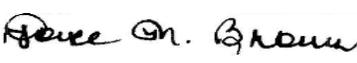


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 40				
2. CONTRACT NO. W911RQ-13-D-0005		3. AWARD/EFFECTIVE DATE 19-Dec-2012		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR 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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 8M NAICS: 811121			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS
15. DELIVER TO RED RIVER ARMY DEPOT STEVEN MORGAN M/F BLDG 325 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000			CODE W911RQ		16. ADMINISTERED BY TARA ZWERMANN PHONE: 903-334-3471 FAX: 903-334-2628/2541 TARA.D.ZWERMANN.CIV@MAIL.MIL TEXARKANA TX 75507-5000			CODE W911RQ		
17a. CONTRACTOR/OFFEROR HP LOGIT MANAGEMENT, LLC HUGH HALL 2721 W 7TH ST TEXARKANA TX 75501-6421 TEL. 254.223.6446			CODE 4ZJC3		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					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) \$15,525,024.00			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							19-Dec-2012			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joyce M. Brown / Contracting Officer TEL: 903-334-4605 EMAIL: joyce.m.brown74.civ@mail.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
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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	OPT YR 1 M871A2 TACTICAL FFP M871A2 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334602	50	Each	\$19,810.54	\$990,527.00
					\$990,527.00
					ESTIMATED NET AMT
ACRN AA CIN: A51230013346020001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	BASE M871A3 FFP M871A3 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334604	25	Each	\$21,301.62	\$532,540.50
					\$532,540.50
					ESTIMATED NET AMT
ACRN AA CIN: A51230013346040002					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	BASE M872A3 FLAT BED FFP M872A3 FLAT BED IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334607	200	Each	\$24,346.27	\$4,869,254.00

ESTIMATED NET AMT	\$4,869,254.00
-------------------	----------------

ACRN AA CIN: A51230013346070003	\$0.00
------------------------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001	BASE M871A2 TACTICAL FFP M871A2 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334601	50	Each	\$19,810.54	\$990,527.00

ESTIMATED NET AMT	\$990,527.00
-------------------	--------------

ACRN AA CIN: A51230013346010001	\$0.00
------------------------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002	OPT YR 1 M871A3 FFP M871A3 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334605	25	Each	\$21,301.62	\$532,540.50
					\$532,540.50
ACRN AA CIN: A51230013346051002					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003	OPT YR 1 M872A3 FLAT BED FFP M872A3 FLAT BED IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334608	125	Each	\$24,346.27	\$3,043,283.75
					\$3,043,283.75
ACRN AA CIN: A51230013346081003					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001	OPT YR 2 M871A2 TACTICAL FFP MA871A2 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334603	50	Each	\$19,810.54	\$990,527.00

ESTIMATED NET AMT	\$990,527.00
-------------------	--------------

ACRN AA CIN: A51230013346032001	\$0.00
------------------------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002	OPT YR 2 M871A3 FFP M871A3 IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334606	25	Each	\$21,301.62	\$532,540.50

ESTIMATED NET AMT	\$532,540.50
-------------------	--------------

ACRN AA CIN: A51230013346062002	\$0.00
------------------------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003	OPT YR 2 M872A3 FLAT BED FFP M872A3 FLAT BED IAW SOW FOB: Destination PURCHASE REQUEST NUMBER: A5123001334609	125	Each	\$24,346.27	\$3,043,283.75
ESTIMATED NET AMT					\$3,043,283.75
ACRN AA CIN: A51230013346092003					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
1001	Origin	Government	Origin	Government
1002	Origin	Government	Origin	Government
1003	Origin	Government	Origin	Government
2001	Origin	Government	Origin	Government
2002	Origin	Government	Origin	Government
2003	Origin	Government	Origin	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 02-JAN-2013 TO 01-JAN-2014	N/A	RED RIVER ARMY DEPOT STEVEN MORGAN M/F BLDG 325 100 JAMES CARLOW DRIVE TEXARKANA TX 75507-5000 903-334-4309 FOB: Destination	W911RQ
0002	POP 02-JAN-2013 TO 01-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0003	POP 02-JAN-2013 TO 01-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001	POP 02-JAN-2014 TO 01-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1002	POP 02-JAN-2014 TO 01-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1003	POP 02-JAN-2014 TO 01-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001	POP 02-JAN-2015 TO 01-JAN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2002	POP 02-JAN-2015 TO 01-JAN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2003	POP 02-JAN-2015 TO 01-JAN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: Funds will be cited on each delivery order issued

AMOUNT: \$0.00

CIN A51230013346010001: \$0.00

CIN A51230013346020001: \$0.00

CIN A51230013346032001: \$0.00

CIN A51230013346040002: \$0.00

CIN A51230013346051002: \$0.00

CIN A51230013346062002: \$0.00

CIN A51230013346070003: \$0.00

CIN A51230013346081003: \$0.00

CIN A51230013346092003: \$0.00

PWS

Red River Army Depot
M172 / M870 / M871 / M872/PLS Series

Overhaul Performance Work Statement
08 Mar 2012

1. General Information:

This contract is to augment Red River Army Depot (RRAD) maintenance capabilities. Contractor will be responsible for the COMPLETE REBUILD of the trailers listed on the Scope of Work (SOW). Contractor will be responsible to provide a secured facility (to include a perimeter fence that meets or exceeds the standards for perimeter fencing as outlined in FM 3-19.30.), labor, tooling, transportation, and all required parts as a requirement to bid on this contract. Contractor will be returning all assets worked under this SOW to Condition Code "A", zero hours/zero miles standards IAW this SOW and all applicable Technical Manuals (listed below). Contractor will be responsible for inspecting, repairing and installing if missing all MWO's (Modification Work Order's). Contractor will check for SOUM's (Safety of Use Messages) and GPM's (Ground Precautionary Messages) and PS Magazine Articles for every trailer and will follow directions listed in above messages. Contractor will be responsible for procuring and installing BII (Basic Issue Items), and COEI (Components of End Item), located in listed TM's, on certain trailers before returning them to RRAD. Contractor must provide a detailed listing of all work experience in maintenance and production of commercial and military vehicles for the last 5 years. Contactor's facility must be within 100 miles from the depot. All hired subcontractors must be within the 100 miles as well. Subcontractors must be approved by RRAD before the Contractor will be authorized to use them. All parts installed by the Contractor must meet or exceed U.S. Army specifications.

2. Trailer Models:

- | | |
|--|----------------------|
| A. Semi-Trailer, Break-bulk/Container M871A2 | NSN 2330-01-294-3367 |
| B. Semi-Trailer, Break-bulk/Container M871A3 | NSN 2330-01-458-6865 |
| C. Semi-Trailer, Flatbed 34T M872A3 | NSN 2330-01-142-1385 |

Contractor may be required to add additional models, by contact modification, depending on production schedules and/or customer requirements.

3. Technical Data:

Contractor is responsible for having all referenced Technical Manuals, Mil – Specifications, Federal Standards, Technical Bulletins and any other referenced technical data on hand at the contractor facility to ensure compliance with the SOW and Tech Data.

Any variation from the Mil Specs or Products referenced in this SOW must be approved in writing by the Contracting Officer prior to it being used by the contractor. Any deviation from this SOW without consent is un-authorized.

Electronic Copies of all references are available at:

www.logsa.army.mil/etms/online

Contractor will be responsible for obtaining access to LOGSA to access the ETMS.

References:

1. AR 190-13 Army Physical Security Program
2. AR 750-1 Army Maintenance Policy and Retail Maintenance Operations
3. DA 25-30 Corrosion Rating System
4. DA Pam 750-8 The Army Maintenance Management System
5. FED-STD-595C Colors Used in Government Procurement
6. FM 3-19.30 (paragraphs 4-8) Army Perimeter Fencing Requirements
7. MIL-HDBK-4664 Rust Proofing for Military Equipment
8. MTMCTEA Pam 55-20 Tie Down Handbook for Truck Movement
9. TB 43-PS Series PS Magazine
10. TB 43-0123 Corrosion Prevention and Control
11. TB 43-0221-2 Delayed Desert Damage
12. TB 43-0209 Color Markings and Camouflage Painting of Military Vehicles
13. TB 43-0239 Fasteners used on Tank/Automotive Equipment Maintenance in the Desert.
14. TB 42-0242 Chemical Agent Resistant Coating (CARC) Painting
15. TM 38-470 Storage and Maintenance of Prepositioned Stock
16. TM 43-0139 Painting Instructions for Army Material
17. TM 750-244-6 Procedures for Destruction of Tank/Automotive Equipment
18. TM 750-245-4 Quality Control Inspectors Inspections Criteria
19. TM 9-214 Inspection, Care and Maintenance of Antifriction Bearings
20. TM 9-237 Welding Theory
21. TM 9-2510-242-40 Repair of Frames, Trailers and Semi Trailers
22. TM 9-2610-200-14 Care, Maintenance, Repair and Inspection of Pneumatic Tires and Inner Tubes
23. TULSA (TACOM Unique Logistics Support Applications) Portal-
<https://tulsa.tacom.army.mil/>
24. TM 55-2330-200-15-1 M172A1 Trailer
25. TM 9-2330-211-14&P M172A1 Trailer
26. MWO 5-2330-360-23-1 M870 Trailer
27. TM 5-2330-378-14&P M870 Trailer
28. TM 5-2330-378-14&P M870A1 Trailer
29. TM 5-2330-325-14&P M870A3 Trailer
30. TM 9-2330-358-14&P M871A1 Trailer
31. TM 9-2330-386-14&P M871A2 Trailer
32. TM 9-2330-326-14&P M871A3 Trailer
33. MWO 9-2330-331-23-1 M872A2 Trailer
34. MWO 9-2330-359-30-2 M872A2 Trailer
35. TM 9-2330-359-14&P M872A2 Trailer
36. TM 9-2330-359-14&P M872A3 Trailer
37. MWO 9-2330-385-20-1 M1076 Trailer
38. TM 9-2330-385-14 M1076 Trailer
39. TM 9-2330-385-24P M1076 Trailer
40. Files containing all data not listed here for all models.

4. Definitions:

- A. Condition Code "A": Serviceable/Issuable without qualifications, new, used, repaired or reconditioned material that is serviceable and issuable without limitations or restrictions"
- B. Repair: Restoring a component to its original performance condition, replacing parts if necessary
- C. Original Equipment Manufacturer (OEM): The Company that originally manufactured, fabricated, or supplied the component or part. OEM may include items manufactured by a subcontractor for an original equipment manufacturer, provided that the name or trademark of the OEM is shown on the item, label, or container.
- D. Serviceable Part: Any part that is capable of meeting or exceeding the minimum OEM standards for performing the function for which it was originally designed.
- E. Unserviceable Part: Any part that no longer meets minimum OEM standards
- F. Completed Rebuild/Zero Hours/ Zero Miles: Process defined as an end item total tear down and replacement of all expendable components, all aged components, reconditioning of structural components, and the procedures identified for overhaul of the end item. Recapitalization of an item includes rebuild and should restore the item to a standard configuration installing all outstanding MWOs/engineering change proposals (ECPs) in the process and all for technology insertion.
- G. Mandatory Replacement Part: Parts / components that shall be replaced on each vehicle that is repaired.
- H. WELDMENT: A unit formed by welding together an assembly of pieces
- I. CRACKS – A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone. No cracks are allowed.
- J. POROSITY – Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification. Maximum pore size shall be 1/16 inch. There shall be no more than six pores for any twelve-inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (examples: three pores maximum for a six inch length of weld).
- K. OVERLAP – Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld. A radiuses tie-in must exist with the parent metal. The overlap condition must not exceed 10% of the total weld length.
- L. SLAG INCLUSION – Slag inclusion is defined as a nonmetallic solid mater or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes. No slag inclusions are allowed.
- M. UNDERCUT – Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.
 - i. For base materials 0.25 inch and less in thickness, no undercutting is permitted.
 - ii. For base materials greater than 0.25 inch thickness the depth of the undercut shall not be more than 1/32 inch and it must not have a width more than twice the depth.
 - iii. The length of undercut shall not exceed two inches cumulative in any continuous 24-inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater, i.e., for an eight inch continuous length of weld, maximum cumulative allowable undercut is one inch.

- iv. The above criteria should be used in conjunction with MIL-STD-1261, MIL-W-46086 and MIL-STD-1941. American Weld Standard (AWS) A3.0 shall be used to define all other welding terms not defined herein.

- N. Rust Removal: Is physically removing rust from the surface taking it to bare metal then priming and painting the areas as required per the paint TMs and TBs.
- O. Rust Proofing: Is applying a chemical compound to the metal to prevent rusting
- P. Government Furnished Material (GFM): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract

5. Vehicle Repairs:

A. Description:

Trailers in various states of disrepair will be provided by the US Army, (Red River Army Depot). Contractor will repair the trailers adhering to the repair procedures / standards contained in this SOW and the applicable Technical Manuals.

1. Initial Analysis and Degree of Disassembly

- a. An initial analysis will be made of every trailer repaired under the provisions of this SOW using the best available diagnosis, inspection, and testing techniques to determine extent of work and parts required. Trailers will be disassembled to the extent necessary to determine that components meet the requirements specified in this SOW and/or applicable technical manuals.
- b. To the fullest extent possible, test equipment will be used to determine work requirements. Unnecessary disassembly of assemblies and subassemblies or the unnecessary removal of assemblies and subassemblies from the semi trailers will not be accomplished unless required/specified in this SOW and/or applicable technical manuals. In cases when conformance to the SOW cannot be certified through existing inspection and test procedures, or by the use of available diagnostic equipment, the assembly will be removed, disassembled, inspected, tested and repaired to the degree necessary to assure full conformance with this publication.
- c. Reference. If there is conflict between this SOW and vehicle technical manuals regarding dimensions, repair part specifications, work performance or any other issue, the SOW will prevail.

2. Acceptance Testing / Quality Assurance:

- a. Contractor will build (throughout the trailer process) and maintain a "Jacket file" for every trailer being worked. This jacket file will include the following information and:
 - i. Vehicle Serial Number; USA Number; Model Type; NSN
 - ii. DA 2404 listing all repairs made.

iii. Quality Inspection Check Sheets.

- b. Jacket file will be built by the government and maintained by the contractor. (file will be given at the time of the trailer release but will be maintained throughout the trailer process by contractor) Completed file will be returned to the government at the completion of trailer.
- c. Upon acceptance of the completed trailer by RRAD Inspectors, a copy of the contractor check sheets; all DA 2404 Forms and any other paperwork generated for these assets will accompany the trailer jacket file when returned back to the depot.
- d. Each Trailer shall be road tested (5-10 miles) and visually inspected after completion of repairs. Road test will be conducted with RRAD inspector present at contractor's facility. Rework of a repair shall be accomplished if it is found to be inadequate. This inspection shall be used to verify compliance to all requirements of the SOW. All welds shall be 100% visually examined for freedom from spatter, residue, cracks and porosity.
- e. Each Trailer will be inspected by RRAD personnel upon completion by the Contractor at contractor's facility. Any trailer that has not been repaired according to the SOW will be returned to the Contractor for correction of these defects within 4 working days.

3. Seals and Gaskets

- a. All seals and gaskets will be replaced 100% (MANDATORY). Evidence of lubricating or hydraulic oil passing through seal/gasket or around the seal is in itself not a defect: however, consideration must be given to the fluid capacity in the item being checked and / or inspected. The following will be used as a guide in determining the degree of oil loss:

- Q. Class I – Seepage of fluid (as indicated by wetness or discoloration not great enough to form drops.)
- R. Class II - Leakage of fluid great enough to form drops, but not enough to cause drops to fall from the item being checked and / or inspected.
- S. Class III – Leakage of fluid great enough to form drops that fall from the item being checked and / or inspected

Basic Issue Items (BII). The contractor shall provide BII kits IAW the appropriate TM's on ALL trailers. On PLS trailers, order interface kit NSN. The Trailer Interface Kit NSN 2590-01-507-7132 Part # 57K4591 and contains the left side ramp NSN 2590-01-539-2857 and the right side ramp NSN 2590-01-533-8676 for the M1076 PLS Trailer BII/COEI.

- 1. Components of End Item (COEI). The contractor will install COEI IAW the appropriate TMs on specific trailers at 100%

B. Brake System:

1. Brakes. Brake shoes will be replaced with new 100%. Linings will show no evidence of oil or grease. Non-asbestos linings will be used with coined brake shoes and will not be mixed on an axle with asbestos backed linings. Brake backing plates and related parts will be properly mounted, free from bends and distortion, and properly coated with primer coating of synthetic rust-inhibiting lacquer.
 2. Drums. Brake drums will not be cracked or distorted. Minor heat checks, which do not extend to outer edge of drum, are acceptable. Drum braking surface will be concentric to wheel hub center within 0.010 inches for trailers covered in this SOW. Scores on drum braking surfaces, which reduce lining-to-drum contact more than 10%, are not acceptable. Maximum allowable increase in drum diameter (over original) will not exceed 0.125 inch. Refinished drums, which are machined to maximum allowable diameter, are acceptable if remaining scores do not exceed 1/32 inch in width or 1/64 inch in depth. Oversize will be stamped on outer face of drum just above and between two studs on finished drums. Linings will not be shimmed. New shoe and lining assemblies will be used on both brakes of the same axle, using the same brake lining composition. Drums must be checked and serviced IAW the applicable technical manual.
 3. Brake hose and lines. Brake lines and hoses will be replaced new 100%. Brake lines will be of correct diameter and length and free of kinks or flat sections. Fittings and nuts will not be distorted (over tightened, rounded).
- C. Air supply tanks. Air reservoir must be free of leaks, damage, or corrosion. Air tanks that have dents or damage on welds will be replaced with new. All water will be drained, and drain valves will be in operating condition. Safety valve will be adjusted to relieve pressure at approximately 150 PSI. Air supply tanks will be replaced 100% on PLS trailers. All other trailer models can be reused if possible.
1. Brake chambers and valves will be replaced with new 100%. (Repair of air chambers are not authorized)
 2. Emergency Relay Valve: Will be replaced 100% with new. Valve will function properly during all operational conditions. Proper operation is to be assured with towing vehicle connected. (Repair of the relay valve is not authorized)
 3. Slack Adjusters will be replaced 100%. Self-adjusting Slack Adjusters are required 100% where authorized.
- D. Air Hose Assembly: Air hose assemblies will be free of leaks or damage.
- E. Bumpers: Bumpers will be properly aligned within 1 inch and free of cracks. Dents not exceeding 7/16 inch are acceptable when alignments are not affected.
- F. Cargo Bodies: Waves, sags, or bulges not in excess of 3/8-inch height or depth over a distance of 12 inch or more are acceptable. Single dents not in excess of 1/8 inch in depth covering an area 1-inch or more with not more than one dent in a 6-inch square

area are acceptable. Minor rust pitting is acceptable if filled and sanded before painting. Normal distortion caused by forming or spot welding is acceptable.

G. Corrosion Control (Rust proofing): Vehicles will be rust proofed IAW TB 43-0213 and MIL STANDARD, MIL-R-46164.

H. Data Plates/Decals:

1. All required data plates/decals will be replaced with new, IAW TM's.

b. Item Unique Identification (IUID) Requirements. The IUID will be applied directly on the frame of each RESET semi-trailer next to the end item identification data plate. Refer to the latest version of MIL-STD guidelines at this web address <http://www.acq.osd.mil/dpap/pdi/uid/index.html>. RRAD will provide IUID TAGs to the contractor as GFM. RRAD will be responsible for ensuring assets are registered in the DOD registry.

c. Items requiring IUID marking:

- i. Overall Trailer
- ii. Individual Axles

These IUID kits will be provided to the contractor by the Government. RRAD will provide all warranty plates.

12. Electrical System: All wiring and lights will be replaced 100%. Functionally test the complete electrical system. All lights and turn signals must function properly. All electrical cables/harnesses will function properly and be free of damage. Connections must be free of damage, and function properly both electrically and mechanically. Grommets, clamps, insulation tape and receptacles must be properly installed. Trailer receptacle body and cover will not be damaged and internal connections will be free of corrosion and foreign matter. Discoloration, scratches, or corrosion on lenses is NOT ACCEPTABLE.

13. Fifth Wheel Plate: Fifth wheel plate shall be free of cracks or breaks. Scoring through normal use is acceptable.

14. Kingpin: Kingpins will be free of excessive wear. The kingpin should be replaced when any of the following conditions occur: wear of 1/16 inch over ¼ or 25% of the circumference of the pin (this would be a condition of uneven wear on one or more sides of the diameter to be reduced by 1/16 inch. Other surface irregularities which further constitutes replacement of the kingpin is when a crack of any size is noted anywhere on the pin or associated welds, or when a nick, chip or gouge is deeper than 1/8 of an inch is noted anywhere on the wear surface of the kingpin.

15. Frames, Side rails, Cross members and Welds:

Must be free from cracks, breaks, loose mountings, and bends affecting alignment; must be free of broken welds. Frames must be in proper alignment.

Turntable bearing in the M1076 trailer will be disassembled and all parts will be inspected for damage and wear. Any damaged or worn parts will be replaced with new.

16. Welds: The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (NOTE: Workmanship specimens, which require cross sectioning, must also be evaluated for subsurface quality; these criteria are not contained herein). Any discontinuity exceeding this limit is classified defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated IAW the acceptance standard specified on the drawing in addition to these requirements. Drawings for boxes will be provided to winning contractor for recreating boxes.
17. Landing Gear, Rear Leveling Jacks, and Aircraft Loading Jacks:
 - a. Functionally test throughout its complete range. Components must function properly and will not be damaged or have permanent deformation.
 - b. Crank arm and handle shall be free of cracks, bends, and broken welds. Bracket and spindle assemblies will be free of breaks, cracks, scoring, wear, or damage. Handle assembly housings, caps, cones, gears, shafts, tubes, and bushings will be inspected for defects.
 - c. M1076 trailer that come in with the Tow Bar Extension Kit installed will leave with this kit installed. The Tow Bar Extension Kit will be inspected and any damaged or worn parts will be repaired or replaced.
18. Lubrication: Lubricate trailers IAW technical manuals using prescribed grease and oil, which comply with the applicable military specification. The Lubrication Order for each model will be followed including oil can points. Reuse of drained lubricant is not authorized. Transportation, disposal and handling of material with potential environmental impact are to be handled IAW local EPA requirements. Contractor will be responsible for disposing of all hazardous waste to include oils, lubricants, and any other waste generated by the maintenance process.
19. Paint (Exterior/Interior):

Cleaning – All trailers will be washed prior to maintenance and will be steam cleaned prior to final paint process.

 - Blasting, Priming and Rust Proofing: All trailers will be blasted or equivalent process to ensure that the trailer is clean and free of all old CARC Paint and rust. All trailers will be COMPLETELY BLASTED down to bare 100% metal; trailer will be inspected for cracks in the metal. Any damage found will be repaired by the contractor. Contractor will be required to complete all inspections of cracks in metal. RRAD will do sample inspections.

Rust Proofing:

All vehicles will be rust proofed. Contractor rust proofing will meet or exceed the standards set in TB-43-0213. This TB is incorporated by reference into this solicitation and the resulting contract. The bottoms of the storage boxes will be undercoated to a minimum thickness of 3.5 Mil(DRY) after applying primer and paint to a minimum thickness of 3.2 Mil(DRY).

All areas to be undercoated will be primed and painted first.

All corroded areas will be treated, after cleaning and corrosion removal, with a commercially available, RRAD approved, rust inhibitor (see MIL-PRF-81309F). The commercial brands "One Step" or "Silver Max" are approved for use. Use of any other rust inhibitor must be approved by the contracting officer or his/her representative in writing.

All areas treated for rust and corrosion will be primed over after the rust inhibitor has been applied.

1. One Step Aerosol – PN 3509 Talsol-Bondo / Marhyde
2. One Step Liquid - PN 3512 Talsol-Bondo / Marhyde
3. Silvermax / Rustbullet FPS Enterprises in Jean Nevada

The bottoms of the storage boxes will be undercoated with a Chemsol 132 under coating. Undercoating will be applied evenly and will not let the bottom layer of paint show through. Undercoating will be applied used IAW its application instructions. Thickness will be referenced on application instructions.

Painting:

Trailers will be CARC painted IAW Mil-C-53072A or MIL-DTL-64159. All rivets and seams will be painted.

Regardless of the number of layers of topcoat, the total dry film thickness (from substrate to outer layer) shall not exceed 13 mils.

Machine surfaces, wiring harnesses, rubber and plastic air hoses, sight glasses, rubber/plastic boots, lights, data plates/decals, tires, and decking will not be painted and will be free of any overspray.

All trailers will be painted a single color. This information will be provided by the Government in the Special Information Sheet provided in the jacket file.

Contractor is responsible for all stenciling. Stenciling will be accomplished by contractor before final inspection. RRAD shall provide stencil package to Contractor within 15 calendar days after award.

20. Storage Boxes:

Waves, sags, or bulges not in excess of 3/8-inch height or depth over a distance of 12 inch or more are acceptable. Single dents not in excess of 1/8 inch in depth covering an area 1-inch or more with not more than one dent in a 6-inch square area are acceptable. Minor rust pitting is acceptable if filled and sanded before painting. Normal distortion caused by forming or spot welding is acceptable. Hinges properly secured, free of twists and bends, and operating freely are acceptable. Latches functioning as originally intended are acceptable.

21. Axles and Suspension

- a. Wheel bearings will be replaced 100%.
- b. Springs will be free of cracked or broken leaves, excessively worn bushings, and evidence of permanent set. Spring clips and center bolt will be intact. Spring mounting hardware will be in place and free of damage. Threaded type spring bushings will not exceed 0.030 inch accumulated clearance. Pin and bushings will not exceed accumulated clearances as follows:

<u>Pin & Bushings</u>	<u>Accumulated Clearances</u>
½ inch	0.025 inches
½ to 1 inch	0.035 inches
Over 1 inch	0.060 inch

- d. Spring side clearance will not exceed 3/16 inch. Axle tubes will be free of breaks, bends, and cracks; radius rods will be straight and rubber bushings will be serviceable. Weather checked rubber grommets are acceptable. Axle spindle threads will be free of wear, cross threads or damage. Axle spindles will be free of bends and damaged bearing seats.
- e. All loose or damaged U-Bolts will be replaced and torque. Wear or scoring on saddle side thrust plates will not exceed 1/8 inch. Bearing plates worn to the extent that spring leaf rides on guide bracket will be repaired. Bushings worn to the extent that spring leaf rides on guide bracket will be replaced.
- f. Torque Rods: Inspect torque rods for damage and for looseness at attachments to frame and axles. Check mounting brackets for cracks, breaks, rust, or loose mounting on the frame. Rubber must be resilient. Robs should be either taped off prior to painting. If robs are bad, replace. Minimal paint is acceptable.

22. Tires:

- a. It is mandatory that all tires be replaced 100% (including the spare tire)
- b. Bias ply tires are not authorized and will be replaced 100% with steel belted radials.

23. Wheels: Wheels will be free of cracks, breaks, and damaged mounting holes. Wobble will not exceed the following: 16-inch wheels, ¼ inch wobble; 17 to 20 inches and up, ½ inch wobble. Above measurement is obtained by measuring the difference between high and low points on wheels adjacent to the bead on the tire while wheel is mounted on vehicle.

SINGLE PIECE WHEELS are the only Authorized wheels for use on these assets, any assets received with split rim wheels will be replaced with the Single Piece wheels.

The M172A1, M870 and M870A1 trailers do not currently have a replacement for the split ring type wheel. TACOM will have a replacement wheel for these models before FY 12 production is sent to contactor facility. Current programs for these models will use the split ring type wheel with steel belted tires.

M1076 PLS Trailer has a 2 piece rim which is covered by the listed MWO in the references. All split ring type wheels for the M1076 trailer will be replaced with the new 2 piece bolt together rim. Trailers must have all wheels from the same manufacturer they must all be Titan or they all must be Accuride.

24. Trailer Connecting Accessories: Glad hands/couplings will be intact and functioning properly. The electrical connector will be serviceable with its seal intact. Inter-vehicular cables will be serviceable. Insulation and rubber jackets shall be free of cuts and breaks. Glad hand rubber grommets have a 100% mandatory replacement.

When trailer is complete and awaiting transport the glad hand covers will be on the glad hands to prevent insects, rain, etc from getting into the air system of the trailer.

25. Wood: Wooden parts will be free of damage and decay.

a. Side Panels: All side panels will be refurbished to like new condition or replaced with new side panels as needed. You will receive some side panels. If side panels are received, they may be used on trailer. If not, they will need to be purchased.

b. Wood Decking: Wood Decking will be replaced 100% MANDATORY. ONLY APITONG WOOD OR PURPLE HEART WOOD IS AUTHORIZED. Wood decking boards will all be single piece and will run the entire length of the trailer. Wood decking will not be painted or undercoated. WOOD Decking will be water sealed with Thompson Water sealant.

26. Modifications:

a. Modification Work Orders (MWOs) All MWOs will be applied.

- b. All unauthorized modifications to trailers will be removed and trailer will be returned to its original configuration.

27. Final Inspection:

- a. To assist contractor, a pre-inspection checklist will be provided by RRAD. Inspection will be IAW this SOW. A checklist will be provided but it is not intended to be an all inclusive list. Additional items may be inspected as necessary.
- b. All vehicles will be inspected to verify completion of work IAW check list.
- c. Preparation for shipment and/or storage. Completed vehicles will be prepared for shipment and/or storage IAW the applicable equipment packaging data sheet as cited on the work authorization document.

28. Warranty:

- a. Definitions:
 - i. Acceptance: The final execution of an official document by an authorized government representative accepting the item.
 - ii. Materials and Workmanship:
 - a. Contractor warrants that the repaired trailers are free from all defects in materials and workmanship. The duration of this warranty will be 15 months from acceptance.
 - b. All greater warranties extended by suppliers will be extended to the Government.
 - c. During warranty period, if a defect is found. Contractor will be responsible for all repairs, labor, materials, etc.

29. Miscellaneous Provisions:

- a. Reports: The contractor shall provide Weekly Progress Reports summarizing the progress and status of the Program. The report will include all trailers provided to the contractor by serial number, and a timeline for their completion and return to the depot. Any difficulties encountered will be logged and provided to the COR.
- b. Contractor will use DD FORM 250 dated Aug 2000 as their method of providing proof to COR that the rebuilt asset was accepted by RRAD inspectors. The contractor will deliver the original DD 250's and completed jacket file with matching serial numbers (signed and stamped by RRAD) by hand or mail to the COR prior to submitting their invoice into WAWF. All DD 250's will be completely filled out and typed not hand written. RRAD inspectors will stamp off on the DD 250

at the contractor facility. Contractor will provide RRAD inspector a copy of the DD 250 for their quality Jacket File. RRAD Inspectors will not be responsible for hand carrying contractor paperwork to COR. Contractor's will ensure all paperwork is delivered to the COR in a timely manner prior to invoicing in WAWF. Contractors will give the original DD250 with inspectors red stamp to the COR for the official file. Contractors will generate DD 250s at their facility.

- c. Contractor is responsible for picking up and delivering all assets to and from RRAD. Pick up times will be Monday – Thursday 0700 – 1400. Contractor will have enough trucks moving assets to ensure that compliance with the production schedule can be maintained at all time. Production schedule will be 2 trailers per day. This schedule is subject to change based upon program changes and/or needs. Contractor will also maintain insurance on all their vehicles moving assets to and from the depot, as well as insurance on their maintenance facility to protect all government property. Trailers will not be towed or dragged to facility. Each trailer MUST be transported on a trailer. RRAD will be responsible for loading and unloading trailers while on depot property. Contractors will be required to have drive on/off trailer. Finished trailers will be singled stacked and unfinished trailers can be multi stacked. Contractor will be responsible for securing the load once loaded.
- d. The Government is requiring the contractor to have quality assurance procedures in place to ensure that the requirements of this SOW and the referenced documents are met. Contractor is required to have in process check sheets on hand to ensure all processes are done correctly and accountability is present to ensure all trailers are rebuilt IAW the SOW and the quality level is to RRAD standards. Procedures are to be written, on hand at the work site, and are to be provided to the Government if requested by the contracting officer or his representative.
- e. The Government will periodically make in-process reviews and inspections to ensure compliance with this SOW and referenced documents. These inspections may be un-announced, however, prior to entering the contractor work areas the RRAD representatives will meet in the contractor's main office area to ensure there is no disruption of work and will be at no cost to the government. Inspection may be accomplished at any work location. Authorized RRAD representatives shall be permitted to observe the work/task accomplishment or to conduct inspections at all reasonable hours. RRAD also reserves the right to photograph any RRAD asset with coordination. The contractor is encouraged but not required to provide an escort during these inspections.
- f. Final Source Inspection of each vehicle shall be performed at the contractor's location by RRAD based on the COR's guidance.

Inspection and acceptance by the RRAD representatives does not relieve the contractor from any responsibility regarding defects or other failures to meet contract requirements which may be discovered after final acceptance. After final inspection, defects will be covered under warranty.

- i. All re-work to include transportation will be completed at no additional cost to the government.
 - ii. Contractor is not authorized to perform any re-work on Red River Army Depot.
 - iii. All corrections or deficiencies shall be corrected and returned to RRAD within 4 calendar days after rejections or inspection of vehicle
- g. Noncompliance with procedures resulting in degraded quality of work may result in a stop-work order, issued by Contracting Officer, requiring action by the contractor to correct the work performed and to enforce compliance with quality assurance procedures or face contract termination. Notwithstanding such RRAD representative inspection, it shall be the contractor's responsibility to ensure that the entire system meets the performance requirements delineated and addressed in the contract.
- h. Rejection. Failure to comply with any of the specified requirements listed herein shall be reason for rejection by the RRAD representative. The contractor shall, at no additional cost to RRAD, submit for approval to the Contracting Officer's Representative an approach for modification or correction of all deficiencies. Upon approval of a documented approach, the contractor shall correct the deficiencies and repeat the verification until an acceptable compliance with acceptance procedures requirements is demonstrated. Deficiencies will be corrected at no additional cost to the Government.
- i. Any deviations from this SOW will require approval from the Contracting Officer in writing.
- j. Contractor will be responsible for having a quality system in place equivalent to ISO 9001-2008.
- k. The successful contractor will have all licenses/permits required by Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations and/or applicable state environmental regulations prior to commencement of production. The contractor will be responsible for compliance with all OSHA and TCEQ laws/regulations and/or applicable state, local, and federal environmental laws/regulation.

- l. In the event the Contractor has a question as to serviceability of a trailer, the Contractor will obtain guidance from the Contracting Officer or COR prior to the commencement of work on the trailer.
- m. Ramp Up Time will be 45 days. Following ramp up time, cycle time will be 14 days from date of trailer being placed into WIP.
- n. Contractor will be allowed to keep all material not used on rebuild.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.233-3	Protest After Award	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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-Deputy Command Counsel
 4400 Martin Road
 Rm: A6SE040.001
 Redstone Arsenal, AL 35898-5000
 Fax: (256) 450-8840 or
 e-mail: amcprotests@conus.army.mil

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.

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 (Jan 2012)
(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 "Link to RRAD's Procurement" on the lower right. 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

******Leave the LPO field blank. Entries in this field may delay processing.******

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: tara.d.zwermann.civ@mail.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.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

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

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

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)

(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.)

X (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).

 (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 (Aug 2012) (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).

 X (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) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

 (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, 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).

 (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

 (10) 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).

 (11) [Reserved]

 (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

 (ii) Alternate I (NOV 2011).

 (iii) Alternate II (NOV 2011).

 (13)(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.

- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(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.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(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.
- (20) 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).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)

(35)(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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37)(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.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 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).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 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)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(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.)

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

X (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 (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 (JUL 2012).

(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 01/02/2013 through 01/01/2016.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Trailer, 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 120 trailers per 30 days;

(2) Any order for a combination of items in excess of 120 trailers per 30 days; or

(3) A series of orders from the same ordering office within 30 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 30 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 **90 days of contract expiration**.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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 60 days; 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 3 years.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(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.

52.236-4032 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS (Jan 2010)

(a) The contractor shall furnish all personnel and material necessary for the prevention of accidents, injury or damage to employees or equipment while operating on a Federal reservation. Also includes personnel and equipment necessary for the prevention of accidental damage to Government property, Federal employees or other U.S. Government contractor personnel.

(b) The contractor and his employees to include subcontractors and their employees, will comply with all Federal, state and local laws pertaining to traffic safety and safety of public rights of way. In addition, the contractor or his authorized agent will comply with the Occupational Safety and Health Act Parts 1910 and 1926, the U.S. Army Engineer Manual 385-1-1, Army Regulations, Red River Regulations 385-1, and the Uniform Code of Traffic Control Devices.

(c) Each contractor shall have a written contractors safety program and policy. In cases where the subcontractor has a written regulation for its employees, a copy of that regulation will be forwarded to the contractor for forwarding to the Contracting Officer, prior to commencement of work.

(d) Subcontractors and Employees. Each subcontractor shall be considered a contractor employee for purposes of this section.

(e) Warning signs, barricades, and detours. The contractor shall furnish and erect adequate warning signs, flashing lights, and barricades to properly control traffic movements around or through the construction site. The contractor shall provide and maintain any detours or crossovers necessary for the safety and convenience of traffic.

(f) Contractor and Employee Vehicles. Contractor vehicles must meet with current state safety regulations and an appropriate sticker affixed in the lower left corner of the windshield. Vehicles not meeting the state safety codes will not be allowed on RRAD. Those which have a safety inspection expire while on RRAD will be removed and properly recertified NLT 15 days prior to the expiration date. Vehicles found to be out of inspection date will be ordered off of the depot and the contractor decal removed. Vehicles found by RRAD Safety personnel to be unsafe for RRAD operations will be brought to the attention of the contractor who will

either repair the vehicle or remove it.

(g) Contractors are responsible for their employees' conduct and their vehicles. Employees with unsafe vehicles will be required to remove them from RRAD until they can be repaired.

(h) Accidents, other than minor first aid injuries, should be reported to the COR and/or Contract Administrator who will inform Safety as appropriate. These are reportable on a Department of Army Form 285 when they occur on U.S. Federal property.

(i) The Contracting Officer will notify the contractor in writing of any observed non-compliance with the foregoing provisions. The contractor shall, after receipt of such notice, immediately take corrective action. The Safety Manager may make direct contact with a contractor or his authorized representative for conditions of imminent danger to life or U.S. Government property. In such cases, the Contracting Officer will be immediately notified. In cases which have the potential for embarrassment to the U.S. Government, or Red River Army Depot, the Contracting Officer will notify the contractor verbally to be followed up by a written report of the situation and the action to be taken to correct it. If the contractor fails or refuses to promptly take corrective action, the Contracting Officer will issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

52.237-4000 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.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.246-4001 INSPECTION AND ACCEPTANCE (Apr 1994)

Red River Army Depot
Texarkana, Texas

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2012)

(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 (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (APR 2012)(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) (JUN 2012) (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 and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (OCT 2011) 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 (JUN 2012) (10 U.S.C. 2533b).
- (9) X 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (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) ___ 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) ___ 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ___ Alternate II (NOV 2012) of 252.225-7036.
- (iv) ___ Alternate III (JUN 2012) of 252.225-7036.
- (v) ___ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ___ Alternate V (NOV 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (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).
- (19) ___ 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).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).

- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(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.
- (30) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- 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 (JUN 2012) (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 (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), 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.