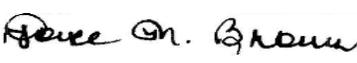


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 85	
2. CONTRACT NO. W911RQ-09-P-0142-P00001		3. AWARD/EFFECTIVE DATE 30-Jul-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-09-T-0032	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LEOLA LIGGINS				b. TELEPHONE NUMBER (No Collect Calls) 903-334-2330	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 12.5M NAICS: 562119		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000		CODE W911RQ		16. ADMINISTERED BY LEOLA LIGGINS PHONE: 903-334-2330 FAX: 903-334-2541 LEOLA.LIGGINS@US.ARMY.MIL TEXARKANA TX 75507-5000		CODE W911RQ	
17a. CONTRACTOR/OFFEROR MILITARY WASTE MANAGEMENT, INC. JEFFERY D. MOAD 11415 MOUNT CARMEL RD EUGENE MO 65032-2099 TEL. 800-352-3464		CODE 1H1G6 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS - ROCK ISLAND / JAIQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316		CODE HQ0303	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,015,248.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input 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	
						30-Jul-2009	
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:			

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

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

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

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

33. SHIP NUMBER	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
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	<p>REFUSE COLLECTION (BASE YR) FFP Contractor will furnish all equipment, tools, supplies, labor, transportation and supervision for the accomplishment of the collection and hauling of refuse from RRAD, Texarkana, TX, in strict accordance with the Statement of Work (SOW). Services are FOB destination.</p>	Months			\$0.00

The contractor shall provide and service, except as otherwise noted, containers and compactors listed in the bid schedule and statement of work shall include furnishing adequate labor, equipment, supplies, supervision and transportation in accordance with the SOW.

Period of Performance (POP) for the base and option years is 12 months.

Contractor will furnish all equipment, tools, supplies, labor, transportation and supervision for the accomplishment of the collection and hauling of refuse from RRAD, Texarkana, TX, in strict accordance with the Statement of Work (SOW). Services are FOB destination.

The contractor shall provide and service, except as otherwise noted, containers and compactors listed in the bid schedule and statement of work shall include furnishing adequate labor, equipment, supplies, supervision and transportation in accordance with the SOW.

PRIMARY COR: Stanley (Stan) Cossey – 903-334-4676.
 FOB: Destination
 MILSTRIP: A3L30090160001
 PURCHASE REQUEST NUMBER: A3L30090160001

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	GARBAGE CANS (30-42 GALLON) FFP Small portable containers	12	Months	\$168.00	\$2,016.00
	15 ea cans @ \$11.20 per can FOB: Destination MILSTRIP: A3L30090160001 PURCHASE REQUEST NUMBER: A3L30090160001				

ESTIMATED NET AMT \$2,016.00

ACRN AA \$2,016.00
CIN: A3L300901600010001AA

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	CONTAINERS (4 CUBIC YARD) FFP Front load containers	12	Months	\$4,840.00	\$58,080.00
	55 ea (4 CY) containers @ \$88.00 each FOB: Destination MILSTRIP: A3L30090160001 PURCHASE REQUEST NUMBER: A3L30090160001				

ESTIMATED NET AMT \$58,080.00

ACRN AA \$58,080.00
CIN: A3L300901600010001AB

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC		12	Months	\$12,580.00	\$150,960.00

CONTAINERS (8 CUBIC YARD)

FFP

Front load containers

85 ea (8 CY) containers @ \$148.00 each

FOB: Destination

MILSTRIP: A3L30090160001

PURCHASE REQUEST NUMBER: A3L30090160001

 ESTIMATED
NET AMT

\$150,960.00

ACRN AA

CIN: A3L300901600010001AC

\$150,960.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD		12	Months	\$2,400.00	\$28,800.00

DOCK LOAD COMPACTOR UNIT-ROLL OFF CANS

FFP

Provide a dock loading or thru wall stationary compactor with a 40-42 CY containers.

5 ea units @ \$480.00 each

FOB: Destination

MILSTRIP: A3L30090160001

PURCHASE REQUEST NUMBER: A3L30090160001

 ESTIMATED
NET AMT

\$28,800.00

ACRN AA

CIN: A3L300901600010001AD

\$28,800.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE		12	Months	\$2,880.00	\$34,560.00

GROUND LOAD COMPACTOR UNIT-ROLL OFF CANS
FFP

Provide a side load ground level compactor with a 40-42 CY container.

6 ea units @ \$480.00 each

FOB: Destination

MILSTRIP: A3L30090160001

PURCHASE REQUEST NUMBER: A3L30090160001

ESTIMATED NET AMT	\$34,560.00
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ACRN AA	\$34,560.00
CIN: A3L300901600010001AE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF			Months	\$0.00	\$0.00

REAR LOADING CONTAINERS

FFP

DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED
FOR THIS CONTRACT.

FOB: Destination

MILSTRIP: A3L30090160001

PURCHASE REQUEST NUMBER: A3L30090160001

ESTIMATED NET AMT	\$0.00
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ACRN AA	\$0.00
CIN: A3L300901600010001AF	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG		12	Months	\$18,932.00	\$227,184.00

HAUL ROLL OFF CONTAINERS TO LANDFILL
FFP

Provides service to haul roll containers to designated landfill and or to other locations within RRAD.

5 ea (15 CY) containers
12 ea (40 CY) containers
1 ea GFE Boiler Ash can
1 ea GFE (20 CY) can

Price shall include an estimate of 200 loads per month @ \$94.66 per load.

NOTE: Payment will be based on actual number of loads hauled per month.

FOB: Destination

MILSTRIP: A3L30090160001

PURCHASE REQUEST NUMBER: A3L30090160001

ESTIMATED NET AMT	\$227,184.00
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ACRN AA CIN: A3L300901600010001AG	\$227,184.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001			Months		\$0.00

EXERCISED
OPTION

REFUSE COLLECTION (1ST OPT YR)
FFP

1ST OPT YR

FOB: Destination

MILSTRIP: A3L30090160002

PURCHASE REQUEST NUMBER: A3L30090160002

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA EXERCISED OPTION	GARBAGE CANS (30-42 GALLON) FFP Small portable containers	12	Months	\$168.00	\$2,016.00
	15 ea cans @ \$11.20 per can FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002				
				ESTIMATED NET AMT	\$2,016.00
	ACRN AB CIN: A3L300901600020001AA				\$2,016.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB EXERCISED OPTION	CONTAINERS (4 CUBIC YARD) FFP Front load containers	12	Months	\$5,104.00	\$61,248.00
	55 ea (4 CY) containers @ \$88.00 each				
	ADDED 3 EA (4 CY) containers @ \$88.00 each for a total of 58 each FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002				
				ESTIMATED NET AMT	\$61,248.00
	ACRN AB CIN: A3L300901600020001AB				\$61,248.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC EXERCISED OPTION	CONTAINERS (8 CUBIC YARD) FFP Front load containers	12	Months	\$13,320.00	\$159,840.00
	85 ea (8 CY) containers @ \$148.00 each				
	ADDED 5 EA (8 CY) containers @ \$148.00 each for a total of 90 each FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002				
				ESTIMATED NET AMT	\$159,840.00
	ACRN AB CIN: A3L300901600020001AC				\$159,840.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AD EXERCISED OPTION	DOCK LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a dock loading or thru wall stationary compactor with a 40-42 CY containers. 5 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002	12	Months	\$2,400.00	\$28,800.00
					\$28,800.00
					ESTIMATED NET AMT
ACRN AB CIN: A3L300901600020001AD					\$28,800.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AE EXERCISED OPTION	GROUND LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a side load ground level compactor with a 40-42 CY container. 6 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002	12	Months	\$2,880.00	\$34,560.00
					\$34,560.00
					ESTIMATED NET AMT
ACRN AB CIN: A3L300901600020001AE					\$34,560.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AF EXERCISED OPTION	REAR LOADING CONTAINERS (NOT REQUIRED) FFP DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED FOR THIS CONTRACT. FOB: Destination MILSTRIP: A3L30090160002 PURCHASE REQUEST NUMBER: A3L30090160002		Months	\$0.00	\$0.00

ESTIMATED NET AMT \$0.00

ACRN AB \$0.00
CIN: A3L300901600020001AF

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AG EXERCISED OPTION	HAUL ROLL OFF CONTAINERS TO LANDFILL FFP Provides service to haul roll containers to designated landfill and or to other locations within RRAD.	12	Months	\$18,932.00	\$227,184.00

5 ea (15 CY) containers
 12 ea (40 CY) containers
 1 ea GFE Boiler Ash can
 1 ea GFE (20 CY) can

Price shall include an estimate of 200 loads per month @ \$94.66 per load.

NOTE: Payment will be based on actual number of loads hauled per month.
 FOB: Destination
 MILSTRIP: A3L30090160002
 PURCHASE REQUEST NUMBER: A3L30090160002

ESTIMATED NET AMT \$227,184.00

ACRN AB \$227,184.00
 CIN: A3L300901600020001AG

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	REFUSE COLLECTION (2ND OPT YR) FFP 2ND OPT YR FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003		Months		\$0.00

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA OPTION	GARBAGE CANS (30-42 GALLON) FFP Small portable containers	12	Months	\$168.00	\$2,016.00
	15 ea cans @ \$11.20 per can FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003				
				ESTIMATED NET AMT	\$2,016.00
	ACRN AC CIN: A3L300901600030001AA				\$2,016.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB OPTION	CONTAINERS (4 CUBIC YARD) FFP Front load containers	12	Months	\$4,840.00	\$58,080.00
	55 ea (4 CY) containers @ \$88.00 each FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003				
				ESTIMATED NET AMT	\$58,080.00
	ACRN AC CIN: A3L300901600030001AB				\$58,080.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC OPTION	CONTAINERS (8 CUBIC YARD) FFP Front load containers	12	Months	\$12,580.00	\$150,960.00
	85 ea (8 CY) containers @ \$148.00 each FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003				
				ESTIMATED NET AMT	\$150,960.00
	ACRN AC CIN: A3L300901600030001AC				\$150,960.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AD OPTION	DOCK LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a dock loading or thru wall stationary compactor with a 40-42 CY containers.	12	Months	\$2,400.00	\$28,800.00
	5 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003				
				ESTIMATED NET AMT	\$28,800.00
	ACRN AC CIN: A3L300901600030001AD				\$28,800.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AE OPTION	GROUND LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a side load ground level compactor with a 40-42 CY container.	12	Months	\$2,880.00	\$34,560.00
	6 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003				
				ESTIMATED NET AMT	\$34,560.00
	ACRN AC CIN: A3L300901600030001AE				\$34,560.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AF OPTION	REAR LOADING CONTAINERS (NOT REQUIRED) FFP DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED FOR THIS CONTRACT. FOB: Destination MILSTRIP: A3L30090160003 PURCHASE REQUEST NUMBER: A3L30090160003		Months	\$0.00	\$0.00
				ESTIMATED NET AMT	\$0.00
	ACRN AC CIN: A3L300901600030001AF				\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AG OPTION	HAUL ROLL OFF CONTAINERS TO LANDFILL FFP Provides service to haul roll containers to designated landfill and or to other locations within RRAD.	12	Months	\$18,932.00	\$227,184.00

- 5 ea (15 CY) containers
- 12 ea (40 CY) containers
- 1 ea GFE Boiler Ash can
- 1 ea GFE (20 CY) can

Price shall include an estimate of 200 loads per month @ \$94.66 per load.

NOTE: Payment will be based on actual number of loads hauled per month.
 FOB: Destination
 MILSTRIP: A3L30090160003
 PURCHASE REQUEST NUMBER: A3L30090160003

ESTIMATED NET AMT \$227,184.00

ACRN AC
 CIN: A3L300901600030001AG \$227,184.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	REFUSE COLLECTION (3RD OPT YR) FFP 3RD OPT YR FOB: Destination MILSTRIP: A3L30090160004 PURCHASE REQUEST NUMBER: A3L30090160004		Months		\$0.00

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AA OPTION	GARBAGE CANS (30-42 GALLON) FFP Small portable containers	12	Months	\$168.00	\$2,016.00
	15 ea cans @ \$11.20 per can FOB: Destination MILSTRIP: A3L30090160004 PURCHASE REQUEST NUMBER: A3L30090160004				
				ESTIMATED NET AMT	\$2,016.00
	ACRN AD CIN: A3L300901600040001AA				\$2,016.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AB OPTION	CONTAINERS (4 CUBIC YARD) FFP Front load containers	12	Months	\$4,840.00	\$58,080.00
	55 ea (4 CY) containers @ \$88.00 each FOB: Destination MILSTRIP: A3L30090160004 PURCHASE REQUEST NUMBER: A3L30090160004				
				ESTIMATED NET AMT	\$58,080.00
	ACRN AD CIN: A3L300901600040001AB				\$58,080.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AC OPTION	CONTAINERS (8 CUBIC YARD) FFP Front load containers	12	Months	\$12,580.00	\$150,960.00
	85 ea (8 CY) containers @ \$148.00 each FOB: Destination MILSTRIP: A3L30090160004 PURCHASE REQUEST NUMBER: A3L30090160004				
				ESTIMATED NET AMT	\$150,960.00
	ACRN AD CIN: A3L300901600040001AC				\$150,960.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AD OPTION	DOCK LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a dock loading or thru wall stationary compactor with a 40-42 CY containers.	12	Months	\$2,400.00	\$28,800.00
	5 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160004 PURCHASE REQUEST NUMBER: A3L30090160004				
				ESTIMATED NET AMT	\$28,800.00
	ACRN AD CIN: A3L300901600040001AD				\$28,800.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AE OPTION	GROUND LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a side load ground level compactor with a 40-42 CY container.	12	Months	\$2,880.00	\$34,560.00

6 ea units @ \$480.00 each

FOB: Destination

MILSTRIP: A3L30090160004

PURCHASE REQUEST NUMBER: A3L30090160004

ESTIMATED NET AMT	\$34,560.00
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ACRN AD CIN: A3L300901600040001AE	\$34,560.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AF OPTION	REAR LOADING CONTAINERS (NOT REQUIRED) FFP DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED FOR THIS CONTRACT.		Months	\$0.00	\$0.00

DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED FOR THIS CONTRACT.

FOB: Destination

MILSTRIP: A3L30090160004

PURCHASE REQUEST NUMBER: A3L30090160004

ESTIMATED NET AMT	\$0.00
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ACRN AD CIN: A3L300901600040001AF	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AG OPTION	HAUL ROLL OFF CONTAINERS TO LANDFILL FFP Provides service to haul roll containers to designated landfill and or to other locations within RRAD.	12	Months	\$18,932.00	\$227,184.00

5 ea (15 CY) containers
 12 ea (40 CY) containers
 1 ea GFE Boiler Ash can
 1 ea GFE (20 CY) can

Price shall include an estimate of 200 loads per month @ \$94.66 per load.

NOTE: Payment will be based on actual number of loads hauled per month.
 FOB: Destination
 MILSTRIP: A3L30090160004
 PURCHASE REQUEST NUMBER: A3L30090160004

ESTIMATED NET AMT \$227,184.00

ACRN AD \$227,184.00
 CIN: A3L300901600040001AG

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	REFUSE COLLECTION (4TH OPT YR) FFP 4TH OPT YR FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005		Months		\$0.00

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AA OPTION	GARBAGE CANS (30-42 GALLON) FFP Small portable containers	12	Months	\$168.00	\$2,016.00
	15 ea cans @ \$11.20 per can FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005				
				ESTIMATED NET AMT	\$2,016.00
	ACRN AE CIN: A3L300901600050001AA				\$2,016.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB OPTION	CONTAINERS (4 CUBIC YARD) FFP Front load containers	12	Months	\$4,840.00	\$58,080.00
	55 ea (4 CY) containers @ \$88.00 each FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005				
				ESTIMATED NET AMT	\$58,080.00
	ACRN AE CIN: A3L300901600050001AB				\$58,080.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AC OPTION	CONTAINERS (8 CUBIC YARD) FFP Front load containers	12	Months	\$12,580.00	\$150,960.00
	85 ea (8 CY) containers @ \$148.00 each FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005				
				ESTIMATED NET AMT	\$150,960.00
	ACRN AE CIN: A3L300901600050001AC				\$150,960.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AD OPTION	DOCK LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a dock loading or thru wall stationary compactor with a 40-42 CY containers.	12	Months	\$2,400.00	\$28,800.00
	5 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005				
				ESTIMATED NET AMT	\$28,800.00
	ACRN AE CIN: A3L300901600050001AD				\$28,800.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AE OPTION	GROUND LOAD COMPACTOR UNIT-ROLL OFF CANS FFP Provide a side load ground level compactor with a 40-42 CY container.	12	Months	\$2,880.00	\$34,560.00
	6 ea units @ \$480.00 each FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005				
				ESTIMATED NET AMT	\$34,560.00
	ACRN AE CIN: A3L300901600050001AE				\$34,560.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AF OPTION	REAR LOADING CONTAINERS (NOT REQUIRED) FFP DO NOT BID THIS CLIN - REAR LOADING CONTAINERS NOT REQUIRED FOR THIS CONTRACT. FOB: Destination MILSTRIP: A3L30090160005 PURCHASE REQUEST NUMBER: A3L30090160005		Months	\$0.00	\$0.00
				ESTIMATED NET AMT	\$0.00
	ACRN AE CIN: A3L300901600050001AF				\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AG OPTION	HAUL ROLL OFF CONTAINERS TO LANDFILL FFP Provides service to haul roll containers to designated landfill and or to other locations within RRAD.	12	Months	\$18,932.00	\$227,184.00

- 5 ea (15 CY) containers
- 12 ea (40 CY) containers
- 1 ea GFE Boiler Ash can
- 1 ea GFE (20 CY) can

Price shall include an estimate of 200 loads per month @ \$94.66 per load.

NOTE: Payment will be based on actual number of loads hauled per month.

FOB: Destination

MILSTRIP: A3L30090160005

PURCHASE REQUEST NUMBER: A3L30090160005

ESTIMATED NET AMT	\$227,184.00
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ACRN AE	\$227,184.00
CIN: A3L300901600050001AG	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government

1001AE Destination	Government	Destination	Government
1001AF Destination	Government	Destination	Government
1001AG Destination	Government	Destination	Government
2001 Destination	Government	Destination	Government
2001AA Destination	Government	Destination	Government
2001AB Destination	Government	Destination	Government
2001AC Destination	Government	Destination	Government
2001AD Destination	Government	Destination	Government
2001AE Destination	Government	Destination	Government
2001AF Destination	Government	Destination	Government
2001AG Destination	Government	Destination	Government
3001 Destination	Government	Destination	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
3001AC Destination	Government	Destination	Government
3001AD Destination	Government	Destination	Government
3001AE Destination	Government	Destination	Government
3001AF Destination	Government	Destination	Government
3001AG Destination	Government	Destination	Government
4001 Destination	Government	Destination	Government
4001AA Destination	Government	Destination	Government
4001AB Destination	Government	Destination	Government
4001AC Destination	Government	Destination	Government
4001AD Destination	Government	Destination	Government
4001AE Destination	Government	Destination	Government
4001AF Destination	Government	Destination	Government
4001AG Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 22-OCT-2009 TO 21-OCT-2010	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
0001AB	POP 22-OCT-2009 TO 21-OCT-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AC	POP 22-OCT-2009 TO 21-OCT-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AD	POP 22-OCT-2009 TO 21-OCT-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

0001AE POP 22-OCT-2009 TO 21-OCT-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AF N/A	N/A	N/A	N/A
0001AG POP 22-OCT-2009 TO 21-OCT-2010	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
1001 N/A	N/A	N/A	N/A
1001AA POP 22-OCT-2010 TO 21-OCT-2011	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
1001AB POP 22-OCT-2010 TO 21-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AC POP 22-OCT-2010 TO 21-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AD POP 22-OCT-2010 TO 21-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AE POP 22-OCT-2010 TO 21-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AF N/A	N/A	N/A	N/A
1001AG POP 22-OCT-2010 TO 21-OCT-2011	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
2001 N/A	N/A	N/A	N/A
2001AA POP 22-OCT-2011 TO 21-OCT-2012	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
2001AB POP 22-OCT-2011 TO 21-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

2001AC POP 22-OCT-2010 TO 21-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AD POP 22-OCT-2011 TO 21-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AE POP 22-OCT-2011 TO 21-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AF N/A	N/A	N/A	N/A
2001AG POP 22-OCT-2011 TO 21-OCT-2012	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
3001 N/A	N/A	N/A	N/A
3001AA POP 22-OCT-2012 TO 21-OCT-2013	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
3001AB POP 22-OCT-2012 TO 21-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AC POP 22-OCT-2012 TO 21-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AD POP 22-OCT-2012 TO 21-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AE POP 22-OCT-2012 TO 21-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AF N/A	N/A	N/A	N/A
3001AG POP 22-OCT-2012 TO 21-OCT-2013	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
4001 N/A	N/A	N/A	N/A

4001AA POP 22-OCT-2013 TO 21-OCT-2014	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ
4001AB POP 22-OCT-2013 TO 21-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
4001AC POP 22-OCT-2013 TO 21-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
4001AD POP 22-OCT-2013 TO 21-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
4001AE POP 22-OCT-2013 TO 21-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
4001AF N/A	N/A	N/A	N/A
4001AG POP 22-OCT-2013 TO 21-OCT-2014	N/A	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 25403L3000A3L300901600015DR410041117
 AMOUNT: \$501,600.00
 CIN A3L300901600010001AA: \$2,016.00
 CIN A3L300901600010001AB: \$58,080.00
 CIN A3L300901600010001AC: \$150,960.00
 CIN A3L300901600010001AD: \$28,800.00
 CIN A3L300901600010001AE: \$34,560.00
 CIN A3L300901600010001AF: \$0.00
 CIN A3L300901600010001AG: \$227,184.00

AB: 97X4930.AAPP6D 25403L3000A3L300901600025DR410041117
 AMOUNT: \$513,648.00
 CIN A3L300901600020001AA: \$2,016.00
 CIN A3L300901600020001AB: \$61,248.00
 CIN A3L300901600020001AC: \$159,840.00
 CIN A3L300901600020001AD: \$28,800.00
 CIN A3L300901600020001AE: \$34,560.00
 CIN A3L300901600020001AF: \$0.00
 CIN A3L300901600020001AG: \$227,184.00

AC: 97X4930.AAPP6D 25403L3000A3L300901600035DR410041117
 AMOUNT: \$501,600.00

CIN A3L300901600030001AA: \$2,016.00
 CIN A3L300901600030001AB: \$58,080.00
 CIN A3L300901600030001AC: \$150,960.00
 CIN A3L300901600030001AD: \$28,800.00
 CIN A3L300901600030001AE: \$34,560.00
 CIN A3L300901600030001AF: \$0.00
 CIN A3L300901600030001AG: \$227,184.00

AD: 97X4930.AAPP6D 25403L3000A3L300901600045DR410041117
 AMOUNT: \$501,600.00

CIN A3L300901600040001AA: \$2,016.00
 CIN A3L300901600040001AB: \$58,080.00
 CIN A3L300901600040001AC: \$150,960.00
 CIN A3L300901600040001AD: \$28,800.00
 CIN A3L300901600040001AE: \$34,560.00
 CIN A3L300901600040001AF: \$0.00
 CIN A3L300901600040001AG: \$227,184.00

AE: 97X4930AAPP6D 25403L3000A3L300901600055DR411041117

AMOUNT: \$501,600.00
 CIN A3L300901600050001AA: \$2,016.00
 CIN A3L300901600050001AB: \$58,080.00
 CIN A3L300901600050001AC: \$150,960.00
 CIN A3L300901600050001AD: \$28,800.00
 CIN A3L300901600050001AE: \$34,560.00
 CIN A3L300901600050001AF: \$0.00
 CIN A3L300901600050001AG: \$227,184.00

CLAUSES INCORPORATED BY REFERENCE

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985

CLAUSES INCORPORATED BY FULL TEXT

52.000-4002 CONTRACTOR MANPOWER REPORTING (Oct 2005)

(a) Scope. The following sets forth contractual requirements, and related policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site:
<https://contractormanpower.army.pentagon.mil/>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for "Research and Development: and "Other Services and Construction." The

Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g. direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at <https://contractormanpower.army.pentagon.mil/>:

(1) Direct Labor. Direct labor hours and the value of those hours;

(2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate of Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay/ and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates.) Either method chosen should be consistently reported.

(e) Report Exemption(s). In the rare event the contractor is unable to comply with these reporting requirement without creating a whole new cost allocation system or system of record (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the

contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements, and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.army.pentagon.mil/>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related:

(1) Reporting to congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable

federal supply class or service code, appropriated data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a report period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

The Unit Identification Code (UIC) for Red River Army Depot is W0MCAA.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED
Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

CLAUSES INCORPORATED BY FULL TEXT

52.000-4008 SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM STATEMENT
(FAR 19.1007(a)(2))
The resultant award will be/is issued pursuant to the Small Business Competitiveness Demonstration Program.

CLAUSES INCORPORATED BY FULL TEXT

52.000-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SPECIFICATIONS AND SPECIAL CONDITIONS

RED RIVER ARMY DEPOT REFUSE COLLECTION

C.1: SITE OF WORK:

The site of work is located at Red River Army Depot, approximately 18 miles west of Texarkana, Texas. The main entrance to the depot is located 0.3 miles south of Interstate Highway 30 from Exit 206 to U.S. Highway 82, then east on Hwy 82 for 1.3 miles.

C.2: MAPS AND SPECIFICATIONS:

Depot site maps, showing buildings locations, are available for review in the office of the Contracting Officer (KO), Red River Army Depot, (RRAD) Building 431, Texarkana, Texas.

C.3: HOURS OF WORK:

The hours of work on this contract will be between 7:30 A.M. and 4:30 P.M., Monday through Friday except as otherwise noted herein. The New Boston Landfill, located ten (10) miles west of Red River Army Depot, will be open for dumping from 8:00 A.M. until 4:15 P.M. on normal workdays. The contractor will not be required to provide normal service on the following Federal Holidays: New Years Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, except where otherwise specified in this contract. In addition to the above scheduled Holidays, also excluded is any administrative leave granted by higher headquarters or the President of the United States due to unusual circumstances /events. When a service is required three times a week or less and the time for that service falls on a holiday, the work shall be accomplished the day immediately following the holiday.

C.4: CONTRACTOR'S SUPERINTENDENT:

The contractor shall designate and provide an on-site superintendent who will be physically present on the depot from 7:30 AM to 4:00 PM each weekday, Monday through Friday, excluding holidays. This individual shall be responsible for the overall management of the contract and shall act as the central point of contact with the government's Contracting Officer Representative (COR). The individual shall be able to fluently read, write, speak and understand English. At least seven days prior to the contract start date; the Contractor shall notify the KO, in writing, the name, address and telephone number of the person designated as superintendent.

C.5: STORAGE AREA:

C.5.1: VEHICLE AND EQUIPMENT STORAGE: The location for use by the Contractor is an area on the west end of the depot near Bldg 722 in the "OTC" area. All utility services required will be the responsibility of the contractor, installation and payment. No facilities which would provide shelter for maintenance and repair are available; however, the Contract may erect a building for these purposes at his/her own expense with prior approval of the KO. The installation and operation of these facilities shall comply with depot regulations. All vehicles

and equipment shall be parked or stored in a neat orderly manner. Only equipment or materials which are required for this contract and which are serviceable may be kept in the storage area. Damaged or unserviceable equipment shall be removed from the depot. The Contractor shall neatly mow and trim the storage yard at least once each two weeks from 1 April through 31 October each year. No vehicles or equipment shall be stored or parked within 5 feet of the storage area fence. Three days prior to the expiration date of the contract, the Contractor shall have removed all facilities that he/she has constructed upon Government property and shall leave the area in substantially the same condition as when initially received unless granted an extension of time in writing by the KO. After compactors have been removed, service shall be provided with front-loading containers through the last contract day. All containers shall be removed within two calendar days after contract expiration. The Contractor shall comply with RRAD Environmental regulations.

C.5.2: FUEL DISPENSING EQUIPMENT: The Contractor may install fuel-dispensing equipment at his/her own expense. The installation and operation of fuel storage and dispensing equipment shall comply with all applicable provisions of the National Board of Fire Underwriters, AMCR 385-100 (Safety Manual) the National Electric Code and the depot's Spill Prevention Control and Countermeasures Plan.

C.6: WASH RACK:

No wash rack for contractor use is currently available on the depot; therefore the contractor shall make arrangements for off depot cleaning of all equipment, containers and handling equipment.

C.7: SAFETY SHOES:

All contractor employees shall wear safety shoes or boots with steel toecaps while on depot. These safety shoes or boots will be furnished by the contractor.

C.8: PORTABLE TOILET:

The Contractor shall provide a portable toilet in his/her assigned area for the use of his/her employees. The toilet shall be serviced on a regular basis as needed and shall be maintained in a clean, sanitary condition at all times. It shall not produce offensive odors.

**TECHNICAL PROVISIONS
REFUSE COLLECTION**

C.9: GENERAL

The work covered under this specification consists of furnishing all equipment, tools, supplies and labor except as hereinafter specified and in performing all operations necessary for the accomplishment of all work required by this specification.

C.10: REFUSE:

Refuse is defined as unusable and unstable material including inedible garbage, paper scrap, waste Kraft board boxes, waste wood boxes, waste lumber and all waste material normally generated on the depot and placed in areas designated by the KO/COR as pick-up points. Explosive and incendiary wastes or contaminated wastes from medical and radiological processes are not included. Refuse remains the property of the Government.

C.11: SALVAGEABLE MATERIALS:

Collection of **lumber, metal** and salvageable materials is excepted from these specifications, except as noted in [Section C.12.2.2 WASTE WOOD](#) and [C.12.2.3 METAL](#).

C.12: REFUSE PICK UP POINTS AND DISPOSAL LOCATIONS:

The KO has depot site maps available for review. Refuse shall be collected from pick-up points and delivered to the disposal areas in accordance with the applicable provisions of Department of the Army Technical Manual 5-634, "Refuse Collection and Disposal", and in compliance with Army Regulation, AR200-1.

C.12.1: LOCATION OF REFUSE PICK UP POINTS:

The location of the refuse pick-up points will vary during the course of the contract. Likewise the quantity of refuse generated at various pick-up points will also vary. Containers shall be placed at most pick-up points. Containers shall be placed or relocated as directed by the KO/COR: Proposed container locations are shown in Appendix I.

C. 12.2: LOCATION OF DISPOSAL SITES

The location of "refuse disposal locations" is as indicated in C.12.2.1-C.12.2.3.

C 12.2.1 DEPOT REFUSE:

Refuse collected at Red River Army Depot is delivered to WWM's existing sanitary landfill, located ten (10) miles west of Red River Army Depot's main gate, 0.8 mile south of IH 30 exit [199](#), on Hwy 82 east in New Boston, Texas.

C.12.2.2: WASTE WOOD:

Waste Wood Products shall be delivered from the primary wood shredder site near Building 418 to one of the following locations as directed by the KO/COR:

- (1) Wood/Coal-Fired Boiler Plant – Bldg. 336
- (2) Landfill Disposal Area

It is noted the there are may be periods when all waste wood products will be delivered to the landfill disposal area. All refuse to the landfill shall be delivered to the exact locations and dumped as directed by the Landfill operator. Changes in disposal locations/procedures shall be made as directed by the KO/COR.

C.12.2.3: METAL:

Scrape Metal Products are not a part of this contract.

C.13: GOVERNMENT – FURNISHED EQUIPMENT (GFE):

The Government shall be responsible for the repair and maintenance of all GFE containers whether presently in use or not. The Government has available for use by the Contractor the following Government – Owned containers:

C.13.1: ROLL OFF CONTAINER, OPEN TOP:

Open top, roll off containers, one (1), 20 cubic-yard unit, and one (1) special modified 40 yard roll off container for boiler ash.

C.14: CONTRACTOR-FURNISHED EQUIPMENT (CFE):

The Contractor shall furnish all equipment not listed above as Government-Furnished. All CFE shall be approved by the KO/COR at least 10 days prior to the start of the contract. Deficiencies of any type shall be corrected at no additional cost to the Government.

C.14.1: CONTAINERS:

The minimum initial container requirement, which the Contractor shall furnish, is as follows:

C.14.1.1: GARBAGE CANS:

Garbage cans (i.e. Hand-Loading Containers) shall be the heavy-duty galvanized-steel type with a capacity of 30 to 42 gallons. Total weight of each can with lid shall be 20 pounds or more. Lids shall be permanently attached to each can with a short length chain.

15 each of the 30-42 gallon garbage cans shall be provided.

C.14.1.2: FRONT LOADING CONTAINERS:

These shall be heavy-duty steel construction, with 1-1/2” nominal diameter threaded drain and plug on each container. The flow line of the drain shall be flush with the floor of the container to avoid ponding water. Forklift slots (4 CY) or skids (8 CY) shall extend the full width of each container from front to back. All containers and lids shall be well reinforced to maintain structural rigidity. Containers shall be leak proof up to an interior height of 36 inches. All container components shall be 12 gauge or thicker except for the lids which may be 14 gauge and the floors which shall be 10 gauge or thicker. Lids shall be constructed to eliminate the accumulation of moisture and trash. Each container shall be identified with a 4-inch high serial number on the upper right-hand corner of the side facing the driver. The four (4) CY containers shall be numbered consecutively with the first number being 4001. The (8) eight CY containers shall be numbered consecutively with the first number being 8001. A printed decal shall be applied to each container giving the “Contractor’s Company Name” plus their ten digit depot telephone number. Industry standard plastic lids may be substituted where noted in C.14.1.2.1 and C.14.1.2.2.

Decals shall be readable at a distance of 50 feet. One Container of each size shall be delivered to the KO/COR for approval before the procurement of additional containers.

C.14.1.2.1: FRONT LOADING CONTAINERS, FOUR (4) CY:

In addition to the basic requirements above, the 4-CY containers shall be equipped with dual lids and lid handles, with lid-opening assist springs or approved alternates, and fork lift slots U-shaped 4" x 10" x 1/4" thick at 32" on centers with beveled or rounded edges. Lids shall be 45" in length plus or minus 2". Interior height shall be 48" plus or minus 2". 4-CY containers may be equipped with standard commercial type lids, plastic or metal. Alternate dimensions or tilt-top designs must be submitted to DPW Engineering Division for approval.

55 each of the four (4) CY containers shall be provided.

C.14.1.2.2: FRONT LOADING CONTAINERS, EIGHT (8) CY:

In addition to the basic requirement above, each 8-CY container shall be equipped with 28" x 28" or larger sliding doors (with handles) on each end and with one sliding door with an opening of 30" x 34" or greater on the rear lid. However, some 8-CY containers as listed below shall not have lids with the sliding door. Metal or heavy plastic lids on the additional containers are acceptable. Each 8-CY container shall be equipped with two smooth U-shaped skids 4" high x 8" wide x 1/4" thick at 54" on centers with smooth capped or sloped ends (must be closed) and rounded or beveled edges. Interior height shall be 80" or more plus or minus 2". Alternate dimensions may be submitted to the Engineer for Approval. Two (2) of the eight (8) CY containers shall have metal lids modified to accept saw dust from a collection system. This will require an estimated 13 inch round hole in the lid.

40 each of the eight (8) CY containers with Lids with slides shall be provided

43 each of the eight (8) CY containers with lids without slides shall be provided.

02 each of the eight (8) CY containers with modified lids for saw dust collection systems.

C.14.1.2.3: FRONT-LOADING CONTAINERS, EXTRA:

The Contractor shall maintain at least two (2) extra 4-CY frontloading containers and two (2) extra 8-CY front-loading containers in his yard. If any of these containers are assigned to specific locations for normal, full-time usage, the Contractor shall replace them with duplicates within 90 days. Replacements are not required during the fourth option year. This requirement is in addition to the quantities listed above.

C.14.1.3: REAR LOADING CONTAINERS.

Not required on this contract.

C.14.1.4: ROLL-OFF CONTAINERS, OPEN TOP:

Roll off containers shall be of heavy-duty steel construction with 1-1/2" nominal diameter threaded drain and plug on each container. Shall be constructed of minimum, 3/16" floor plate, 3/4" hook plate, fully welded, 11 gauge side sheets, structurally reinforced, fully welded, 8"x 10"

wheels, 4"x 6" nose rollers and vertical lift latch system and all required gusseting and reinforcement. Each container shall be identified with a 4-inch high serial number on the upper right-hand corner of the driver's side. The (15) fifteen CY containers shall be numbered consecutively with the first number being 15001. The (40) forty CY containers shall be numbered consecutively with the first number being 40001. A printed decal shall be applied to each container giving the "Contractor's Company Name" plus their ten digit depot telephone number.

NOTE: PAYMENT FOR ALL ROLL OFF, OPEN TOP CONTAINERS, SHALL BE PER LOAD, NOT PER EACH!

C.14.1.4.1: ROLL-OFF CONTAINERS, OPEN TOP, 15 CY

Five (5) each of the fifteen (15) CY roll off containers shall be provided.

C.14.1.4.2: ROLL-OFF CONTAINERS, OPEN TOP, 40 CY

Twelve (12) each of the 40 CY roll off containers shall be provided.

C.14.2: COMPACTOR SYSTEMS:

The minimum compactor system requirements, which the Contractor shall furnish, are listed here. Each compactor system shall conform to American National Standards Institute (ANSI) specification Z245.1-84: Safety Requirements for Refuse Collection and Compaction Equipment. The contractor shall submit written certification to the KO/COR from the equipment manufacture(s) that the compactor systems being installed for this contract comply with ANSI Z245.1-84, NEMA standards, National Electric Code, and (NFPA 70). All compactors shall have hydraulic systems equipped with oil-level sight gauge, oil pressure gauge, replaceable oil filter, oil pressure relief valve, immersion oil heater (set to maintain oil temperature at 45 degrees F plus or minus 10 degrees), and a universal electric motor. The universal motor shall be a weather-resistant, totally enclosed fan-cooled type, designed to operate on 3-phase voltages of 208, 230, 460 and 480 with minimal wiring changes. A weather-resistant transformer shall be installed for control voltage. The Government will supply power to a disconnect box located within 35 feet (horizontally) of each compactor. All electrical work at each site shall be performed at the Contractor's expense by a licensed electrician in accordance with NEMA standards and NFPA 70. Galvanized rigid steel conduit shall be used for all wiring. **One exception can be**, liquid-tight, non-metallic, flexible conduit may be used for the final connections (limited to 6 feet in length) to the power unit and for the control wiring from the power unit to the remote control station and to the compactor. Each compactor shall be equipped with an adjustable, multi-cycle timer, a key-operated remote station with full/jam light and a "pull to start/push-to-stop" switch. An emergency "push-to-stop" palm switch shall be installed within easy reach of each loading hopper. All compactors shall be equipped with permanently mounted, dry-chemical fire extinguishers rated 2A:20B-C or higher by Underwriters Laboratories. In addition to the electrical power mentioned above the Government will provide concrete pads or existing concrete pavement for each compactor. Guide islands for sanitary compactors shall be provided and installed by the Contractor in accordance with the compactor manufacturer's instructions. The guide island shall be primed with an iron oxide or zinc chromate primer and then painted with two coats of safety yellow enamel. Loading hoppers

shall be the removable bolt-on type. Each compactor shall be specifically designed for the location where it is to be installed. The Contractor shall provide and install each compactor such that it meets all OSHA, ANSI, and all applicable local, state and federal safety requirements, operates satisfactorily and is readily accessible to users. The quality of installation workmanship shall be at high professional level. No rough, sharp, or unfinished edges shall be exposed.

C.14.2.1 STATIONARY COMPACTORS, GENERAL REQUIREMENTS:

Stationary compactors shall have NSWMA volume rating (ram face area x the top opening length of the charging chamber) of at least 2.5 CY. The top cover of the compactor (if top cover is exposed) shall be 3/16" or thicker steel. Loading hoppers shall be constructed of 3/16" or thicker steel and shall be well reinforced to withstand wind loads and blows from heavy, forklift-carried, tilt-dumped containers. The hydraulic power unit shall be installed with a 24" service clearance on container that shall be a detachable, roll type, heavy-duty, closed-top, 40-42 CY refuse container. Its overall length shall not exceed 24 feet. An effective means shall be provided and used to prevent refuse spillage during disconnection and hauling operations.

C.14.2.2 DOCK-LOADING, STATIONARY COMPACTORS, SPECIFIC INSTALLATION REQUIREMENTS:

These compactors shall provide 6-foot clear-width, drive-on ramps for 15,000 pound (single-axle load) forklifts from existing docks. The ramps and the compactor top shall be constructed of 1/4" minimum thickness steel safety floor plate and shall be well reinforced to insure structural rigidity. The slope from the top of a compactor up or down to an existing dock shall not exceed 15% (roughly 1 unit vertical to 7 units horizontal). Ramps shall not extend onto the docks by more than 8". The ramps and the compactor top shall be equipped with guardrails and toe boards meeting OSHA standards. The guardrails shall be constructed from 2" x 2" x 1/4" steel tubing with outside, 1/4" thick-steel gussets (6" and 8" legs) above the safety floor plate and 10" leg gussets below. Alternate dimensions may be submitted for approval. The toe boards shall be constructed of 10 gauge or thicker steel. The compactors shall also be equipped with dock-loading hoppers and splashboards. Hoppers shall extend 84" above the safety floor plate. Above 42", the hopper sides shall slope outward to 12" away from the vertical at the top. Above 60", the back of the hopper shall slope outward to 10" away from the vertical at the top. The splashboards shall extend from the safety floor plate upward 30" (plus or minus 2") and shall be somewhat rounded on top. The splashboards shall be strong enough to withstand minor bumps (2 miles per hour) from forklift prongs without denting or permanently bending. As a minimum splashboards shall be 3" wide and shall be constructed of 1/4" thick rectangular steel tubing. The number of units to be furnished and installed by the Contractor initially is as follows:

Five (5) each 40-42 CY Compactor and Container with Detachable Power Unit shall be provided.

C.14.2.3 GROUND LOADING STATIONARY COMPACTORS, (END-LOAD OR SIDE LOAD):

These compactors shall meet the requirements specified above for compactor systems and stationary compactors. In addition, the chutes shall be constructed of 10 gauge or thicker steel on top and sides and 1/4" steel on bottom and shall be reinforced and anchored to insure structural

rigidity. Chutes shall have a 30" x 48" or larger inspection door at the charging chamber. The Government will provide electrical power within 35 feet as specified above and will provide a framed opening (to Contractor's recommended dimensions) in the building wall plus a concrete pad for the compactor unit and container. The Contractor shall install the remote control station inside the building, provide doors for the framed opening, make all electrical connections, and perform any other installation work needed such as finishing, painting, etc. The number of units to be furnished and installed by the Contractor initially is as follows:

Six (6) each 40-42 CY Roll-Off Container with (End-Load or Side-Load), Stationary Compactor shall be provided initially.

C.14.3 PAINTING (AND REPAINTING) OF CONTAINERS AND COMPACTORS:

All Contractor furnished containers and compactors, except garbage cans shall be freshly painted prior to start date. Containers and compactors shall be painted to meet commercial industry standards. Color must be uniform for all containers and compactors. The Contractor -furnished containers and compactors, also includes trash receptacle stands, shall be repainted during the months of April, May and June of the second option year (if option is exercised). Exterior skin rough spots shall be touched up with same color paint yearly or as directed by the Contracting Officer. Prior to painting, any rough weld edges or joints shall be ground smooth. Decals, nameplates, etc on the existing items shall be protected or removed and replaced. NOTE: Painting and paint preparation, except touch up painting, shall be performed off depot.

NOTE: Painting and paint preparation, except touch up painting, shall be performed off depot.

C.14.4 VEHICLE REQUIREMENTS:

All vehicles shall have current Texas license plates and current Texas safety inspection stickers. All vehicles shall have liability insurance in the minimum amounts of \$200,000 per person, \$500,000 per accident, and \$20,000 in property damage. All drivers shall have current and valid state of Texas operator permits. All vehicles shall be in good to excellent mechanical condition, with no damages to the body, chassis, or refuse collection mechanisms. Packer truck bodies must be leak proof. Tires shall be replaced before the tread depth at any point reaches 4/32 – inch or less. When the vehicles are presented for inspection prior to the contract date, all tires shall have tread depth of 10/32-inch or more. All vehicles shall be painted the same color. Large rear view mirrors shall be placed on each side of each truck cab to provide an unobstructed view of the area on each side and to the rear of the truck. Vehicles shall be identified by the Contractor's company name, depot telephone number, and vehicle numbers placed on each side, which shall be readable from a distance of 60 feet. The numbers shall be consecutive, beginning with one. All vehicles and refuse collection mechanisms shall comply with ANSI Z245.1-84 and OSHA standards. All vehicles shall be equipped with highly audible reverse alarms(s). The following vehicles are considered to be the minimum necessary to perform the work under this contract. **No vehicles OVER 12 years old OR with OVER 250,000 miles**, will be used on this contract. Vehicles that has reached either of the two will be replaced within one (1) month, per GSA standard.

1 Truck, tandem axle, with front-loading container systems capable of servicing 2 to 10 CY containers with gross weight up to 8,000 pounds. Minimum capacity is 30 CY. Packer body shall be leak-proof.

3 Trucks, tandem axle, self tarping, capable of servicing 15 to 42-CY roll-off containers with gross weight up to 20 tons.

C.14.5 APPROVAL OF EQUIPMENT:

The KO/COR will inspect the containers, compactors, and equipment (vehicles) for compliance with the above requirements and for satisfactory mechanical condition and acceptable physical appearance. The Contractor shall present all equipment for inspection at least 10 days prior to the contract start date except the compactors which may be presented during the first contract month. The contractor shall perform load and performance tests on all of his vehicles and refuse collection mechanisms. The contractor shall use containers loaded to the maximum weights listed above for each type of vehicle. Failures of any type will be considered adequate for rejection. Equipment problems shall be corrected within 5 days otherwise the contract start may be delayed for one or more months as needed.

C.14.6 MAINTENANCE OF EQUIPMENT:

All vehicles, containers, and compactors shall be kept clean and presentable and shall be maintained in good mechanical condition acceptable to the DPW Engineer, that has technical responsibility for this contract, and the KO/COR. All vehicles shall be kept neatly painted in accordance with the color scheme specified herein before. Any vehicle body repairs shall be made within one week after being damaged and shall be done well enough that the damage areas cannot be detected from outside the vehicle. All vehicles shall be washed on the outside and cleaned inside during the last three workdays of each month. **THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL CONTRACTOR-FURNISHED CONTAINERS AND COMPACTORS.** The Contractor shall spray all container hinges and sliding doors with an approved non-straining, long-life lubricant such as LDS No. 2 on the first workday of every other month. ([WD-40 is not acceptable](#)). Containers will be handled and relocated, as required/requested by the COR. There shall be no extra cost to the Government for normal wear and/or damages to Contractor Owned Equipment by Government employees. Such damages shall be repaired by the Contractor at no additional cost to the Government. All wastes generated shall be properly containerized and disposed of by the contractor.

C.14.7 STEAM CLEANING TRUCK BODIES AND CONTAINERS:

The Contractor shall maintain all truck bodies, Dempsey-dumpster containers, and all other refuse containers in a clean, acceptable, sanitary condition for the entire period of the contract. The Contractor shall furnish a portable steam cleaner (towed-type) with a minimum capacity of 150 gallons per hour for this purpose. The unit furnished shall be a design approved by Underwriter's Laboratory or ASME. The unit shall be used only **off depot**. All other containers shall be cleaned on an as needed basis. As determined by the KO/COR.

C.14.8 SAFETY REQUIREMENTS AND MISCELLANEOUS EQUIPMENT:

C.14.8.1 SAFETY REGULATIONS AND SAFETY EQUIPMENT:

The provisions of RRAD-R 385-1 are applicable to the contract and shall be conscientiously observed at all times by both the Contractor and his employees. All required safety equipment (safety shoes, hard hats etc.), for contractor and his employees, shall be furnished by the contractor at contractor's expense.

C.14.8.2 TELEPHONE AND RELATED EQUIPMENT:

One telephone with an answering machine, and or a cell phone for the superintendent shall be provided at the Contractor's expense for use at the work site to maintain timely/prompt communications between the Contractor's superintendent and the KO/COR. The superintendent shall check for messages and return any calls at one-hour intervals or less.

C.14.8.3 FIRE EXTINGUISHERS:

All trucks/vehicles and compactors shall be equipped with Underwriters Laboratory-approved fire extinguishers, dry-chemical type, rated 2A: 20BC or higher. Extinguishers shall be permanently mounted.

C.15 PERSONNEL (RECOMMENDED/REQUIRED):

In order to perform the requirements of the contract, the Contractor will have to furnish an adequate work force. It is the Contractor's responsibility to determine the number of personnel required and the type of skills needed, however, in order to provide a rough estimate of personnel requirements, the following information is presented:

<u>Job Description</u>	<u>Estimated Personnel Required</u>
Truck Driver, Medium Truck	4
<u>Superintendent</u>	<u>1</u>
Total	5

C. 16 COLLECTION OF REFUSE:

The Contractor shall schedule refuse pickups to meet all minimum requirements specified in the Technical Provisions and to dispose of the refuse as it accumulates. Most refuse will be containerized: however, the contractor shall pickup all refuse whether it is containerized or not. This will sometimes include items such as, large cardboard cartons, etc., which will not fit in the standard containers. Each and every time a container or compactor is serviced, the Contractor shall police the immediate area (within 15 feet). He shall also clean each compactor unit and the area beneath the container. The Contractor shall clean up any spillage caused by his operations. This includes any spillage along haul routes, both on and off the depot. **No extra payment will be made for these items.** Where requested, by the KO/COR, the Contractor shall remove and store refuses container tops or lids.

Clean-up of spills of an environmental nature, shall utilize one of the following two options, with RRAD determining which option:

1. The contractor will provide a telephone number for a trained "quick response" company team leader to take care of any environmental spills and related paper work, with RRAD environmental personnel having final approving authority concerning the action.

OR

2. RRAD will take care of any environmental spills/clean ups and "back charge" the contractor for all hours, supplies, equipment, paperwork/forms and disposal of any/all materials required for the proper clean up of any environmental "spill".

C.16.1 FREQUENCY OF COLLECTION:

All containers, except those for sawdust, wood and dust collectors, shall be serviced a minimum of twice each week. Garbage cans shall be serviced at least twice each week. Other special service requirements are specified below in paragraphs 16.1.1 through 16.1.2.5. The rate of collection for all containers shall be frequent enough to provide service before capacity loading is approached. Thus the service frequency will be dependent on the rate of refuse generation at each container location. When the contractor is notified to service one or more containers by the KO/COR, he shall service the specified containers within two hours of receiving the notification.

C.16.1.1 FAMILY HOUSING AREAS:

There is no Family Housing on this contract.

C.16.1.2 ELLIOT LAKE AREA:

All containers in the following locations shall be serviced at least two (2) times weekly on Monday, and Thursday from 1 April through 30 September and once each week on Monday from 1 October through 31 March. An exception to this service frequency applies to the Beach of the Pines/Community Recreation Building, which shall be serviced two times per week during November, and the usual frequency the rest of the winter season.

C.16.1.2.1 Lookout Beach.

C.16.1.2.2 Beach of the Pines.

C.16.1.2.3 Piney Point.

C.16.1.2.4 Gravel Beach.

C.16.1.2.5 Picnic Shelters.

C.16.1.3 COMPACTORS:

The containers for all compactors shall be serviced at a minimum twice each month.

C.16.2 PRIVACY ACT CONTAINERS:

No privacy act containers or pickups are required for the depot.

C.16.3 PLASTIC LINERS FOR GARBAGE CANS:

The Contractor shall provide heavy duty, 3-mil thick plastic liner bags, 35 to 40 gallon size, for all garbage cans. When a garbage can is serviced, the liner shall be changed if it is soiled or damaged. As minimum, all liners shall be changed twice each month on the second and the fourth Thursday. Lids shall be replaced on each can after servicing and the cans returned to their proper location in an upright position.

C.16.4 RELOCATION OF CONTAINERS:

No additional payment will be made for the relocation of containers. This does not include compactor units.

C.16.5 REFUSE COLLECTION AND POLICING FOR SPECIAL EVENTS:

This depot sometimes holds special events such as Armed Forces Day, Human Enrichment Week, Change of Command Ceremonies, etc. When so requested by the KO/COR, the Contractor shall provide refuse collection for special events. Special events will generally cover an area of 15 acres or less. The Contractor shall distribute up to five, 4-CY containers throughout the area as directed by the KO/COR at least one day prior to the event. On the calendar day, immediately after the event, the Contractor shall deliver all refuse together with the trash and litter to the WWM existing landfill, (Section C 12 2 1), and return all refuse containers to their previous locations. All work shall be completed within one workday after the event. No additional payment will be made for this service.

C.16.6 BOILER ASH HAULING:

The contractor shall haul all ash generated at the central wood/coal/paper fired boiler at Building 336 to the WWM sanitary landfill. [The Government will provide the containers required for “boiler ash hauling”.](#)

During the heating months of November through March, the contractor shall empty the boiler ash hopper and dump the container at least once a day, five days per week (excluding holidays), Monday through Friday. During the months of April through October, the contractor shall dump the container two (2) to three (3) times per week as [directed by the COR](#). This service shall be paid monthly [on a price per load-basis](#).

C.17 REPORTS:

The Contractor shall complete the forms or reports listed below. The forms or reports shall be submitted in proper order by date to KO on or before the third workday following the end of each month. The Government will provide the Contractor with a limited supply of forms at the beginning of the contract. Sample forms are shown in Appendix II.

C.17.1 LAND FILL TICKET:

The Contractor shall maintain “Land Fill Manifest” for each load of material delivered to the WWM landfill. These landfill tickets shall show the driver’s name and the exact location/point of origin of the material. The completed landfill tickets shall be turned in weekly to the COR.

C.17.2 DA Form 3917:

At the end of each month the Contractor shall compile the information from the Manifest and Weight Tickets to a DA form 3917: "Refuse Collection and Disposal". The original and one copy of the DA Form 3917 shall be submitted to the KO/COR within 5 working days after the end of each month. Columns A and B on DA Form 3917 will not be completed.

C.18 ADDITIONS OR DELETIONS:

The Government may require the Contractor to add or delete containers or compactors at any time. The prices shown in the Unit Price Schedule will apply to all additions or deletions. Payment for changes made during the month will be based on the actual weekdays of service divided by 17. If additional containers are requested and the Contractor has the containers on hand, he shall provide the containers at the locations requested within two hours of the time requested. When requested containers or compactors not on hand are added, during the fourth option year, the prices will be negotiated.

C.19 INSTALLATION AND PAYMENT FOR THE COMPACTOR UNITS:

Beginning with the contract start date, the Contractor will have a one-month period for the installation of the compactor units. While the compactors are being installed, the Contractor shall provide service at these locations with: 4-CY and 8-CY front-loading containers or Open Top Roll Off as directed by the COR. Payment for the required front-loading containers will be made at the prices shown in the "Bid Schedule for Refuse Collection". Compactors units shall not be placed in service until they have been inspected and approved by the KO/COR. Payments for compactor units will start when they have been inspected, approved and placed in service.

C-20. NON-SERVICE FOR CONTAINERS OR COMPACTORS:

In the event the Contractor does not provide service for containers or compactors for any reason, including employee problems or equipment failure, all containers not receiving service will be deducted from the invoice price at a percentage based on the number of days out of service divided by 17.

52.000-4957 WIDE AREA WORKFLOW INFORMATION/INSTRUCTIONS - SERVICES (Jun 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", Red River Army Depot uses Wide Area WorkFlow — Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. They can be reached at 1-866-618-5988 or 1-801-605-7095. Web-based training for WAWF is also available at <http://www.wawftraining.com/>. If you are new to WAWF, please visit our website at <https://redriver.army.mil>. Click on the Procurement button on the left. At the New Information for Vendors line, click on Access Information about Wide Area Workflow (WAWF). This will take you to the WAWF Getting Started Guide for Vendors. Print this guide for step by step instructions.

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

All codes are required for proper processing.

[X] Invoice as 2-in-1 (Services only)

[X] Contractor CAGE Code

[X] Pay D0DAAC: HQ0303

[X] Issue DoDAAC: W911RQ

[X] Admin D0DAAC: W911RQ

[X] Inspect by D0DAAC: W911RQ

[X] Service Acceptor D0DAAC: W911RQ

[X] Contracting Officer: W911RQ

**Contractor: WAWF will prompt asking for “additional e-mail submission” after clicking “SIGNATURE”.
The following E-Mail address MUST be input in order to prevent delays in processing:**

Contract Administrator: _____

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.

(End of Statement)

CLAUSES INCORPORATED BY FULL TEXT**52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of **Mr. Donald Kenedy, Director of Contracting** and shall not be binding until so approved.

(End of Clause)

52.204-4058 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or
- (3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2008)

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

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

(5) [Removed].

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

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(7)(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.

(8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

(10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- ___ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (12)(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.
- ___ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- _X_ (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- _X_ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _X_ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- _X_ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- _X_ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- _X_ (25)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (26)(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)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (28)(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.

___ (29) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (30)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

___ (31) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (35) 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)).

___ (36) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (37) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (38) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (41)(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.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (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 (February 2002) (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 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph 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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

(viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 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.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 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)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4034 HOLIDAY CLOSING

Red River Army Depot will be closed during the period between Christmas Eve and New Year's Day, 24 Dec 07 through 1 Jan 08. Contractors must plan and price their work and deliveries to reflect this closure.

52.212-4037 PERFORMANCE

Services to be performed at Red River Army Depot, Texarkana, TX.

Other: _____

CLAUSES INCORPORATED BY FULL TEXT

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to--

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall--

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall--

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice ``FAST PAY." Invoices not prominently marked ``FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either--

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level--

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers ``FAST PAY." When outer shipping containers are not marked ``FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, 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 60 months.

(End of Clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
Refuse Truck Driver	WG-08	3 EA \$_____

Supertinent

WL-09

1 EA \$_____

(End of Clause)

52.222-4029 WAGE RATES

The attached schedule of Wage Rates No. 94-2235 (latest revision apply) was authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov> and click on [e98 Online Request Form](#).

CLAUSES INCORPORATED BY FULL TEXT

52.222-4089

The hours of work on this contract will be between 7:30 A.M. and 4:30 P.M., Monday through Friday (except holidays), unless other hours are specifically approved by the Contracting Officer.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-4026 SCHEDULE OF REQUIRED INSURANCE

(i) Workmen's compensation and employer's liability insurance in compliance with applicable state statutes, with a minimum employers liability coverage of \$100,000.00.

(ii) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000.00 per occurrence. No property damage liability insurance is required.

(iii) Comprehensive automobile insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$20,000.00 per accident for property damage.

52.232-25 PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

All of the above invoice information should be submitted in electronic format in accordance with DFAR 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007).

Red River Army Depot Payment Office is:

DFAS Columbus
DFAS-Rock Island / JAIQBAC
ATTN: Rock Island
PO Box: 182316
Columbus, OH 43218-2316

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period

of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-4028 AMMUNITION AREA PROJECTS

Access to the Ammunition Limited Area by contractor employees in privately owned vehicles (POV) is not authorized and shall not be permitted. The contractor shall provide transportation to and from the work site in an authorized contractor's vehicle. Employees of contractors doing work in the Ammunition Limited Area will be required to park their POV in Parking Lots 5 and 13 outside the limited area.

52.236-4030 LOCAL RULES AND REGULATIONS

The contractor, all subcontractors, and suppliers shall be governed by police regulations on the installation. The following local rules and regulations will be strictly complied with:

- (a) Employment of Labor:
 - (i) Security regulations
 - (ii) Passes and badges

- (b) Traffic:
 - (i) Designated routes
 - (ii) Passes
 - (iii) Insurance
 - (iv) Parking regulations
- (c) Highway barricades and warning signs
- (d) Safety
- (e) Temporary structures
- (f) Fire prevention and protection
- (g) Utilities

52.236-4031 SECURITY REGULATIONS

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

(i) 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).

(ii) 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.

(iii) 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:

(i) All depot traffic regulations will be observed.

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

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

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

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

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

52.236-4032 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

(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, will be reported directly to the RRAD Safety Office at 2115 during duty hours. These are reportable on a Department of Army Form 285 when they occur on U.S. Federal property. The RRAD Safety Office will assist in the preparation of all accident reports at no cost to the contractor.

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

52.236-4033 FIRE PREVENTION AND PROTECTION

The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the installation fire marshal for use of open flame

devices, such as: blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment in, or within 15 feet of buildings. The contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: Leola Liggins

ADDRESS: Red River Army Depot
100 Main Drive
ATTN: AMSTR-RR-P
Texarkana, TX 75507-5000

TELEPHONE: 903-334-2330

FAX: 903-334-4141

E-MAIL: leola.liggins@us.army.mil

(End of Provision)

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie D. Harris Jr.

ADDRESS: Red River Army Depot
100 Main Drive
ATTN: AMSTR-RR-P
Texarkana, TX 75507-5000

TELEPHONE: (903) 334-2218

FAX: (903) 334-4141

E-MAIL: charlie.d.harris@us.army.mil

(End of Provision)

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the

intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not

purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

52.247-25 GOVERNMENT-FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS (APR 1984)

The Government will provide Rear Loading Equipment and 1 each Boiler Ash Container without operators at Red River Army Depot loading and unloading when required.

(End of Clause)

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

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

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

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

(b) The Contractor shall--

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

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

(2) Prepare and distribute commercial bills of lading;

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

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

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

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

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

(g)

(1)

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

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

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

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

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

(6) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(9) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(10) 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(11) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(12) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(13)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2006) of 252.225-7036.

(14) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(15) ___ 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).

(16) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(17) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(18) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(19) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(20) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

H2. INSURANCE (Fixed Price Contract)

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

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's

Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.