

ACRN AA \$200,322.90
CIN: W45G18121500WV0001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SPECTROMETER INCIDENTAL SERVICES FFP INSTALLATION, TRAINING, AND DOCUMENTATION RELATED TO THE PURCHASE OF 2 SPECTROMETERS UNDER CLIN 0001, W45G18121500WV FOB: Destination PURCHASE REQUEST NUMBER: A3L50022920009				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	SPECTROMETER DOCUMENTATION FFP ALL OWNERS, SERVICE, AND PARTS MANUALS FOR 2 EACH SPECTROMETERS PURCHASED UNDER CLIN 0001, W45G18121500WV AND PER SPECIFICATIONA AND QUOTE # 20220320 TO INCLUDE ANY PARTS AND SERVICE DOCUMENTATION REQUIRED FOR FOLLOW ON SEERVICE CONTRACTS AS OULINED IN THE SPECIFICATIONS FOB: Destination PURCHASE REQUEST NUMBER: A3L50022920009				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1,208	Lot	\$1.00	\$1,208.00

SPECTROMETER INSTALLATION SERVICES

FFP

INSTALLATION OF 2 EACH SPECTROMETERS PURCHASED UNDER
CLIN 0001, W45G18121500WV AND PER SPECIFICATIONA AND QUOTE #
20220320

FOB: Destination

PURCHASE REQUEST NUMBER: A3L50022920009

NET AMT

\$1,208.00

ACRN AA

CIN: A3L500229200090001AA

\$1,208.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		6,600	Lot	\$1.00	\$6,600.00

SPECTROMETER TRAINING

FFP

TRAINING RELATED TO THE SPECTROMETERES PURCHASED UNDER
CLIN 0001 W45G18121500WV, PER SPECIFICATIONS, AND QUOTE #
20220320.

FOB: Destination

PURCHASE REQUEST NUMBER: A3L50022920009

NET AMT

\$6,600.00

ACRN AA

CIN: A3L500229200090001AB

\$6,600.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government

0002AA Destination	Government	Destination	Government
0002AB Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	07-NOV-2012	2	RED RIVER ARMY DEPOT MELINDA EVANS M/F BLDG 300 CHEM LAB 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-4878 FOB: Destination	W911RQ
0002	N/A	N/A	N/A	N/A
000201	N/A	N/A	N/A	N/A
0002AA	POP 01-NOV-2011 TO 07-NOV-2012	N/A	RED RIVER ARMY DEPOT MELINDA EVANS M/F BLDG 300 CHEM LAB 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-4878 FOB: Destination	W911RQ
0002AB	POP 01-NOV-2011 TO 07-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPP6D 31E13L5000W45G18121500WVAAPPI8S41117
AMOUNT: \$208,130.90
CIN A3L500229200090001AA: \$1,208.00
CIN A3L500229200090001AB: \$6,600.00
CIN W45G18121500WV0001AA: \$200,322.90

SPECIFICATIONS

Purchase Description for
Inductively Coupled Plasma Emission Spectrometer

1 Scope:

It is the intent of this purchase description to describe an Inductively Coupled Plasma –Optical Emission Spectrometer (ICP-OES) in sufficient detail to secure bids for ICP-OES spectrometers and accessories of comparable equipment from vendors for a quantity of two (2) instruments. Any parts not specifically mentioned in this purchase description, which are necessary to provide a complete operating unit, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. All components of the analytical system shall be standard items under current production by the manufacturer(s)

2 General:

2.1 Any necessary start-up kits shall be provided with instrument.

2.2 Proposal shall include installation and instrument familiarization. The contractor shall furnish all tools, equipment and personnel required to install the ICP-OES, and demonstrate that it performs in accordance with the provisions of this purchase description. The successful vendor must include as part of bid proposal a listing of requirements that the laboratory must provide to complete a proper and safe installation of the ICP-OES (e.g. electrical, ventilation, workspace or support).

Vendor may provide the government additional price discounts by accepting excess spectrometers (AA, ICP, etc) as trade-in discounts. Vendor may also offer one time discounts based upon lab being a demonstration site for their instrument. Such demonstration site discounts must list how demo would be carried out, and must not result in any additional costs to government or interference to government's routine use of instrument.

2.3 Documentation -The supplier shall provide, as a minimum, one copy of complete maintenance and operating instructions as well as parts list for the equipment supplied under this purchase description. All program manuals shall be included.

2.4 Training - Operator training shall be conducted after installation to ensure lab personnel obtain adequate operational, care and maintenance knowledge of the system. Training should be conducted on-site for six chemists and should include familiarization with software and loading of requested methods with the complete processing of at least 10 samples of different matrix to be provided by RRAD. Training plans availability should be listed for an onsite application specialist for 3 days as different line item for government selection or rejection. Vendors should submit a training plan describing at a minimum the experience of application specialist as to knowledge of ICP and autosampler, the quantity and quality of reference materials, and the flexibility of arrangements, as for example the availability of Friday or Saturday sessions.

2.5 Support/Service:

2.5.1 On-going no cost technical phone support shall be included for all equipment and software purchased under this specification for the useful life of the equipment. Response time for phone support should be listed but must not exceed 2 hours from initial technical support request.

2.5.2 A service /support plan must be included which provides the location of technical field representatives. Successful offeror must have at least one field representative within 4 hours driving time of Red River Army Depot (RRAD) to minimize travel costs associated with service calls. The response time for on-site service to us as a non-contract customer must be guaranteed not to exceed 72 hours. Offer should list the communication methods available, the average time for initial response to trouble calls, the availability of spare parts and any provisions for week-end/holiday support.

2.5.3 Warranty -The manufacturer's standard warranty or warranty for one year, whichever is greater, shall cover this equipment and shall begin upon completion of installation and final acceptance testing by the government. A synopsis of warranty features should be included in the proposal. Warranty shall include parts, labor, and delivery of parts, as well as shipping expense of any returned parts or cores. Warranty will include expenses of technical/repair personnel for labor, travel time, travel costs (air and/or ground), and any per diem. The warranty shall provide, at no additional cost to the government, updates to instrument and/or accessories software within the same revision number during the warranty period.

2.5.4 The successful offeror should express their willingness to enter into an "open ended purchase order" contractual arrangement with RRAD for the repair and maintenance of the ICP instrumentation for each year after the warranty period. This would be a "pay as services are rendered" contract with no cost accruing to the government in any contract year where services are not required. Contracts would be executed in increments of a base year and four option years. Vendor would need to furnish government each year with an all inclusive list of parts prices and rates for labor, travel/ per diem, etc for the upcoming contract year. Prices should not exceed the average price charged to all other non service contract ICP customers in order for the government to comply with their obligation to determine "price reasonableness". Terms for response times would be the same as agreed to in this solicitation. Additional information about this type of contract may be obtained upon request by calling 903 334-4877.

2.6 Maintainability - The type, frequency, and usual cost of preventive or routine maintenance to be performed by user and/or offeror should be delineated along with a list of spare parts that should be kept on-hand. Vendors will provide information such as what is the usual lifetime of the torch and what is the most

common reason for failure? What are the costs of the sample introduction system components and what are the normal costs over a year of operation? Additionally, vendors must provide data from their past 12 months track record on the availability of repair parts, mean time between failures, most common service problems, average downtime and cost and frequency of preventative maintenance. Vendor can supply any other compiled statistics they wish to demonstrate the reliability of their offered product. Average prices paid by non service contract customers for routine consumables and for major components should be included.

2.7 A scheduling plan is required that delineates timeframes in which offeror will meet contractual obligations to include time spans between contract award, equipment delivery, installation and training. Government will require installation at separate times for the two ICP instruments with approximately four to six weeks intervening between the two.

2.8 The successful offeror must be able to provide the set-up, services and support described herein for the system components of their manufacture and must be able to provide or arrange for the same set-up, services and support necessary for any components supplied by sub-contract vendors.

3 SALIENT CHARACTERISTICS

3.1 The vendor should provide an instrument using ICP as the sample excitation source, a simultaneous spectrometer for isolation of the emission spectra, a bi-directional plasma torch system (radial and axial from same mounting) must be included for this solicitation, and an electronic system to detect and present elemental quantitative data via a computer for data report printing and transmission to a LIMS data storage using computer programming.

3.2 Instrument must provide means for continuous wavelength usage in a range of at least 167 nm to 840 nm.

3.3 The system must include an auto sampler. It should be an Elemental Scientific, Inc. SC-4 DX FAST basic system including 4DX-F1-TSP (adaptable to 60Hz and 110-120V) or equivalent. This will have a FAST valve controller and FAST pump, Teflon rinse pump with split dual flowing PVDF rinse stations. Along with two Teflon sample probes with carbon fiber support and software interface. Must include racks and vials kit and PFA-ST Microflow nebulizer. Rinse bottle, (VM-F6) FAST valve module with side connection and 6-port FAST Valve and PFA internal standard addition tee. FAST completion kit with 8 loop sizes (pkgs 2,3A-DX, 4, 5A-DX, 6A-DX, 7A-DX, 9N). In addition to the standards rack (50 ml) and the sample racks (15 ml) the offer must include an additional three (3) sample racks to hold 35 mm diameter vials. Each rack should have 21 positions laid out in a 3 x 7 arrangement such as ESI part number SR2-21-35. The racks must fit the

supplied autosampler and software must be included to use this rack and all other racks from a drop down menu list already programmed into the autosampler. Additional to the vials in the kit, the offeror must include a quantity of 500 vials that fit the standards rack (50 ml) of this autosampler and a quantity of 500 sample vials (15 ml) that fit the included racks. All tubing and communication cables necessary for operation with instrument and/or computer must be included in offer. Pump tubing for the peristaltic pump must be included with a supply of two (2) packages of each size of pump tubing needed for normal operation with an internal standard line. Installation of autosampler, autosampler software, and modifications to present methods required to use new autosampler must be included in offer. This system should be routinely used by the ICP vendor and fully integrated with ICP and fully supported by ICP vendor. The system must include connectors to interface with government's glass concentric nebulizer.

3.4 Any necessary cooling must not use lab water lines and drain. All cooling must be by a closed loop (recirculator) system adaptable to 60Hz and 110-120V.

3.5 RF generators must be integrated into ICP and must be normal solid state generators offered with the system. The RF generator must meet all applicable FCC regulations of RF emission. No consumable parts should be included in RF generator for ICP.

3.6 Bi-directional plasma torch system (radial and axial from same mounting) must be included for this solicitation. Included will be the pneumatic sample introduction system necessary for vendor's offer to meet the required reporting levels in paragraph 3.9 using a glass cyclonic spray chamber and a concentric nebulizer able to handle high solids sample. More trouble prone variations of the introduction system such as modified Lichte nebulizers are not allowed. As part of bid the vendor must include a total of two (2) nebulizers and two (2) spray chambers. A total of two (2) ESI Apex E desolvation units must also be included. Use of these units must result in a minimum of five times less detection level for each of the metals listed in paragraph 3.9. Vendor must list in offer the detection levels in lab water for each metal on both sample introduction systems above.

3.7 The torch may be fully or semi-demountable in such a means that it has a separate injector and the injector can be changed without removing entire torch. Gas connections to the torch must be made automatically through the use of a mounting system needing only minimal alignment with an auto optimize routine under instrument or PC control. Additionally gas flow, plasma power, and pump should also be auto optimized.

3.8 ICP system must provide computer control with software that is **Windows 7 compliant.** RRAD will provide a PC, monitor and laser printer meeting the requirements of the software and ICP as specified by vendor. The vendor will load software onsite from a CD. Vendors whose offered software has already been awarded a 'Certificate of Networthiness' (CoN) by the Army is a significant plus. If

vendor has the same software (same revision and/or build) at another Army or Defense Department facility, the vendor may provide details to determine whether or not a CoN exists. Any additional required PC components (e.g. communication boards and or cables) will be provided and installed in government PC on-site by the vendor installation engineer.

3.9 Instrumentation offered must allow the following reporting levels (RL) for each metal in the calibration curve. All listed RL's must be the lowest standard on the calibration curve. These levels must be obtained within a run time of 3 minutes or less. This is a critical requirement and successful vendor must demonstrate compliance with this specification on-site with installed equipment during the government's initial acceptance testing. Offer should list the proposed wavelength and view used in the table below. Any questions should be addressed to 903-334-4878.

Element	RL ($\mu\text{g}/\text{L}$)	wavelength	View axial/radial
Silver	2		
Lead	5		
Aluminum	20		
Selenium	8		
Iron	20		
Magnesium	20		
Zinc	5		
Cadmium	0.5		
Chromium	5		
Nickel	5		
Copper	5		
Manganese	1		
Arsenic	8		
Barium	5		
Antimony	8		
Beryllium	4		
Titanium	5		
Cobalt	5		
Molybdenum	5		
Vanadium	5		
Thallium	5		
Cerium	5		

Successful vendor must develop and deliver two complete methods meeting the requirements of EPA 200.7 Rev 4.4 (TPDES method) and SW-846 6010C (RCRA method). Both methods must have all the above elements at their listed RL as the lowest standard on the calibration curve. Both methods require the use of an internal standard. The government will provide sample matrices relating to each specific method requested. It is responsibility of vendor to request these samples and provide shipping instructions. Analysis must be run upon the model of instrument, sample introduction spray chamber and nebulizer, autosampler, and accessories presented in vendor's offer. The TPDES method must include 4 integrations per standard and sample and the calibration matrix must be in 8% HNO₃ and 5% HCl. Table below includes the calibration standards, along with a blank, to be used in development of the TPDES method.

TPDES 200.7 ug/L (ppb)

	std 1	std 2	std 3	std 4	std 5
Ag	2	10	40	200	400
Pb	5	25	100	500	1000
Al	20	100	400	2000	4000
Se	8	40	160	800	1600
Fe	20	100	400	2000	4000
Mg	20	100	400	2000	4000
Zn	5	25	100	500	1000
Cd	0.5	2.5	10	50	100
Cr	5	25	100	500	1000
Ni	5	25	100	500	1000
Cu	5	25	100	500	1000
Mn	1	5	20	100	200
As	8	40	160	800	1600
Ba	5	25	100	500	1000
Sb	8	40	160	800	1600
Be	4	20	80	400	800
Ti	5	25	100	500	1000
Co	5	25	100	500	1000
Mo	5	25	100	500	1000
V	5	25	100	500	1000
Tl	5	25	100	500	1000
Ce	5	25	100	500	1000

The RCRA (SW-846 6010C compliant) method development must be done in conjunction with RRAD Lab personnel at time of award. This method will be used to analyze wastes in accordance with Toxic Characteristic Leachate Procedure (TCLP), land ban and universal waste regulatory requirements. If necessary, RRAD will provide these requirements to vendor upon request. The matrix will be 8% HNO₃. Same requirements listed elsewhere, such as a run time of 3 minutes or less, still apply. At present two standards for the RCRA method calibration curve are defined and listed in the table below. The method should allow full use of the linear range for each element and consideration will be given to minimizing the number of custom mixes and serial dilutions employed in making standards.

RCRA 6010C mg/L (ppm)

	Std 1	Std 2
Ag	0.002	5
Pb	0.005	5
Al	0.02	2.5
Se	0.008	1
Fe	0.02	2.5
Mg	0.02	2.5
Zn	0.005	2.5
Cd	0.0005	1
Cr	0.005	5
Ni	0.005	10
Cu	0.005	2.5
Mn	0.001	2.5
As	0.008	5
Ba	0.005	20
Sb	0.008	1
Be	0.004	0.1
Ti	0.005	1
Co	0.005	1
Mo	0.005	1
V	0.005	1
Tl	0.005	1

Ce 0.005 1

3.10 The computer software must be able to provide automatic reporting and printing of the complete sample analysis protocol for each metal analyzed with the ability to easily design the report format and order of metals reported. All raw data must be able to be saved and the system must allow for post run reprocessing of data. This would include changing of background correction points, standard values, IEC factors, etc. Background points must be either automatic or manual. Must be able to export to Microsoft Excel the results of the analyses, calibration, and QC. Software must be able to use at least 10 points on a calibration curve. Curve fit should be able to have analyst weighting functions of points on curve. User defined fields (a minimum of three, but five is preferred) must be available for use through the autosampler routine and stored with the data.

3.11 The ICP system must include either a kit or parts for internal standard introduction to be installed by vendor's representative during equipment installation.

3.12 The ICP must include an argon humidifier.

3.13 A power line conditioner must be included as part of the vendor's response that will protect the unit from low power conditions and power surges. Battery backups and surge protection for PC, monitor, and printer will be provided by government.

3.14 Offer must include four (4) complete torches or assembly components for four (4) entire torch assemblies.

3.15 Vendor must list the grade of liquid argon needed by instrument for optimal routine operations.

3.16 ICP must not use a shear gas to decrease the amount of self-absorption found in the cooler tail plume of the plasma from the optical path found on an axial system.

3.17 **All** gas flows must be controlled by the software from the computer by a mass flow controller to increase long run stability.

3.18 If optic purge gas is used, must be able to use either Nitrogen or Argon as the purge gas. Vendor must list grade of both gases and its storage (liquid or compressed). Supplied instrument and/or software must be able to conserve purge gas when instrument not in use, but still have a warm-up time of less than 20 minutes when instrument next used. Low purge rates should not be more than 1.2 liters per minute of gas. If low (standby) purge not used, start up must not be longer than 30 minutes.

- 3.19 Instrument and software should include a monitored rinse function to extend the rinse times to prevent carryover.
- 3.20 Instrument must provide a resolution of 7 pm at 200nm.
- 3.21 Any productivity enhancing features such as fast pump speed, drain sensors and /or a monitored rinse function to extend rinse times and prevent carryover should be delineated in offer.

4 QUALITY ASSURANCE PROVISION:

4.1 Examination-The unit shall be examined for compliance with the requirements specified in Section 3 of this purchase description. Any redesign or modification of the supplier's standard product to comply with the specified requirements shall receive particular attention for adequacy and suitability. Noncompliance with any specified requirements or presence of one or more defects preventing or lessening maximum efficiency shall constitute cause for rejection.

4.2 Responsibility for Inspection-The supplier shall be responsible for the performance of all inspection requirements to provide a mechanically sound system that will meet or exceed the requirements in Section 3 of this purchase description. Vendor will demonstrate compliance with these specifications on-site once equipment is installed. The Government (RRAD's end item users) will perform the final acceptance inspection and testing after installation and equipment familiarization.

5 PACKING AND SHIPPING:

The manufacturer shall preserve and package the material supplied in a manner to afford protection against deterioration and damage from source to Red River Army Depot. The equipment shall be packed in a manner to assure carrier acceptance and safe delivery to destination. Container shall conform to carrier rules applicable to mode of transportation used. Any packing and shipping costs to be paid by government must be listed in bid.

Shipping Address for instrument and accessories will be to following address:
Red River Army Depot
Bldg 300 Chem Lab
ATTN: 903-334-4878

Texarkana, TX 75507

Carrier should be informed that location is outside of RRAD perimeter fence.

SPECIFICATIONS CHANGE 1

09/21/2011 GSA RFQ 608226 SOW UPDATE:

We have been approached by the manufacturer of an accessory we requested in our ICP spec about a limit issue, and wanted you to advertise the answer to all vendors. The question was concerning clarification of the Reporting Levels (RLs), and Minimum Detection Limits (MDLs) required. The RL must be on the calibration curve, making it the Minimum Analytical Level (MAL) as defined in Texas.

The answer is the instrument without the use of the APEX E, but with the use of a glass concentric nebulizer in conjunction with a cyclonic spray chamber, must achieve the RLs listed in the table in paragraph 3.9. The MDL levels are not specified, but will have to be approximately one third (or less) of the RLs in order for the RLs to function easily on the calibration curve.

When the APEX E is added, we want a decrease of five fold in the RLs and the MDLs. This will allow for easier current operations and the ability to lower our RLs in the future as permit limits change.

If the vendors are still not clear on what we are requesting, please feel free to contact us again.

DELIVERY LOCATION & INFO

Vendor or Carrier shall call ahead to make an appointment for any and all deliveries or installation and training time. Coordination will be made with the end user and also with a courtesy note to contracting.

Shipping Address for instrument and accessories will be to following address:

Red River Army Depot
Bldg 300 Chem Lab
ATTN: 903-334-4878
Texarkana, TX 75507

POC for Contracting is Paul Johnson, 903-334-4283, of paul.a.johnson1@us.army.mil.

Carrier should be informed that location is outside of RRAD perimeter fence.

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.

52.000-4953 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SUPPLIES (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.

IMPORTANT INFORMATION:

PLEASE SUBMIT YOUR INVOICE/RECEIVING REPORT IN WAWF WHEN YOU SHIP YOUR ITEMS. WE HAVE NOTHING TO RECEIVE YOUR SHIPMENT AGAINST IF THE INFORMATION HAS NOT BEEN SUBMITTED IN WAWF WHEN YOUR DELIVERY ARRIVES.

INCLUDE THE PURCHASE REQUEST NUMBER IN THE LINE ITEM DESCRIPTION. YOU WILL FIND IT UNDER THE LINE ITEM DESCRIPTION ON THIS ORDER.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

All codes are required for proper processing.

[X] Invoice and Receiving Report (Combo)

[X] Contractor CAGE Code

[X] Pay D0DAAC: HQ0303

[X] Issue DoDAAC: W911RQ

[X] Admin D0DAAC: W911RQ

[X] Inspect by D0DAAC: W911RQ

[X] Contracting Officer: W911RQ

[X] Ship To Code: W911RQ

Contractor: WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”. There are currently no additional e-mail submissions required.

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 about status of your payment.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Centralized Customer Service Contact Center at 1-800-756-4571. Please have your order number and invoice ready when calling about payment status.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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).

____ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

____ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (10) [Reserved]

____ (11)(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.

____ (12)(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.

____ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

____ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (17)(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.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

(24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

(26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

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

___ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (32) 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.)

___ (33)(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.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

X (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 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.

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

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

___ (43) 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)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(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) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.236-4031 SECURITY REGULATIONS (Apr 1994)

(a) All contractors, subcontractors, and their employees are responsible for complying with the following regulations:

(1) Items forbidden on the depot include "strike anywhere" matches, alcoholic beverages, narcotics, photographic equipment, unauthorized tools, firearms, explosives and illegal knives (stilettoes, switchblades, hook blades, and blades over three inches in length).

(2) Personnel will not retain passes and badges upon job completion or termination, enter depot in an intoxicated condition, fight, gamble, picket, or create a disturbance. Failure to return badges will cost your firm \$50.00 per badge.

(3) Contractor will ensure that all contractor employees comply with all applicable fire, safety, and security requirements and adhere to all applicable state and federal labor laws and regulations.

(b) General Instructions:

(1) All depot traffic regulations will be observed.

(2) Predetermined work routes will be followed with no deviation.

(3) All personal vehicles and containers are subject to search and confiscation of unauthorized items while on the depot (with or without presence of owner).

(4) Notorious misconduct off the depot may be sufficient grounds for denying entrance to the depot.

(5) POV'S must have a minimum insurance coverage and state inspection sticker, in accordance with Texas State Laws.

(6) All personnel will adhere to all depot fire, safety, security, and other applicable regulations.

52.236-4033 FIRE PREVENTION AND PROTECTION (Apr 1994)

The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the installation fire marshall for use of open flame devices, such as: blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment in, or within 15 feet of buildings. The contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

52.236-4034 ROUTINE UNESCORTED ACCESS CREDENTIAL REQUIREMENTS (Nov 2010)

In accordance with Department of Defense (DoD) and Army policies governing Physical Access Control, all unescorted persons who require routine access to Red River Army Depot (RRAD) (includes stand-alone facilities) must have a valid purpose to enter, have their identity proofed and vetted by RRAD, and be issued, or in possession of an authorized and valid access credential. Persons possessing a DoD-issued Common Access Card (CAC) are vetted to DoD personnel security standards and shall be considered identity proofed. Non-Federal Government and Non-DoD issued card holders who require routine unescorted access shall require identity proofing and vetting to determine fitness and eligibility for access. The National Crime Information Center (NCIC) Database is the Government's authoritative data source for vetting the claimed identity and to determine fitness, using biographical information including, but not limited to, the person's name, date of birth, and social security number. Persons requesting access to RRAD who are not in possession of an approved Government-issued identification card shall be required to provide one of the documents listed below in order to initiate the proofing and vetting requirements.

Authorized documents are:

- (1) US Passport or US Passport Card
- (2) Permanent Resident Card or Alien Registration receipt Card (INS Form I-551)
- (3) Foreign Passport with temporary (I-551) stamp or temporary (I-551) printed notation on a machine readable immigrant visa
- (4) Foreign passport with current arrival-departure record (INS Form I-94)
- (5) Employment authorization document that contains a photograph (INS Form I-766)
- (6) Driver's License or Identification Card issued by a state or outlying possession of the United States, provided it contains a photograph and biometric information such as name, DOB, gender, height, eye color, and address
- (7) Identification Card issued by Federal, State, or local Government Agency, provided it contains a photograph and biometric information
- (8) School Identification Card with Photograph
- (9) US Military Draft Record
- (10) US Coast Guard Merchant Mariner Card
- (11) Transportation Workers Identification Credential (TWIC)
- (12) Native American Tribal Document

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2011)

(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) 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (DEC 2010) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12)(i) 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008) of 252.225-7021.

(iii) Alternate II (DEC 2010) of 252.225-7021.

(13) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(14) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(15)(i) 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2010) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) Alternate I (JUL 2009) of 252.225-7036.

- (iii) ___ Alternate II (DEC 2010) of 252.225-7036.
 - (iv) ___ Alternate III (DEC 2010) of 252.225-7036.
 - (16) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
 - (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
 - (18) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - (19) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
 - (20) ___ 252.227-7015, Technical Data—Commercial Items (SEP 2011) (10 U.S.C. 2320).
 - (21) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
 - (22) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
 - (23) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
 - (24) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
 - (25) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - (26) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
 - (27) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
 - (28)(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.
 - (29) ___ 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) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (SEP 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

H2. INSURANCE (Fixed Price Contract)

Pursuant to the requirements of the contract clause titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.
- c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

L2. AMC-Level Protest Program

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

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

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

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

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