

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
38. S/R Account Number	39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)			
		42c. Date Rec'd (YY/MM/DD)	42d. Total Containers			

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-04-C-0717

MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-04-C0171 is awarded to Main Street Supply & Logistics inc. The Government accepts your proposal dated 7/27/04 in response to Solicitation Number: W56HZV-04-R-0663 , signed by PETER HOEKSTRA , PRESIDENT of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section I, 52.246-4005, INSPECTION/ACCEPTANCE POINT: TOYOTA GIBRALTAR STOCKHOLDINGS
40 DEVIL'S TOWER ROAD
GIBRALTER
0-11-350-59100

INSPECTION/ACCEPTANCE WILL BY HANDLES BY DCMC SOUTHERN EUROPE.

** A DD250 SHALL BE SENT TO THE FOLLOWING ADDRESSES:

TACOM
AMSTA-AQ-AHED #101
ATTN: JANE ELLIOTT
WARREN, MI 48397-5000

DFAS - COLUMBUS CENTER
DFAS-CO-NORTH ENTITLEMENT OPERATION
P.O. BOX 182266
COLUMBUS, OH 43218-2266

DCMA MANCHESTER
2 WALL STREET
MANCHESTER, NH 03101-1518

[End of Clause]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0717 MOD/AMD	Page 3 of 18
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Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0717 MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 FSCM: 00000 PART NR: TOYOTA HILUX SECURITY CLASS: Unclassified																																														
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>20</p> <p>NOUN: PICKUP TRUCK PRON: J547H843EH PRON AMD: 03 ACRN: AA AMS CD: UAB001 CUSTOMER ORDER NO: J54UAB01EHUG FMS CASE IDENTIFIER: UG-B-UAB</p> <p>Toyota, Hilux, Double Cabin, 6 Seater, 4 X 4 Trucks, RIGHT HAND DRIVE (RHD), Model: LN166R-PRMDS6 Truck in accordance with the Specifications/Statement of Work on page 7. Each Truck shall include Two (2) sets of parts and service manuals (PSM) and two (2) sets of owner's/operator's manuals.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BUGA9N33649001</td> <td>BXXUAB</td> <td>L</td> <td>BUGA00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BUGA00</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>20</td> <td>12-NOV-2004</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (BUGA00) AMERICAN EMBASSY ATTN REGIONAL PERSONNEL OFFICER KAMPALA UGANDA TEL 256 41 346 842</p> <p>MARK FOR: AMERICAN EMBASSY ATTN REGIONAL PERSONNEL OFFICER</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BUGA9N33649001	BXXUAB	L	BUGA00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BUGA00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	20	12-NOV-2004				20	EA	\$ 27,761.66000	\$ 555,233.20
DOC	SUPPL																																														
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0717 MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
0002	KAMPALA UGANDA TEL 256 41 346 842 NSN: 0000-00-000-0000 FSCM: 00000 PART NR: RECOMMENDED SPARE PARTS SECURITY CLASS: Unclassified																																														
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SPARE PARTS KIT PRON: J547H844EH PRON AMD: 02 ACRN: AB AMS CD: UAB002 CUSTOMER ORDER NO: J54UAB02EHUG FMS CASE IDENTIFIER: UG-B-UAB</p> <p>See Attachment 01 for complete spare list.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BUGA9N33649002</td> <td>BXXUAB</td> <td>L</td> <td>BUGA00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BUGA00</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>12-NOV-2004</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (BUGA00) AMERICAN EMBASSY ATTN REGIONAL PERSONNEL OFFICER KAMPALA UGANDA TEL 256 41 346 842</p> <p>MARK FOR: AMERICAN EMBASSY ATTN REGIONAL PERSONNEL OFFICER KAMPALA UGANDA TEL 256 41 346 842</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BUGA9N33649002	BXXUAB	L	BUGA00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BUGA00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	12-NOV-2004				1	LO	\$ 56,246.80000	\$ 56,246.80
DOC	SUPPL																																														
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MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

TOYOTA, HILUX, DOUBLE CABIN, 6 SEATER TRUCKS - 4X4
Right Hand Drive (RHD) with two Sets of Parts and
Service Manuals (PSM) and two sets of owner's/operator's
manuals for each truck.

1. VEHICLE DETAILS:

1.1 The Toyota vehicles shall include the following:

TOYOTA HILUX, DOUBLE CABIN, 6 SEATER - 4X4, RHD, MODEL #: LN166R-PRMDS6
ENGINE MODEL: 3L-2779cc, DIESEL (TANK 66L), 4 CYLINDERS, BHP: 87, KW: 65. HEAVY DUTY COOLING (WATER),
ELECTRICS: 12 VOLTS.

TRANSMISSION: 5 SPEED,

brakes: DUEL RANGE BRAKES: FRONT: DISC, REAR: DRUM

TYRES: DIAGONAL. FRONT: 7.00-16-8PR. REAR: 7:00-16-8PR. STEEL RIMS.

SUSPENSION: HEAVY DUTY. FRONT: INDEPENDENT, REAR: LEAF SEATS.

6 SEATER. FRONT: 3 BENCH, REAR: 3 BENCH, TRANSVERSE. MATERIAL: VINYL.

NO.OF DOORS: 4

WHEELBASE: LWB 2860mm, GROUND CLEARANCE: 235mm.

WEIGHT: KERB WEIGHT: 1630kgs. GROSS VEHICLE WEIGHT: 2590Kg. PAYLOAD: 960Kg.

DIMENSIONS: LENGTH: 4915mm, WIDTH: 1700mm, HEIGHT: 1825mm, VOLUME: 15.2m3, ALL EXCLUDING ACCESSORIES.

COLOUR: DARK GREEN

STANDARD FEATURES: CYCLONE TYPE AIR CLEANER - 55 AMP. ALTERNATOR (12v)- SEMI-FLOATING REAR AXLE - 70 AMP-HOUR BATTERY (12v) - HIGH ALTITUDE COMPENSATOR-

POWER STEERING- ENGINE, FUEL TANK AND TRANSFER BOX PROTECTION- FRONT AND REAR DOOR ARMRESTS- FRONT AND REAR ASHTRAY-
ASSIST GRIPS X 3- CIGARETTE LIGHTER- VINYL FLOOR COVERING- WATER TEMPERATURE GAUGE- FUEL GAUGE-
LOCKABLE GLOVE BOX- FRONT HEADRESTS x 2 (FIXED)- FRONT HEATER-
CENTRE INTERIOR LIGHT- INTERIOR REAR VIEW MIRROR- ODOMETER- PREWIRING FOR AUDIO WITH 2 SPEAKERS AND ANTENNA-
REAR SEAT BELTS x 3 (2x3 POINT AND 1x2 POINT)- FRONT SEAT BELTS x 3 (2x3 POINT & 1x2 POINT)- SPEEDOMETER km/hr.- STEERING WHEEL LOCK-
SUN VISORS x 2- PART TIME TRANSFER LEVER-
TIMING BELT REPLACEMENT WARNING LIGHT- PARKING BRAKE WARNING LIGHT- FUEL FILTER WARNING LIGHT- OWNER'S/OPERATOR'S MANUAL IN ENGLISH (2
PER VEHICLE)-
BODY RUST PROTECTION- TOOL KIT AND JACK- TOUCH UP PAINT- TUBED TYRES- FRONT BUMPER- REAR STEP BUMPER- LOCKABLE FUEL CAP
- DECK GUARD FRAME-
SEMI-SEALED HALOGEN HEADLAMPS- MANUAL FREE WHEEL HUBS- EXTERIOR REAR VIEW MIRRORS- FRONT AND REAR MUDGUARDS-
SPARE WHEEL UNDER BODY- FRONT STABILISER BAR-
DROP-DOWN TAIL GATE WITH TOYOTA MARK- FRONT TOWING EYE x 2- FRONT TOWING HOOK- GREEN LAMINATED WINDSHIELD- HIGH/LOW,
2-SPEED WINDSHIELD WIPERS (INCL. MIST).

FACTORY OPTIONS INCLUDED: AIR CONDITIONING (NON-CFC)

1.2 Preservation & Packing. Vehicles shall be preserved, packaged and packed for transportation in a manner sufficient to ensure safe arrival at destination by the contractor. These vehicles are to be shipped in accordance with the best commercial export practice for sea.

NOT AUTHORIZED FOR ABOVE-DECK SHIPMENT.

1.3 Inspection & Run Test. At the inspection and acceptance location, the contractor shall conduct an inspection

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	PIIN/SIIN W56HZV-04-C-0717	MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

and run-in test of four (4) vehicles randomly selected from the total quantity. A Government representative shall witness both the inspection and run-in test. This effort shall be in addition to regular production, quality control procedures that are implemented during the production cycle.

1.3.1 The inspection portion shall be conducted to assure all equipment and attachments meet contract requirements and are not damaged. The run-in test shall be conducted after the inspection is completed, and during the run-in test, the vehicles shall be operated for 1/2 hour, time cycles. All vehicle functions, gear ranges and attachments shall be exercised at operating temperatures.

1.3.2 Upon completion of the run-in test, the vehicle(s) shall be delivered with all fluid levels filled to maximum capacity (e.g. engine & hydraulic oil, coolant, electrolyte, etc.) prior to final acceptance with the exception that diesel fuel will not exceed 5 liters per vehicle. In addition, all discrepancies surfaced during the test and evaluations: leakage of fuel, lubricants, coolant, brake fluid or hydraulic fluids; damage; contractual requirements shortcomings etc., shall be cause for rejection. All discrepancies shall be corrected prior to final acceptance, and the contractor shall be responsible for refurbishing the vehicle(s) after testing.

1.4 The contractor shall include two(2) owners/operator manuals for each vehicle being procured.

1.4.1 All manuals must be in English language for the operator and for all scheduled maintenance instructions to maintain the vehicle under normal operating conditions. In addition, two sets of parts and service manuals shall be provided for each vehicle. The maintenance instructions must contain a schedule of preventive maintenance for daily, weekly, and yearly intervals.

1.4.2 A DD250 (Material Inspection and Receiving Report) is required for all sets of manuals. The manuals shall be listed on the DD250 under CLIN 0001AA with the vehicles. The manuals must be clearly marked and have the required DD250 attached. The DD Form 250 shall separately list each manual by the name and number. The packaging and outside container for each set of manuals shall be marked as follows: Manuals; Contract Number; Contract Line Item Number and the FMS Case Designator: UG-B-UAB

1.5 The Government shall not accept the Toyota Hilux, Double Cabin, 6 Seater Trucks, without the owners/parts and service manuals included.

1.6 Warranty Service - 20,000KM/1 year

Full Toyota Warranty shall be included in the price of the vehicles.

*** END OF NARRATIVE C 001 ***

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PACKAGING AND MARKING

D.1 PACKING/PACKAGING

BEST COMMERCIAL EXPORT PACKAGING

ITEMS SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS
DEFINED IN ASTM-3951-98.MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129P. IN ADDITION
TO THE MARKING REQUIREMENTS OF MIL-STD-129P THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT
MILSTRIP AN THE PART NUMBER.

BAR CODING NOT REQUIRED.

*** END OF NARRATIVE D 001 ***

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PIIN/SIIN W56HZV-04-C-0717

MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J547H843EH UAB001 J54UAB01EHUG	AA	2	9711 X8242UGO1X6D1000UAB 001252GUGS20113	4C8JAD	W56HZV \$	555,233.20
0002AA	J547H844EH UAB002 J54UAB02EHUG	AB	2	9711 X8242UGO1X6D1000UAB 002252GUGS20113	4C8JAC	W56HZV \$	56,246.80
						TOTAL	\$ 611,480.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242UGO1X6D1000UAB 001252GUGS20113	W56HZV	\$ 555,233.20
Army	AB	9711 X8242UGO1X6D1000UAB 002252GUGS20113	W56HZV	\$ 56,246.80
			TOTAL	\$ 611,480.00

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MOD/AMD

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
3	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
6	52.247-34	F.O.B. DESTINATION	NOV/1991
7	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
8	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
9	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
10	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
11	252.225-7013	DUTY-FREE ENTRY	JAN/2004
12	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
13	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
14	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which 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:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
 - (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (E.O. 11755)
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004)(E.O.13126)
- (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (16) 52.222-26, Equal Opportunity (E.O. 11246)
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

___(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).

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

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

___(23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Dept. of the Treasury).

___(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

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

___(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___(33) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which 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:

___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

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

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down

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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)

15 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(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 DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
- 252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(Alternate I)
(Alternate II)
(Alternate III)(10 U.S.C. 2631)

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____252.247-7024 Notification of Transportation of Supplies by Sea (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 (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

16 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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Government bill of lading;

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

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

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

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

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

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

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

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

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

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government

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upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

25 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION APR/2000
(TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]