

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

252.237-7015 Loss or damage (weight of articles).

As prescribed in 237.7101(d), use the following clause:

LOSS OR DAMAGE (WEIGHT OF ARTICLES) (DEC 1991)

- (a) The Contractor shall—
 - (1) Be liable for return of the articles furnished for service under this contract; and
 - (2) Indemnify the Government for any articles delivered to the Contractor for servicing under this contract that are lost or damaged, and in the opinion of the Contracting Officer, cannot be repaired satisfactorily.
- (b) The Contractor shall pay to the Government _____ per pound for lost or damaged articles. The Contractor shall pay the Government only for losses which exceed the maximum weight loss in paragraph (e) of this clause.
- (c) Failure to agree on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.
- (d) In the case of damage to any articles that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the articles at its expense in a manner satisfactory to the Contracting Officer.
- (e) The maximum weight loss allowable in servicing the laundry is _____ percent of the weight recorded on delivery tickets when the laundry is picked up. Any weight loss in excess of this amount shall be subject to the loss provisions of this clause.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

252.237-7016 Delivery tickets.

As prescribed in 237.7101(e), use the following clause:

DELIVERY TICKETS (DEC 1991)

- (a) The Contractor shall complete delivery tickets in the number of copies required and in the form approved by the Contracting Officer, when it receives the articles to be serviced.
- (b) The Contractor shall include one copy of each delivery ticket with its invoice for payment.

(End of clause)

Alternate I (DEC 1991). As prescribed in 237.7101(e)(1), add the following para-

graphs (c), (d), and (e) to the basic clause:

- (c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that—
 - (1) Each bag contains only articles within a single bag type as specified in the schedule; and
 - (2) Each bag is weighed and the weight and bag type are identified on the bag.
- (d) The Contractor shall, at time of pick-up—
 - (1) Verify the weight and bag type and record them on the delivery ticket; and
 - (2) Provide the Contracting Officer, or representative, a copy of the delivery ticket.
- (e) At the time of delivery, the Contractor shall record the weight and bag type of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight and bag type are verified at time of delivery.

Alternate II (DEC 1991). As prescribed in 237.7101(e)(2), add the following paragraphs (c), (d), and (e) to the basic clause—

- (c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that each bag is weighed and that the weight is identified on the bag.
- (d) The Contractor, at time of pickup, shall verify and record the weight on the delivery ticket and shall provide the Contracting Officer, or representative, a copy of the delivery ticket.
- (e) At the time of delivery, the Contractor shall record the weight of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight is verified at time of delivery.

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

252.237-7017 Individual laundry.

As prescribed in 237.7101(f), use the following clause:

INDIVIDUAL LAUNDRY (DEC 1991)

- (a) The Contractor shall provide laundry service under this contract on both a unit bundle and on a piece-rate bundle basis for individual personnel.
- (b) The total number of pieces listed in the “Estimated Quantity” column in the schedule is the estimated amount of individual laundry for this contract. The estimate is for information only and is not a representation of the amount of individual laundry to be ordered. Individuals may elect whether or not to use the laundry services.
- (c) Charges for individual laundry will be on a per unit bundle or a piece-rate basis. The Contractor shall provide individual

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laundry bundle delivery tickets for use by the individuals in designating whether the laundry is a unit bundle or a piece-rate bundle. An individual laundry bundle will be accompanied by a delivery ticket listing the contents of the bundle.

(d) The maximum number of pieces to be allowed per bundle is as specified in the schedule and as follows—

(1) *Bundle consisting of 26 pieces, including laundry bag.* This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(2) *Bundle consisting of 13 pieces, including laundry bag.* This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

252.237-7018 Special definitions of Government property.

As prescribed in 237.7101(g), use the following clause:

SPECIAL DEFINITIONS OF GOVERNMENT PROPERTY (DEC 1991)

Articles delivered to the Contractor to be laundered or dry-cleaned, including any articles which are actually owned by individual Government personnel, are Government-owned property, not Government-furnished property. Government-owned property does not fall under the requirements of any Government-furnished property clause of this contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 71 FR 3416, Jan. 23, 2006]

252.237-7019 Training for Contractor Personnel Interacting with Detainees.

As prescribed in 237.171-4, use the following clause:

TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013)

(a) *Definitions.* As used in this clause—

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(I) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b).]

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

[70 FR 52034, Sept. 1, 2005, as amended at 71 FR 53049, Sept. 8, 2006; 78 FR 37991, June 25, 2013]