SOLICITATION OFFERO	N/CONTRACT/					1. REQU	JISITIC	ON NUMBER			PAGE	1 OF 47
2. CONTRACT NO. M67854-09-D-506	9	3. AWARD/EF 27-Mar-20	FECTIVE DATE	4. ORDEI	R NUMBER			5. SOLICITATI	ON NUMBER	1	6. SOLICITA	ATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	:	a. NAME						b. TELEPHON	E NUMBER (No C	Collect Calls)	8. OFFER I	DUE DATE/LOCAL TIME
9. ISSUED BY  MCSC CONTRACTII CODE: CT 2200 LESTER STRE QUANTICO VA 2213	ET	CODE	M67854		SET ASI	TRICTED DE: LL BUSIN	% IESS		1 1	JNLESS KED	Net 30 E	,
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15. DELIVER TO	E SCHEDUL	CODE L			16. ADMINIST DCMC GARDEN 605 STEWART A GARDEN CITY I	N CITY VENUE				COI	DE S33	SCD: C
17a.CONTRACTOR/	OFFEROR		CODE 31UG	4	18a. PAYMEN	IT WILL E	ВЕ МА	DE BY		СО	DE HO	0337
AMERICAN DEFENSE SYSTEMS, INC. GARY EVANS 230 DUFFY AVE UNIT A HICKSVILLE NY 11801-3641  FACILITY					DFAS-COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266							
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SUCH ADDRES					BELOW IS CHECKED SEE ADDENDUM							
19. ITEM NO.			SEE SCHE		WICES		21.	QUANTITY		23. UNIT PF		24. AMOUNT
25. ACCOUNTING A	AND APPROPRIATI	ON DATA							26. TOTAL		•	Govt. Use Only) 784.22 EST
	TON INCORPORAT									⊢	님	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DEL SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDISUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			ELIVER ALL ITEMS OFFER DATED . YOUR OFFER ON SOLICITATION									
30a. SIGNATURE C	OF OFFEROR/COM	TRACTOR			31a.UNIT	ED STATE:	S OF	AMERICA (S	SIGNATURE OF CO	ONTRACTING O	FFICER)	31c. DATE SIGNED
						M.	Ú.	io if M	artis !			02-Apr-2009
30b. NAME AND TI	TLE OF SIGNER		30c. DATE	SIGNED	31b. NAM	E OF CON	TRACT	ING OFFICER	(TYPE (	OR PRINT)		
(TYPE OR PRINT)					WILLIAM TEL: 703			CONTRACTING		lliam.cartis	s@usmc.m	il

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					EMS					PA	AGE 2 OF 47
19. ITEM NO.				SUPPLIES/ SER	VICES	I	21. QUANTI	TY	22. UNIT	23. UNIT F	RICE	24. AMOUNT
19. ПЕМ NO.			20. SCHEDULE OF S		VICES		21. QUANTI	TY	22. UNIT	23. UNIT F	RICE	24. AMOUNT
32a. QUANTITY IN	COLUM	_	S BEEN  ACCEPTED, AND CONF	OPMS TO THE (		T EYCEDT	AS NOTED:	•				
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33. SHIP NUMBER	FINAL	34. VOU	CHER NUMBER	35. AMOUNT VE CORRECT		36.	PAYMENT COMPLET	ге 🔲 і	PARTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT	NUMBE	R 39. S	S/R VOUCHER NUMBER	40. PAID BY		I						
			CORRECT AND PROPER		42a. RE	CEIVED BY	(Print)					
41b. SIGNATURE A	ND TITL	E OF CE	RTIFYING OFFICER	41c. DATE	121 -							
					42b. RE	CEIVED AT	(Location)					
					42c. DA	TE REC'D (	YY/MM/DD)	42d. T0	OTAL CONT	AINERS		

# Section SF 1449 - CONTINUATION SHEET

# **INSTRUCTIONS**

**CONTRACT TYPE:** A fixed price Indefinite Delivery/Indefinite Quantity (ID/IQ) is the most effective contract type for the performance period of this contract. 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.

**PERIOD OF PERFORMANCE:** The period of performance for this contract shall be 36 months beginning on the effective date of the contract (not to exceed 36 months).

**PACKAGING INSTRUCTIONS:** Packaging of the Add on Armor (AoA), Crew Protection Kits (CPK) procured under CLINs 0001 though 0011 shall be in accordance with Contractor's best commercial practices, as set forth in each delivery order. MILSTD 129 applies.

#### INSPECTION AND ACCEPTANCE:

The Add on Armor (AoA), Crew Protection Kits (CPK) shall be Inspected at Origin and Accepted at Destination.

**DELIVERIES:** The contractor **Shall Contact** Mr. Michael Farley via E-mail at <u>michael.j.farley@usmc.mil</u> or (703)432-3727 <u>BEFORE</u> MAKING ANY SHIPMENT OF THE ITEMS UNDER THIS CONTRACT. Upon making contact with this individual, the contractor will be provided a document number for item tracking purposes. Delivery location shall be FOB Albany Ga.

# **DELIVERY REQUIREMENT:**

The contractor is required to deliver all Add on Armor (AoA)/Crew Protection Kits (CPK) and all Packaging and Crating for long term storage not later than 30 October 2009. All other CLINs shall be delivered in accordance with each individual delivery order.

Page 4 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0001 **UNDEFINED** All Terrain Crane (ATC) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK) FFP All Terrain Crane (ATC). To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (4) (b) (4) 0001AA Each (b) 6 All Terrain Crane (ATC) Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 6 Ea. FOB: Destination

> MAX NET AMT

Page 5 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0001AB 1 Each All Terrain Crane (ATC) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination SHIP VIA: Best Way (Shippers Option)Logistics Support FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) 0001AC (b) (4) 750,000 Dollars, U.S. All Terrain Crane (ATC) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** 

Page 6 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0001AD 6 Each All Terrain Crane (ATC) **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 6 Ea. FOB: Destination MAX (b) (4) **NET AMT** ITEM NO UNIT SUPPLIES/SERVICES **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) 0002 **UNDEFINED** (b) (4) Light Crane Air Mobile (AMC) Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 7 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0002AA 9 Each Light Crane Air Mobile (AMC) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 9 Ea. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** 0002AB 1 Each (b) (4) (b) (4) Light Crane Air Mobile (AMC) Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 8 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0002AC 200,000 Dollars, U.S. Light Crane Air Mobile (AMC) Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY 0002AD 9 (b) (4) (b) (4) Each Light Crane Air Mobile (AMC) **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 9 Ea. FOB: Destination MAX (b) (4) **NET AMT** 

Page 9 of 47

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **QUANTITY** 

(b) (4) 0003 **UNDEFINED** TRACTOR FULL TRACK MC1150/W ANGLE BLADE

**FFP** 

Add on Armor (AoA), Crew Protection Kit (CPK), FFP

To include all Government approved publications delivered FOB

Destination-Best Commerial Practice within the specified number of calendar

days at the specified locations.

FOB: Destination, SHIP VIA: Best Way (Shippers Option)

FOB: Destination

MAX **NET AMT**  (b) (4)

(b) (4)

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX

**QUANTITY** 

(b) 10 Each

(b) (4)

TRACTOR FULL TRACK MC1150/W ANGLE BLADE

0003AA

Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire

upgrades and Prescribed Load List (PPL)

FOB: Destination, SHIP VIA: Best Way (Shippers Option)

Minimum Qty. 1 Ea. Maximum Qty. 10 Ea.

FOB: Destination

MAX **NET AMT** 

(4)

(b) (4)

Page 10 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0003AB 1 Each TRACTOR FULL TRACK MC1150/W ANGLE BLADE **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) 0003AC 750,000 Dollars, (b) (4) U.S. TRACTOR FULL TRACK MC1150/W ANGLE BLADE **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** 

Page 11 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0003AD 10 Each TRACTOR FULL TRACK MC1150/W ANGLE BLADE **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 10 Ea. FOB: Destination MAX (b) (4) **NET AMT** ITEM NO UNIT SUPPLIES/SERVICES **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) 0004 **UNDEFINED UNDEFINED** TRACTOR FULL TRACK MC1155/W Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 12 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0004AA 10 Each TRACTOR FULL TRACK MC1155/W **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 10 Ea. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (4) (b) (4) 0004AB Each TRACTOR FULL TRACK MC1155/W **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 13 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0004AC 750,000 Dollars, U.S. TRACTOR FULL TRACK MC1155/W Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0004AD Each 4 TRACTOR FULL TRACK MC1155/W **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 4 Ea. FOB: Destination (b) (4) MAX **NET AMT** 

Page 14 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0005 **UNDEFINED** TRUCK FORKLIFT VARIABLE REACH, EBFL **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (b) (4) (b) (4) 0005AA Each TRUCK FORKLIFT VARIABLE REACH, EBFL Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 49 Ea. FOB: Destination

> MAX NET AMT

Page 15 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0005AB 1 Each TRUCK FORKLIFT VARIABLE REACH, EBFL **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT UNIT PRICE** ITEM NO SUPPLIES/SERVICES UNIT MAX AMOUNT MAX **QUANTITY** (b) (4) 0005AC 1,000,000 Dollars, (b) (4) U.S. TRUCK FORKLIFT VARIABLE REACH, EBFL FFP Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL): TBD FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination MAX (b) (4) **NET AMT** 

Page 16 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0005AD 24 Each TRUCK FORKLIFT VARIABLE REACH, EBFL **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 24 Ea. FOB: Destination MAX (b) (4) **NET AMT** ITEM NO UNIT SUPPLIES/SERVICES **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) 0006 UNDEFINED (b) (4) FORKLIFT LIGHT ROUGH TERRAIN LRTF Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination

> MAX NET AMT

Page 17 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0006AA 46 Each FORKLIFT LIGHT ROUGH TERRAIN LRTF **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 46 Ea. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (4) (b) (4) 0006AB Each FORKLIFT LIGHT ROUGH TERRAIN LRTF **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 18 of 47

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0006AC 900,000 Dollars, U.S. FORKLIFT LIGHT ROUGH TERRAIN LRTF Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) 0006AD (b) (4) 23 Each FORKLIFT LIGHT ROUGH TERRAIN LRTF **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 23 Ea. FOB: Destination MAX (b) (4) **NET AMT** 

Page 19 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0007 **UNDEFINED** LOADER BACKHOE (BHL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (b) (4) (b) (4) 0007AA 19 Each LOADER BACKHOE (BHL) Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 19 Ea. FOB: Destination

> MAX NET AMT

Page 20 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0007AB 1 Each LOADER BACKHOE (BHL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT UNIT PRICE** ITEM NO SUPPLIES/SERVICES UNIT MAX AMOUNT MAX **QUANTITY** (b) (4) 0007AC 1,000,000 Dollars, (b) (4) U.S. LOADER BACKHOE (BHL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL): TBD FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination MAX (b) (4) **NET AMT** 

Page 21 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0007AD 7 Each LOADER BACKHOE (BHL) **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 7 Ea. FOB: Destination MAX (b) (4) **NET AMT** ITEM NO UNIT SUPPLIES/SERVICES **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) 0008 UNDEFINED (b) (4) MOTORIZED ROAD GRADER (130G) Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 22 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0008AA 16 Each MOTORIZED ROAD GRADER (130G) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 16 Ea. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (b) (4) (b) (4) 0008AB Each MOTORIZED ROAD GRADER (130G) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** 

Page 23 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0008AC 900,000 Dollars, U.S. MOTORIZED ROAD GRADER (130G) Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) 0009 (b) (4) **UNDEFINED** ROLLER, COMPACTOR, VIBRATOR **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination

> MAX NET AMT

Page 24 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0009AA 12 Each ROLLER, COMPACTOR, VIBRATOR **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty.12 Ea. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0009AB Each ROLLER, COMPACTOR, VIBRATOR **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT** 

Page 25 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX QUANTITY (b) (4) (b) (4) 0009AC 500,000 Dollars, U.S. ROLLER, COMPACTOR, VIBRATOR Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) 0010 **UNDEFINED** (b) (4) WHEELED TRACTOR, SCRAPER **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination

> MAX NET AMT

Page 26 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0010AA 9 Each WHEELED TRACTOR, SCRAPER **FFP** Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 9 Ea. FOB: Destination (b) (4) MAX **NET AMT** UNIT **UNIT PRICE** ITEM NO SUPPLIES/SERVICES MAX MAX AMOUNT **QUANTITY** (b) (4) (b) (4) 0010AB Each WHEELED TRACTOR, SCRAPER Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT** 

Page 27 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0010AC 500,000 Dollars, U.S. WHEELED TRACTOR, SCRAPER Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY 0010AD (b) (4) (b) (4) Each WHEELED TRACTOR, SCRAPER **FFP** Packaging and Crating for long term storage. Minimum Qty. 1 Ea. Maximum Qty. 9 Ea. FOB: Destination (4) MAX (b) **NET AMT** 

Page 28 of 47

(b) (4)

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** (b) (4) (b) (4) 0011 **UNDEFINED** MULTI TERRAIN LOADER (MTL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP To include all Government approved publications delivered FOB Destination-Best Commerial Practice within the specified number of calendar days at the specified locations. FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination (b) (4) MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** (4) (b) (4) 0011AA Each (b) MULTI TERRAIN LOADER (MTL) Add on Armor (AoA), Crew Protection Kit (CPK). The AoA/CPK include tire upgrades and Prescribed Load List (PPL). FOB: Destination, SHIP VIA: Best Way (Shippers Option) Minimum Qty. 1 Ea. Maximum Qty. 20 Ea. FOB: Destination

> MAX NET AMT

Page 29 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY (b) (4) (b) (4) 0011AB Each MULTI TERRAIN LOADER (MTL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP AUTHORIZED STOCKAGE LIST FOB: Destination, SHIP VIA: Best Way (Shippers Option) FOB: Destination MAX (b) (4) **NET AMT UNIT PRICE** ITEM NO SUPPLIES/SERVICES UNIT MAX AMOUNT MAX **QUANTITY** (b) (4) 0011AC 450,000 Dollars, (b) (4) U.S. MULTI TERRAIN LOADER (MTL) **FFP** Add on Armor (AoA), Crew Protection Kit (CPK), FFP SPARE PARTS PROVISIONING LIST (SPPL) FOB: Destination, SHIP VIA: Best Way (Shippers Option) Spare Parts List) FOB: Destination (b) (4) MAX **NET AMT** 

Page 30 of 47

ITEM NO 0012	SUPPLIES/SERVICES  TECHNICAL SERVICE FFP  TECHNICAL SERVICE I		UNIT PRICE (b) (4)	MAX AMOUNT (b) (4)
	FOB: Destination	, ,		
			MAX NET AMT	(b) (4)
ITEM NO 0013 OPTION	SUPPLIES/SERVICES  FIELD SERVICE REPREFIELD SERVICE REPREFIELD SERVICE REPREFOB: Destination		UNIT PRICE (b) (4)	MAX AMOUNT (b) (4)
			MAX NET AMT	(b) (4)

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 Origin	Government	Destination	Government
0001AA Origin	Government	Destination	Government
0001AB Origin	Government	Destination	Government
0001AC Origin	Government	Destination	Government
0001AD Origin	Government	Destination	Government
0002 Origin	Government	Destination	Government
0002AA Origin	Government	Destination	Government

000015		~	- ·	~
0002AB		Government	Destination	Government
0002AC		Government	Destination	Government
0002AD	_	Government	Destination	Government
0003	Origin	Government	Destination	Government
0003AA		Government	Destination	Government
0003AB	2	Government	Destination	Government
0003AC	•	Government	Destination	Government
0003AD	Origin	Government	Destination	Government
0004	Origin	Government	Destination	Government
0004AA	Origin	Government	Destination	Government
0004AB	Origin	Government	Destination	Government
0004AC	Origin	Government	Destination	Government
0004AD	Origin	Government	Destination	Government
0005	Origin	Government	Destination	Government
0005AA	Origin	Government	Destination	Government
0005AB	Origin	Government	Destination	Government
0005AC	•	Government	Destination	Government
0005AD	•	Government	Destination	Government
0006	Origin	Government	Destination	Government
0006AA	•	Government	Destination	Government
0006AB		Government	Destination	Government
0006AC	•	Government	Destination	Government
0006AD	•	Government	Destination	Government
0007	Origin	Government	Destination	Government
0007AA		Government	Destination	Government
0007AB	•	Government	Destination	Government
0007AD	•	Government	Destination	Government
0007AC		Government	Destination	Government
0007AD	Origin	Government	Destination	Government
0008 0008AA		Government	Destination	Government
	•	Government	Destination	Government
0008AB		Government	Destination	Government
0008AC	_			
0009	Origin	Government	Destination	Government
0009AA	•	Government	Destination	Government
0009AB	_	Government	Destination	Government
0009AC	_	Government	Destination	Government
0010	Origin	Government	Destination	Government
0010AA		Government	Destination	Government
0010AB	Origin	Government	Destination	Government
0010AC		Government	Destination	Government
0010AD		Government	Destination	Government
0011	Origin	Government	Destination	Government
0011AA		Government	Destination	Government
0011AB		Government	Destination	Government
0011AC		Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0004AD	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A
0005AB	N/A	N/A	N/A	N/A
0005AC	N/A	N/A	N/A	N/A
0005AD	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0006AA	N/A	N/A	N/A	N/A

0006AB N/A	N/A	N/A	N/A
0006AC N/A	N/A	N/A	N/A
0006AD N/A	N/A	N/A	N/A
0007 N/A	N/A	N/A	N/A
0007AA N/A	N/A	N/A	N/A
0007AB N/A	N/A	N/A	N/A
0007AC N/A	N/A	N/A	N/A
0007AD N/A	N/A	N/A	N/A
0008 N/A	N/A	N/A	N/A
0008AA N/A	N/A	N/A	N/A
0008AB N/A	N/A	N/A	N/A
0008AC N/A	N/A	N/A	N/A
0009 N/A	N/A	N/A	N/A
0009AA N/A	N/A	N/A	N/A
0009AB N/A	N/A	N/A	N/A
0009AC N/A	N/A	N/A	N/A
0010 N/A	N/A	N/A	N/A
0010AA N/A	N/A	N/A	N/A
0010AB N/A	N/A	N/A	N/A
0010AC N/A	N/A	N/A	N/A
0010AD N/A	N/A	N/A	N/A
0011 N/A	N/A	N/A	N/A
0011AA N/A	N/A	N/A	N/A
0011AB N/A	N/A	N/A	N/A
0011AC N/A	N/A	N/A	N/A
0012 N/A	N/A	N/A	N/A
0013 N/A	N/A	N/A	N/A

# CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2008
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.242-15	Stop-Work Order	AUG 1989
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7013	Duty-Free Entry	OCT 2006
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252.246-7000	Material Inspection And Receiving Report	MAR 2008

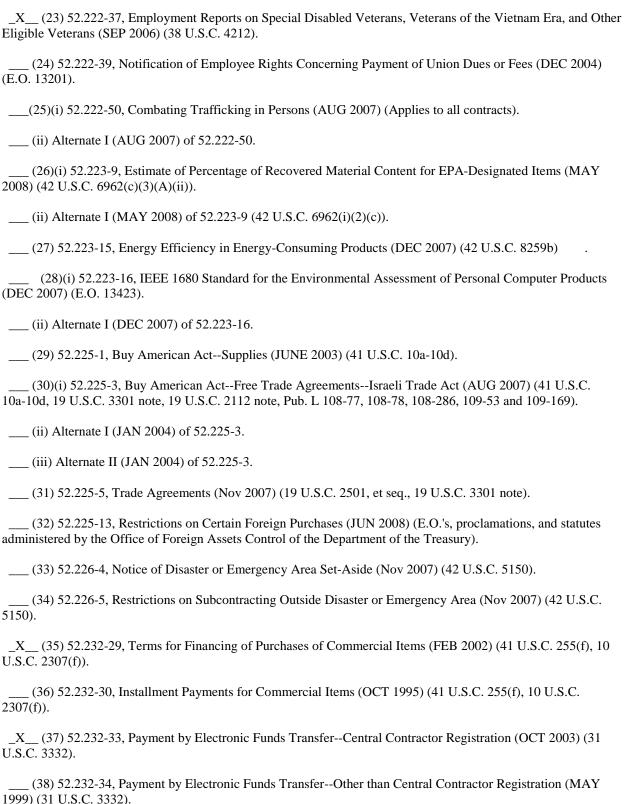
#### CLAUSES INCORPORATED BY FULL TEXT

# 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.)
- \_X\_\_ (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 DamagesSubcontracting 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 ProgramDisadvantaged 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 ProgramIncentive 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)).
(17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X (18) 52.222-19, Child LaborCooperation 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).



(40) 52 220 1 Dimensor Service Seferments (AUC 1006) (5 U.S.C. 552s)
(40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
_X (41)(i) 52.247-64, Preference for Privately Owned U.SFlag 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, the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate
(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice 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 ActPrice 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 EquipmentRequirements (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 ServicesRequirements (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

# 52.216-18 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 effective date through the end of contract period.
- (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 Ea., 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 206 Ea.
- (2) Any order for a combination of items in excess of 206 Ea. or
- (3) A series of orders from the same ordering office within 60 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 15 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 12 months after contract expiration date.

(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 anytime before contract expires. 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)

# 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:
Contract line, subline, or exhibit line item No. Item description
(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number
(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.
(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information TechnologyEAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information TechnologyEAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information TechnologyTransfer Syntax for High Capacity Automatic Data Capture Media.
(4) Unique item identifier.
(i) The Contractor shall
(A) Determine whether to
(1) Serialize within the enterprise identifier;
(2) Serialize within the part, lot, or batch number; or
(3) Use a DoD recognized unique identification equivalent; and
(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
(ii) The issuing agency code

(A) Shall not be placed on the item; and

- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*

- (11) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data\_submission\_information.html.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(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) \_X\_\_ 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) \_X\_\_ 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) \_X\_\_ 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) X\_ 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) \_X\_\_ 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) \_\_\_\_ 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) X\_ 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)

# MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

r			
The USMC WAWF-RA point	of contact for this contract is (1)	and can be reached on	
		. The alternate USMC WAWF-RA poi	int of
contact is (4)	and can be reached on (5) ###	##-###-#### or via email at (6)	
requirements, the contractor sha	all use the Marine Corps System	n processing invoices and receiving reports. ns Command DODAAC (M67854) as the I han the Marine Corps Systems Command.	
DFAS-Columbus P.O. Box 369022			
Attn:Kansas-M67443 Columbus, Ohio 4323	6-9022		
PHONE: 1-800-756-4	IS@DFAS.MIL (Vendor Pay) 571 #2 then #4 (MOCAS = #1 then the things of t	· · · · · · · · · · · · · · · · · · ·	
My Invoice: https://my	yinvoice.csd.disa.mil <https: my<="" td=""><td>nyinvoice.csd.disa.mil&gt;</td><td></td></https:>	nyinvoice.csd.disa.mil>	
Data entry information Payment Office DoDA	AAC: <mark>(8a)</mark>		
Issue By DoDAAC: <mark>(8</mark> Admin Office DoDA <i>A</i>			
Ship To/Service Acce		/EXT	
Contract Number: (8e	, ,		

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address(provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

# **ATTACHMENTS**

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work and	13	23-MAR-2009
	Appendix 1		
Attachment 2	Appendix 2	5	23-MAR-2009