

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 26	
2. CONTRACT NO. M67854-05-D-5013		3. AWARD/EFFECTIVE DATE 25-May-2005	4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-05-R-5013		6. SOLICITATION ISSUE DATE 03-Feb-2005
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HOLLY R. HUBBELL			b. TELEPHONE NUMBER (No Collect Calls) 703-432-3699		8. OFFER DUE DATE/LOCAL TIME 01:00 PM 01 Mar 2005
9. ISSUED BY MARINE CORPS SYSTEMS COMMAND, CTQ 2200 LESTER STREET QUANTICO VA 22134 TEL: FAX:		CODE M67854	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 333911 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY DCMA SEATTLE CORPORATE CAMPUS EAST III, 3009 112TH AV BELLEVUE WA 98004-8019 SCD: C				CODE S4801A
17a. CONTRACTOR/OFFEROR BOWHEAD MANUFACTURING COMPANY LLC JEFF GUENTZEL 6700 ARCTIC SPUR ROAD ANCHORAGE AK 99518 TEL. (206) 957-5231		CODE 1WB54	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT DIVISION/OPERATI P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339		FACILITY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$792,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES 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. REF:				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: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Holly R. Hubbell</i>		31c. DATE SIGNED 25-May-2005		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HOLLY R. HUBBELL / TEL: 703-432-3699 EMAIL: holly.r.hubbell@usmc.mil				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 26	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		
				42b. RECEIVED AT (<i>Location</i>)		
				42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

CONTRACT TYPE

CONTRACT TYPE. This is an Indefinite Delivery / Indefinite Quantity (ID/IQ) fixed price contract with options. Performance shall be made only as authorized by delivery orders issued in accordance with the ordering clause of this contract.

Each delivery order will contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the ordering period and the number of units ordered in accordance with the Schedule of Supplies and/or Services of this contract. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order for the year in which the order is placed. Quantities are not cumulative from order to order. The unit price of each order is determined by the total quantity for that order only, regardless of the previous number of orders issued or the total of previous quantities ordered. Delivery of units under a specific delivery order shall not be combined with delivery of units under another delivery order. Delivery orders will incorporate all clauses of the contract. The Contractor is responsible for delivery of each item to the final (e.g., unit) destination, to include local shipments from the port of entry, or other receiving facility.

OPTION CLINs. The Contract Line Item Numbers (CLINs) 0101 through 0402 are considered option CLINs and *may* be exercised on an ID/IQ basis according to the following schedule: CLINs 0101-0105 within 12 months of contract award, 0201-0202 within 24 months of contract award, 0301-0302 within 36 months of contract award, 0401-0402 within 48 months of contract award. The Options shall be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM.

PERIOD OF PERFORMANCE. The period of performance for this contract, if all Options are exercised, is 60 Months commencing on the effective date of the contract.

PRODUCTION ITEM RATE OF DELIVERY. The Government reserves the right to require a rate of up to, but not exceeding fourteen (14) units every thirty (30) calendar days beginning one hundred and fifty (150) days after issuance of Delivery Order for these items.

STATEMENT OF WORK

STATEMENT OF WORK

**PUMPING ASSEMBLIES, WHEEL-MOUNTED, DIESEL-ENGINE DRIVEN, BULK
TRANSFER, 600 GPM, FUEL AND POTABLE WATER SERVICE**

1.0 Scope. This Statement of Work (SOW) sets forth the effort required by the Contractor for the design, manufacture, testing, delivery and support of the pumping assemblies, wheel-mounted, diesel-engine driven, bulk transfer, 600 Gallons Per Minute (GPM), fuel and potable water service. This effort will be pursued as a commercial item purchase, pursuant to FAR 2.1, which provides the standard definition of a commercial item. Standard practices for “Acquisition of Commercial Items”, as set forth in FAR 12.203, will be applied throughout the process. Additionally, the Contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements, and overall supportability of the 600 GPM Pump assemblies are accomplished as set forth in the contract. This program has been initiated to produce and deploy commercial 600 GPM Pump assemblies that will fulfill the performance requirements and system safety efforts required to ensure compliance with the Performance Specification (PS), hereafter referred to as the PS. Additionally, this SOW defines the work required by the Contractor to satisfy requirements relative to program management; development and execution of quality assurance; provisioning technical documentation; technical manuals and publications; and system safety efforts required to ensure compliance with the Performance Specification. The Contractor shall ensure select components to include, engines, pumps, trailer, valves, and controls, are supportable through the anticipated service life (10 years) of the 600 GPM pump assembly.

2.0 Documents. The nature of commercial procurement mandates use of the Contractor’s product information, documentation, and manuals to the greatest extent possible. Principal concerns with the 600 GPM Pump assemblies focus on operational safety, training for operators and maintenance personnel, and the ability to provide parts and service at the various locations anticipated in the delivery schedule. The following table identifies guidance documents that may serve as references for offerors in the preparation of their proposals:

Mandatory

Current Reference	Revision Date	Title
MIL-STD-882D	10 Feb 00	Standard Practice for System Safety
MIL-STD-129P(2)	10 Feb 04	Military Marking

Guidance Only

Current Reference	Revision Date	Title
MIL-PRF-29612B	31 Aug 01	Training Data Products
MIL-PRF-49506	11 Nov 96	Logistics Management Information
MIL-HDBK-1221	28 Aug 95	DOD Handbook, Evaluation of Commercial Off-the-Shelf (COTS) Manual

3.0 Requirements. The Contractor shall perform all tasks required and delineated in this SOW to design, manufacture, test, deliver and prepare associated documentation, provide logistic support, provide technical support, develop technical manuals and deliver the 600 GPM Pump Assembly in the quantity specified in the contract. The Contractor shall provide all materials, equipment, hard tooling, personnel, and facilities necessary to manufacture, and deliver the types and quantities of deliverables specified by the contract.

3.1 Program and Data Management. The Contractor shall establish a management structure that ensures overall quality of the variants of the 600 GPM Pump Assembly, as well as assurance of compliance with the delivery schedule. A designated Program Manager (PM) shall be identified to serve as the principal representative of the Contractor throughout the contract performance. This individual shall coordinate with the United States Marine Corps (USMC) Ground Transportation and Engineer Systems (GTES)/PM Engineer Systems all activities related to successful performance of the contract, interface with Marine Corps logistics activities, and conduct appropriate meetings and reviews with Government personnel. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance. As appropriate, the Contractor shall ensure that administration, logistics, financial, and other task requirements pertinent to contract performance are adequately addressed.

3.2 Technical Compliance with Performance Specifications (PS). The Contractor shall propose and deliver 600 GPM pump assemblies compliant with the performance capabilities stated within the PS. Technical compliance shall be based upon evidence (e.g. commercial specifications and test or performance data) of the ability of the pumps to meet the performance standards set forth in the specification, as well as conformance to the delivery schedule.

3.2.1 Safety. The Contractor shall deliver a 600 GPM pump assembly that can be safely operated within the stated environment in accordance with Military Standard (MIL-STD)-882 and accomplish the mission profiles stated in the PS. The Contractor shall provide sufficient evidence of the safety of use of the pumps, to include features, compliance with commercial or industry standards, for example the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and the American National Standards Institute (ANSI), and any actions to minimize or eliminate hazards associated with use.

3.3 Maintenance Concept. The Contractor shall discuss the capability of their product to comply with Marine Corps' intended maintenance approach, or propose an approach that ensures the ability of users to effectively operate and maintain the pumps compliant with the standards set forth in the performance specification. A general description of organizational maintenance responsibilities within the Marine Corps is as follows:

3.3.1 Organization Level Maintenance. At this level, maintenance is performed by specially trained operators and maintenance personnel of the equipment and inclusive of the following proper care and use: operations; cleaning and preservation; lubrication; adjustment and minor repair; testing; and parts replacement as prescribed by pertinent technical publications.

3.3.2 Intermediate Level Maintenance. At this level, maintenance is performed by specially trained personnel within the organization (Marine Corps Military Occupational Specialty (MOS) 1341, Engineer Equipment Mechanic). Appropriate publications authorize the use of

additional tools, necessary parts and supplies, and general-purpose test equipment to perform maintenance beyond the capabilities and facilities of the Organizational Level. Included at this level is the performance of scheduled maintenance, diagnosis and isolation of readily traced equipment malfunctions, replacement of major assemblies/modular components that can be readily removed/installed and do not require critical adjustment, and replacement of easily accessible piece parts. Diagnosis and isolation of equipment/modular malfunctions encompass: adjustment and alignment of modules using test, measurement, and diagnostic equipment (TMDE); repair by replacement of modular components and piece parts which do not require extensive post maintenance testing or adjustment; limited repair of modular components requiring cleaning; seal replacement; application of external parts; repair kits; minor body work; and evaluation of engine emissions. Intermediate Level Maintenance also includes diagnosis and isolation; adjustment, calibration, and alignment; and repair of malfunctions to the internal piece part level. Replacement of defective modular components not authorized at organizational level; repair of major modular components by grinding or adjusting items such as valves; replacing internal and external piece parts to include solid state integrated circuits and printed circuit boards/cards; and heavy repairs to the body, hull, or other components is also authorized.

3.4 Warranty. The Contractor shall provide a warranty covering workmanship, materials, design, and all essential performance characteristics that would effect the Performance Specification of the 600 GPM pump assemblies. Unless negotiated by the contractor, and agreed to by the Government, the warranty shall be minimum of 12 months. The warranty period shall start when each item is placed in service (DD250 signed). All shipping costs related to warranty, to include returns, shall be borne by the contractor. The contractor shall respond to any warranty claim within 48 hours, and it shall be completed within 5 working days upon receipt of the pump assembly or pump component (CONUS). The contractor shall respond to any warranty claim within 96 hours, and it shall be completed within 8 working days upon receipt of the pump assembly or pump component (OCONUS).

Note: A working day constitutes the first normal working day (Monday through Friday), that the contractor receives Claim, i.e. a warranty claim is submitted on Fridays response will be no later than 0730 the following Wednesday.

3.5 Technical Data. The Contractor shall provide technical manuals, parts manuals, illustrations, and provisioning data in sufficient detail to support the operation, maintenance, and overall safe employment of the 600 GPM pump assemblies, as well as, establish a program for publications management (e.g. updates, revisions, and modifications) over the life cycle of the pumps. In the event that any data provided by the Contractor is not sufficient the Contractor shall be required to provide supplemental data to the Government. The Contractor shall ensure that Government approved manuals, catalogs, and associated publications supporting the 600 GPM pump assembly variants are delivered with each 600 GPM pump assembly (over packed) to the required destinations as set forth in the contract. The authoring software of publications shall be provided to the Government in Microsoft (MS) Office. MIL-HDBK-1221 and MILPRF49506 may be used for guidance. The Contractor shall provide all technical data

concurrently with the 600 GPM pump assembly variants submitted for Government testing. After Government testing, the Contractor shall provide updated or supplemental technical data as required by the Government. All Government approved data shall be delivered concurrently with the 600 GPM pumps.

NOTE: The Government will provide software to aid in the cataloging of parts. A one-hour training session will be provided to the Contractor on how to use the software.

3.5.1 Engineering Data for Provisioning. The Contractor shall provide engineering data for provisioning. Engineering data is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches, necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, wiring and cable diagrams needed to indicate the physical characteristics, location, and function of the item. The Contractor shall provide engineering data as required in the following order of precedence:

- a) Government or recognized industry specifications or standards;
- b) Engineering drawings;
- c) Commercial catalogs or catalog descriptions;
- d) Sketches or photographs with brief descriptions of dimensional, materiel, mechanical, electrical, or other descriptive characteristics.

When sketches or photographs are provided for an assembly, a Bill Of Material (BOM) shall also be provided.

3.5.2 Copyrighted Material. The Contractor shall identify copyrighted material, if any, and shall obtain the written approval of the copyright owner. The Contractor shall furnish appropriate copyright release giving the Government permission to reproduce and use copyrighted information. When the Contractor uses a manual which covers a Contractor's component or portion thereof and the Contractor's manual contains copyrighted material, the Contractor shall be responsible for obtaining a copyright release from the Contractor and providing the copyright release to the Government concurrent with the final manual.

3.6 Training.

3.6.1 Training Aids (OPTION). The Contractor shall identify and provide associated pricing for training aids and system components that can be used to accomplish training for the Engineer Equipment Mechanics and Operators. These training aids shall be delivered to the Marine Corps Engineer School at Camp Lejeune, NC and/or Fort Lee, Petersburg, VA, destination to be specified in delivery order. Training aids may encompass pump cutaways or other training aids or components of a comprehensive package suitable for use in a formal instructional environment, should be identified. The Contractor shall provide visual aids capable of being read in MS Office. MIL-PRF-49506 may be used for guidance.

3.7 Packaging, Handling, Storage and Transportation. Packaging of the 600 GPM pump assemblies procured shall be in accordance with Contractor's best commercial practices, as set forth in each delivery order and all packages shall be marked in accordance with MIL-STD-129P(2).

INSPECTION AND ACCEPTANCE TERMS.

Supplies/services will be inspected and accepted by the Government at destination.

DELIVERY INFORMATION.

All items to be FOB destination.
 All pumps (unless otherwise specified) and engineering data to be FOB destination shipped to the following:

Traffic Management Officer
 MCLB 1221 DR 20
 MF M99933 Set Assy WHSE 1241 DR 13
 Project Code R5F
 Albany, GA 31704-5000
 POC: Jerry Stanchina (229) 639-6984

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Fuel Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). Delivery: 150 days after issuance of delivery order. Contract Min/Max: 1/10; DO Min/Max: 1/10. First 4 pumps to be green (PS 3.17). FOB: Destination	10	Each	\$38,600.00	\$386,000.00
MAX NET AMT					\$386,000.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
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Base Year - Combo Fuel & Water Pumps	0001	1.00	7.00	38,750.00
		8.00	20.00	38,600.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Water Transfer Pump FFP	10	Each	\$38,600.00	\$386,000.00
	In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). Delivery: 150 days after issuance of delivery order. Contract Min/Max: 1/10; DO Min/Max: 1/10. First 4 pumps to be green (PS 3.17). FOB: Destination				

MAX NET AMT \$386,000.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Base Year - Combo Fuel & Water Pumps	0002	1.00	7.00	38,750.00
		8.00	20.00	38,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Engineering Data FFP	1	Lot	\$20,000.00	\$20,000.00
	In accordance with the Statement of Work (SOW) and Performance Specification (PS) to support provisioning. (Ref SOW 3.5.1) Delivery: 150 days after issuance of delivery order. Contract Min/Max: 1 lot. FOB: Destination				

NET AMT \$20,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101 OPTION	Fuel Transfer Pump FFP	75	Each	\$38,391.00	\$2,879,325.00
	In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/75: DO Min/Max: 1/75. FOB: Destination				

MAX NET AMT \$2,879,325.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 1 - Combo Fuel & Water Pumps	0101	1.00	60.00	39,375.00
		61.00	95.00	38,391.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102 OPTION	Water Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/20: DO Min/Max: 1/20. FOB: Destination	20	Each	\$39,375.00	\$787,500.00
MAX NET AMT					\$787,500.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 1 - Combo Fuel & Water Pumps	0102	1.00	60.00	39,375.00
		61.00	95.00	38,391.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103 OPTION	Training Aid - Pump cut away FFP Gorman-Rupp "O" series pump (cut away). In accordance with the Statement of Work (SOW) and Performance Specification (PS). (Ref SOW 3.6.1) Delivery: 150 days after exercise of Option and issuance of delivery order. CLIN Min/Max: 1/4; DO Min/Max: 1/4 FOB: Destination	4	Each	\$8,000.00	\$32,000.00
MAX NET AMT					\$32,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Lot	\$5,000.00	\$5,000.00
OPTION	Training Workbooks FFP				
	1 lot of 100 Training Workbooks. In accordance with the Statement of Work (SOW) and Performance Specification (PS). (Ref SOW 3.6.1) Delivery: 150 days after exercise of Option and issuance of delivery order.				
	FOB: Destination				

NET AMT \$5,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0105		6	Days	\$1,400.00	\$8,400.00
OPTION	Training FFP				
	On-site at Camp LeJeune or Ft. Lee. In accordance with the Statement of Work (SOW) and Performance Specification (PS). (Ref SOW 3.6.1) Delivery: 150 days after exercise of Option and issuance of delivery order. CLIN Min/Max: 1/6; DO Min/Max: 1/6				
	FOB: Destination				

MAX NET AMT \$8,400.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201 OPTION	Fuel Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/75: DO Min/Max: 1/75. FOB: Destination	75	Each	\$40,310.00	\$3,023,250.00

MAX
NET AMT \$3,023,250.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 2 - Combo Fuel & Water Pumps	0201	1.00	60.00	41,344.00
		61.00	95.00	40,310.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202 OPTION	Water Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/20: DO Min/Max: 1/20. FOB: Destination	20	Each	\$41,344.00	\$826,880.00

MAX
NET AMT \$826,880.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 2 - Combo Fuel & Water Pumps	0202	1.00	60.00	41,344.00

61.00 95.00 40,310.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301 OPTION	Fuel Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/75; DO Min/Max: 1/75. FOB: Destination	75	Each	\$42,326.00	\$3,174,450.00

MAX NET AMT \$3,174,450.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 3 - Combo Fuel & Water Pumps	0301	1.00	60.00	43,411.00
		61.00	95.00	42,326.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302 OPTION	Water Tranfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/20; DO Min/Max: 1/20. FOB: Destination	20	Each	\$43,411.00	\$868,220.00

MAX NET AMT \$868,220.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 3 - Combo Fuel & Water Pumps	0302	1.00	60.00	43,411.00
		61.00	95.00	42,326.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401 OPTION	Fuel Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/75: DO Min/Max: 1/75. FOB: Destination	75	Each	\$44,441.00	\$3,333,075.00

MAX
NET AMT \$3,333,075.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 4 - Combo Fuel & Water Pumps	0401	1.00	60.00	45,581.00
		61.00	95.00	44,441.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402 OPTION	Water Transfer Pump FFP In accordance with the Statement of Work (SOW) and Performance Specification (PS) overpacked with all technical data (Ref SOW 3.5). CLIN Min/Max: 1/20: DO Min/Max: 1/20. FOB: Destination	20	Each	\$45,581.00	\$911,620.00

MAX
NET AMT \$911,620.00

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Option 4 - Combo Fuel & Water Pumps	0402	1.00	60.00	45,581.00
		61.00	95.00	44,441.00

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.211-7003	Item Identification and Valuation	JAN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(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.

___ (6)(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.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (28) 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)).
- (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(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 (i) through (vi) 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) 52.219-8, 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through 60 succeeding months .
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of 75 (insert dollar figure or quantity);
 - (2) Any order for a combination of items in excess of 95 (insert dollar figure or quantity); or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 01 June 2010

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 12 months after date of contract (CLINs 0101-0105), 24 months after date of contract (CLINs 0201-0202), 36 months after date of contract (CLINs 0301-0302), 48 months after date of contract (CLINs 0401-0402). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration

(SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Bowhead Manufacturing Cjo., L.L.C. will notify the Marine Corps Systems Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(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.

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

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

- 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (May 2002).
- 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 (Federal Acquisition Regulation 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:

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

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

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

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Anchorage District Office
510 L Street, Suite 310
Anchorage AK 99501-1952
(907) 271-4022
FAX# 907/271-4545

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 SECTION 8(a) DIRECT AWARD - ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Bowhead Manufacturing Company, L.L.C. will notify the Marine Corps Systems Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

BLOCK 18b. INVOICE SUBMISSION - ADDENDUM:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil>, and (ii) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract.

The USMC WAWF-RA point of contact for this contract is MSgt. Troy Jukes and can be reached at 703-432-3445 or Malar Motley at (703) 432-3749. Questions regarding invoices can be directed to MSgt. Troy Jukes at (703) 432-3445 or email Troy.Jukes@usmc.mil or Malar Motley at (703) 432-3749, email Malar.Motley@usmc.mil.

The contractor is directed to use the "2 -in-1" format when processing invoices for services and the "Combo" for supplies. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and applicable extension [PG15](i.e., M67854PG15) as the DODAAC for all shipping addresses.