



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720
MCSC2013F040097
15 May 13

Dewey Electronics Corporation
Mr. John H.D. Dewey
27 Muller Road
Oakland NJ 07436

Dear Mr. Dewey:

SUBJECT: FOIA - FILE MCSC2013F040097

This responds to your FOIA request dated April 23, 2013, which requests a copy of contract M67854-13-D-5021.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the contract and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to 5 U.S.C. § 552 (b)(4). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

15 May 13

In an effort to minimize further delay we request that you review the redactions and identify any withheld information that you wish to receive. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by May 30, 2013, this letter will become the final response and we will close this FOIA request.

As of May 15, 2013, one half hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$22.00 to:
COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120,
QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at:
Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,


for LISA L. BAKER
Counsel

SOLICITATION, OFFER AND AWARD			1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 42	
2 CONTRACT NO M67854-13-D-5021		3 SOLICITATION NO M67854-12-R-5046	4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5 DATE ISSUED 18 May 2012	6 REQUISITION/PURCHASE NO		
7 ISSUED BY MARCORSYSCOM - PG15 ATTN: JAMILA BRANSFORD 2200 LESTER STREET QUANTICO VA 22134 CODE M67854 TEL: 703-432-3594 FAX			8 ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 02:00 PM local time 21 Jun 2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL:	A NAME	B TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

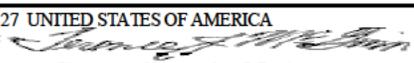
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 1CAY9	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) HENRY WONG / BUSINESS DEVELOPMENT
ATLANTIC DIV NG SUPPLY, NC. HENRY WONG 621 LYNNHAVEN PARKWAY STE 400 VIRGINIA BEACH VA 23452-7369			

15B. TELEPHONE NO (Include area code) 757-352-2527	15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED	20 AMOUNT \$0.00	21 ACCOUNTING AND APPROPRIATION	
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24 ADMINISTERED BY (If other than Item 7) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342 CODE S2404A SCD: B		25 PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8558) PO BOX 182264 COLUMBUS OH 43218-2264 CODE HQ0338	
26. NAME OF CONTRACTING OFFICER (Type or print) TERRY MCGINN TEL: 703-432-5028 EMAIL: terence.mcgin@usmc.mil		27 UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28 AWARD DATE 04-Feb-2013

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	One Man Portable Generator FFP 1MPG IAW SOW and Technical Specification Overpacked with Technical Manuals. Contract Quantity Minimum 1 - Maximum 3000 POP - Contract Award through 12 Months. Step Ladder Pricing - CLIN 0001 (1MPG): 1-9 (Qty/each): (b) (4) 10-49 (Qty/each) (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each) (b) (4) 500-999 (Qty/each) (b) (4) 1000-3000 (Qty/eac (b) (4)	UNDEFINED	Each	UNDEFINED	\$0.00

FOB: Destination

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Each	UNDEFINED	\$0.00

Auxiliary Refueling Kit
FFP

Auxiliary Refueling Kit IAW SOW and Technical Specification

The contractor shall include operation and support the kit in the 1MPG Technical Manuals. Overpacked with Technical Manuals.

Contract Minimum 1 - Maximum 3000

POP - Contract Award through 12 Months

Step Ladder Pricing - CLIN 0002 (Auxiliary Refueling Kit):

1-9 (Qty/each): (b) (4)

10-49 (Qty/each): (b) (4)

50-99 (Qty/each): (b) (4)

100-499 (Qty/each): (b) (4)

500-999 (Qty/each): (b) (4)

1000-3000 (Qty/each): (b) (4)

FOB: Destination

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Hours	UNDEFINED	\$0.00

500 Hours Support Kit
FFP

500 Hours Support Kit IAW SOW and Technical Specification

The contractor shall include operation and support the kit in the 1MPG Technical Manuals. Overpacked with Technical Manuals.

Contract Minimum 1 - Maximum 3000

POP - Contract Award through 12 Months

CLIN 0003 (500 Hours Support Kit):

1-3000 (Per/Hr): (b) (4)

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Remote Start Kit FFP Remote Start Kit IAW SOW and Technical Specification The contractor shall include operation and support the kit in the 1MPG Technical Manuals. Overpacked with Technical Manuals. Contract Minimum 1 - Maximum 3000 POP - Contract Award through 12 Months CLIN 0004 (Remote Start Kit): 1-9 (Qty/each): (b) (4) 10-49 (Qty/each): (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Technical Support FFP Technical Support IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs POP - Contract Award through 60 Months FOB: Destination	UNDEFINED			NSP
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA	Technical Data and Reviews (LRIP Phase) FFP Technical Data and Reviews Low Rate Initial Production (LRIP) IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB	Technical Data and Reviews (P&D) Phase FFP Technical Data and Reviews Production and Deployment (P&D) IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC	Provisioning Guidance Conference FFP Provisioning Guidance Conference IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD	Provisioning Conference FFP Provisioning Conference IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE	Provisioning Plan FFP Provisioning Plan IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF	Provisioning Technical Documentation FFP Provisioning Technical Documentation IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AG	Provisioning Parts List FFP Provisioning Parts List IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AH	Long Lead Time Items List FFP Long Lead Time Items List IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AJ	Change Notices FFP Change Notices IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AK	Engineering Data for Provisioning (EDFP) FFP Technical Information and Engineering Data for Provisioning (EDFP) IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AL	Provisioning Data Delivery FFP Provisioning Data Delivery IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AM	Parts Provisioning Support FFP Parts Provisioning Support IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AN	Parts Support FFP Parts Support IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amunt for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AP	Engineering Data for Provisioning (EDFP) FFP Engineering Data for Provisioning IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for DLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Meetings for LRIP Phase and P&D Phase FFP Meetings for LRIP Phase and P&D Phase IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs POP - Contract Award through 12 Months FOB: Destination	UNDEFINED	Hours		NSP
					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA	Post Award Conference FFP Post Award Conference & Systems Requirements Review IAW SOW and Technical Specification Duration - One day and Location - Quantico, VA CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB		UNDEFINED			NSP

In-Process Review
 FFP
 In-Process Review IAW SOW and Technical Specification
 Duration - One day and Location - Quantico, VA
 CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED
 (NSP)
 As such no price shall be proposed under unit price or max amount for CLIN and
 Sub CLINs

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC		UNDEFINED			NSP

Start of Test Meeting
 FFP
 Start of Test Meeting IAW SOW and Technical Specification
 Duration - One day and Location - Carderock, MD
 CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED
 (NSP)
 As such no price shall be proposed under unit price or max amount for CLIN and
 Sub CLINs
 FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AD	In-Process Review FFP In-Process Review IAW SOW and Technical Specification Duration - One day and Location - Contractors Facility CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AE	SVR and PRR FFP System Verification Review (SVR) support and Production Readiness Review (PRR) support (concurrent) IAW SOW and Technical Specification Duration - One day and Location - Contractors Facility CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Training Support FFP Training Support IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amuont for CLIN and Sub CLINs Contract Minimum 5 training Sessions POP - Contract Award through 12 Months FOB: Destination	UNDEFINED			NSP
					<hr/> MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA	Job Aid FFP Job Aid IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs FOB: Destination	UNDEFINED			NSP
					<hr/> MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Training Delivery FFP Training Delivery IAW SOW and Technical Specification CLIN AND SUB CLINs ARE NOT TO BE SEPARATELY PRICED (NSP) As such no price shall be proposed under unit price or max amount for CLIN and Sub CLINs Contract Minimum 1 - Maximum 5 POP Contract Award through 12 Months FOB: Destination	UNDEFINED	Each		NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101	1MPG FFP 1MPG IAW SOW and Technical Specification POP - 12 months - 24 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing - CLIN 0101 (1MPG): 1-9 (Qty/each) (b) (4) 10-49 (Qty/each) (b) (4) 50-99 (Qty/each) (b) (4) 100-499 (Qty/each); (b) (4) 500-999 (Qty/each); (b) (4) 1000-3000 (Qty/each); (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102	Auxiliary Refueling Kit FFP Auxiliary Refueling Kit IAW SOW and Technical Specification POP - 12 months - 24 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing- CLIN 0102 (Auxiliary Refueling Kit): 1-9 (Qty/each) (b) (4) 10-49 (Qty/each) (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103	500 Hours Support Kit FFP 500 Hours Support Kit IAW SOW and Technical Specification POP - 12 months - 24 months Contract Minimum 1 - Maximum 3000. CLIN 0103 (500 Hours Support Kit): 1-3000 (Per/Hr): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104	Remote Start Kit FFP Remote Start Kit IAW SOW and Technical Specification POP - 12 months - 24 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing - CLIN 0004 (Remote Start Kit): 1-9 (Qty/each) (b) (4) 10-49 (Qty/each): (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4)	UNDEFINED	Each	UNDEFINED	\$0.00

FOB: Destination

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201		UNDEFINED	Each	UNDEFINED	\$0.00

1MPG
FFP
1MPG IAW SOW and Technical Specification
POP - 24 months - 36 months
Contract Minimum 1 - Maximum 3000.
Step Ladder Pricing - CLIN 0201 (1MPG):
1-9 (Qty/each): (b) (4)
10-49 (Qty/each) (b) (4)
50-99 (Qty/each): (b) (4)
100-499 (Qty/each): (b) (4)
500-999 (Qty/each): (b) (4)
1000-3000 (Qty/each): (b) (4)

FOB: Destination

MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202	Auxiliary Refueling Kit FFP Auxiliary Refueling Kit IAW SOW and Technical Specification POP - 24 months - 36 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing - CLIN 0202 (Auxiliary Refueling Kit): 1-9 (Qty/each): (b) (4) 10-49 (Qty/each): (b) (4) 50-99 (Qty/each) (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203	500 Hours Support Kit FFP 500 Hours Support Kit IAW SOW and Technical Specification POP - 24 months - 36 months Contract Minimum 1 - Maximum 3000. CLIN 0203 (500 Hours Support Kit): 1-3000 (Per/Hr): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204		UNDEFINED	Each	UNDEFINED	\$0.00

Remote Start Kit
 FFP
 Remote Startt Kit IAW SOW and Technical Specification
 POP - 24 months - 36 months
 Contract Minimum 1 - Maximum 3000.
 Step Ladder Pricing - CLIN 0204 (Remote Start Kit):
 1-9 (Qty/each) (b) (4)
 10-49 (Qty/each) (b) (4)
 50-99 (Qty/each) (b) (4)
 100-499 (Qty/each) (b) (4)
 500-999 (Qty/each) (b) (4)
 1000-3000 (Qty/each) (b) (4)

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301		UNDEFINED	Each	UNDEFINED	\$0.00

1MPG
FFP
1MPG IAW SOW and Technical Specification
POP - 36 months - 48 months
Contract Minimum 1 - Maximum 3000.
Step Ladder Pricing - CLIN 0301 (1MPG):
1-9 (Qty/each) (b) (4)
10-49 (Qty/each) (b) (4)
50-99 (Qty/each) (b) (4)
100-499 (Qty/each): (b) (4)
500-999 (Qty/each): (b) (4)
1000-3000 (Qty/each): (b) (4)

FOB: Destination

MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302	Auxiliary Refueling Kit FFP Auxiliary Refueling Kit IAW SOW and Technical Specification POP - 36 months - 48 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing - CLIN 0302 (Auxiliary Refueling Kit): 1-9 (Qty/each): (b) (4) 10-49 (Qty/each): (b) (4) 50-99 (Qty/each) (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303	500 Hours Support Kit FFP 500 Hours Support Kit IAW SOW and Technical Specification POP - 36 months - 48 months Contract Minimum 1 - Maximum 3000. CLIN 0303 (500 Hours Support Kit): 1-3000 (Per/Hr): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304	Remote Start Kit FFP Remote Start Kit IAW SOW and Technical Specification POP - 36 months - 48 months Contract Minimum 1 - Maximum 3000. Step Ladder Pricing - CLIN 0304 (Remote Start Kit): 1-9 (Qty/each): (b) (4) 10-49 (Qty/each): (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4)	UNDEFINED	Each	UNDEFINED	\$0.00
	FOB: Destination				
				<hr/> MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401		UNDEFINED	Each	UNDEFINED	\$0.00

1MPG
FFP
1MPG IAW SOW and Technical Specification
POP - 48 months - 60 months
Contract Minimum 1 - Maximum 3000.
Step Ladder Pricing - CLIN 0401 (1MPG):
1-9 (Qty/each) (b) (4)
10-49 (Qty/each) (b) (4)
50-99 (Qty/each): (b) (4)
100-499 (Qty/each): (b) (4)
500-999 (Qty/each): (b) (4)
1000-3000 (Qty/each): (b) (4)

FOB: Destination

MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402	Auxiliary Refueling Kit FFP Auxiliary Refueling Kit IAW SOW and Technical Specification POP - 48 months - 60 months Contract Minimum 1 - Contract Maximum 3000. Step Ladder Pricing - CLIN 0402 (Auxiliary Refueling Kit): 1-9 (Qty/each) (b) (4) 10-49 (Qty/each) (b) (4) 50-99 (Qty/each): (b) (4) 100-499 (Qty/each): (b) (4) 500-999 (Qty/each): (b) (4) 1000-3000 (Qty/each): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0403	500 Hours Support Kit FFP 500 Hours Support Kit IAW SOW and Technical Specification POP - 48 months - 60 months Contract Minimum 1 - Maximum 3000. CLIN 0403 (500 Hours Support Kit): 1-3000 (Per/Hr): (b) (4) FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0404		UNDEFINED	Each	UNDEFINED	\$0.00

Remote Start Kit
FFP
Remote Start Kit IAW SOW and Technical Specification
POP - 48 months - 60 months
Contract Minimum 1 - Maximum 3000.
Step Ladder Pricing - CLIN 0404 (Remote Start Kit):
1-9 (Qty/each) (b) (4)
10-49 (Qty/each): (b) (4)
50-99 (Qty/each): (b) (4)
100-499 (Qty/each): (b) (4)
500-999 (Qty/each): (b) (4)
1000-3000 (Qty/each): (b) (4)

FOB: Destination

MAX NET AMT \$0.00

Section C - Descriptions and Specifications

Statement of Work and Technical Specification is attached.

Section D - Packaging and Marking

Packaging, Handling, Shipping transportation and marking shall be per Performance Specification

CLAUSES INCORPORATED BY REFERENCE

252.211-7003 Item Identification and Valuation

JUN 2011

Section E - Inspection and Acceptance

Project Officer

The Project Officer for this solicitation/contract is Commander, Marine Corps Systems Command, Attn: Clint Govar, 2200 Lester Street, Quantico, Virginia 22134, telephone (703) 432-3567.

Inspection and acceptance of contract deliverables are the responsibility of the Project Officer or his duly authorized representative(s) except as otherwise specified in the contract. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from statement of work/performance specification requirements.

In the event the contractor does deviate, without written approval from the Contracting Officer, such deviation shall be at the risk of, and any costs related thereto, shall be borne by the Contractor.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
0005AF	Destination	Government	Destination	Government
0005AG	Destination	Government	Destination	Government
0005AH	Destination	Government	Destination	Government
0005AJ	Destination	Government	Destination	Government
0005AK	Destination	Government	Destination	Government
0005AL	Destination	Government	Destination	Government
0005AM	Destination	Government	Destination	Government
0005AN	Destination	Government	Destination	Government
0005AP	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0006AA	Destination	Government	Destination	Government
0006AB	Destination	Government	Destination	Government
0006AC	Destination	Government	Destination	Government
0006AD	Destination	Government	Destination	Government
0006AE	Destination	Government	Destination	Government

0007	Destination	Government	Destination	Government
0007AA	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

A minimum of 10 articles of the 1MPG (One-Man Portable Generator) shall be delivered within 9 months after date of award. Delivery of the first article shall be delivered within 6 months after award, with delivery of the 10th article would be no later than 9 months after award. The Government will test all articles for approximately 3 months.

Upon completion of the delivery and testing, there will be follow-on award to only one contractor for the production 1MPG to be subsequently procured in the base and period of performance. Upon Completion of the 1MPG Testing, it is required that a production rate of 75 units per month to be delivered commencing 30 days after execution of each delivery order.

Delivery schedule will be issued in each individual delivery order. It is anticipated that all production units will be required to be delivered to the following address:

SPAWARSYSCEN Atlantic: Charleston

Attn: (TBD)

North Charleston, SC 29419-9022

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

Section G - Contract Administration Data

CONTRACT LIMITATIONS

G-1 CONTRACT LIMITATIONS

1. The Contract minimum amount is 10 Units.
The Contract maximum amount is 3000 Units.
Delivery order minimum is 1 Unit.
Delivery order maximum is 3000 Units.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection: Source
Acceptance: Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	M67854
Admin DoDAAC	S2404A
Inspect By DoDAAC	M94450
Ship To Code	TBD
Ship From Code	1CAY9
Mark For Code	N/A
Service Approver (DoDAAC)	M67854/PG15
Service Acceptor (DoDAAC)	M67854/PG15
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Email: Justin.Govar@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Project Officer:
The Project Officer for the One-Man Portable Generator will be:
Name: Mr. Justin Govar
Phone: (703) 432-3574

Email: Justin.Govar@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 1+ (866)-618-5988.

(End of clause)

Section H - Special Contract Requirements

H-1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the contracting officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H-2 INCORPORATION OF PROPOSAL

The Contracting Officer, may, upon contract award, incorporate all or parts of the contractor's proposal submitted in response to RFP M67854-12-R-5046. If portions of the proposal are included as attachments to this contract, they will fall under FAR 52.215-8(d) in the order of precedence clause.

The following paragraphs from Atlantic Diving Supply, Incorporated proposal dated 23 July 2012 are hereby incorporated:

- **Section 3.4.1 Fuel Type/3.4.1.1: Fuel Type (CPP)**
- **Appendix A/ Section 3.4.1: Fuel Type/3.4.1.2 Fuel Type**
- **Appendix A/Section 8.1: Scheduled Maintenance**

H-3 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event that the contractor, for any reason, anticipates or encounters difficulty in complying with the contract delivery schedule or date, or in meeting any of the other requirements of the contract, they shall immediately notify the Administrative and Procuring Contracting Officers (ACO and PCO) in writing, providing all of the pertinent details. This data shall be informational only in character and its receipt by the Government shall not be construed as a waiver by the Government of (i) any delivery schedule or date, (ii) compliance with any other contract requirement by the contractor, or (iii) any other rights or remedies belonging to the Government under law or otherwise under this contract.

H-4 CONTRACT CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicated with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the contracting officer or his or her designated representative. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H-5 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

If the offeror/contractor plans to use, in performing the work under this solicitation/contract, any items of Government property in the Offeror's/contractor's possession under a facilities contract or other agreement independent of this solicitation, the offeror shall so state in their proposal and identify (by contract number, Government agency, and contract administrator) the facilities he proposes to use. Moreover, the offeror shall request written concurrence to use each item of such Government property from the cognizant Contracting Officer.

H-6 RESPONSIBILITY IN SUBCONTRACTING

The contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

H-7 VALIDATION FAILURE

If award to initial Offeror/s fails to meet the Government Verification Test, the Government reserves the right to terminate that contract in its entirety and award to the next best offer that is Technically Acceptable.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt I	Small Business Subcontracting Plan (JAN 2011) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-35 Alt I	Equal Opportunity for Veterans (Sep 2010) Alternate I	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010

52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7001	Surge Option	AUG 1992
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7008	Restriction on Acquisition of Speciality Metals	JUL 2009
252.225-7021	Trade Agreements	JAN 2012
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007

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 **Date of Award** through **60 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 **3000** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **3000** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 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 **60 months from date of contract award**.

(End of clause)