

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 18					
2. Contract No. W56HZV-04-P-1297		3. Award/Effective Date 2004AUG10		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date			
7. For Solicitation Information Call:		A. Name JANE ELLIOTT			B. Telephone Number (No Collect Calls) (586)574-7098		8. Offer Due Date/Local Time				
9. Issued By TACOM WARREN AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ELLIOTTJ@TACOM.ARMY.MIL		Code W56HZV	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336112 Size Standard:			11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4		12. Discount Terms NET 30 DAYS			
15. Deliver To SEE SCHEDULE		Code	16. Administered By DCMA MANCHESTER 2 WALL ST. MANCHESTER NH 03101-1518						Code S3319A		
Telephone No.		Code 1DCX2	Facility	18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266						Code HQ0337	
17. Contractor/Offeror MAIN STREET SUPPLY & LOGISTICS, INC. ONE PHOENIX MILL LANE PETERBOROUGH, NH. 03458 Telephone No.		Code	Facility	18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						Code	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer											
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price		24. Amount FMS REQUIREMENT		
25. Accounting And Appropriation Data SEE ADDENDUM						26. Total Award Amount (For Govt. Use Only) \$49,920.00					
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda				<input type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.					
<input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)						
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586)574-7183			31c. Date Signed			

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
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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
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
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41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)
41b. Signature And Title Of Certifying Officer	
42b. Received At (Location)	
42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 18**

PIIN/SIIN W56HZV-04-P-1297

MOD/AMD

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

SUPPLEMENTAL INFORMATION

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN
Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

TOYOTA GIBRALTAR STOCKHOLDINGS
40 DEVIL'S TOWER ROAD
GIBRALTER
0-11-350-59100

Freight on Board (FOB) point is Ex-works Gibraltar Inco Terms 2000. Shipping Instructions will come from DCMC Southern Europe.

**A DD250 should be sent the following offices:

Contracting Office:

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

VEHICLE COLOR: DARK GREEN MICA METALLIC, COLOR CODE: 6P2

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-P-1297 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: LN166R-TRMDS SECURITY CLASS: Unclassified																																														
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: HILUX SINGLE CAB (RHD) PICKUP PRON: J547H814EH PRON AMD: 02 ACRN: AA AMS CD: UAU001 CUSTOMER ORDER NO: J54UAU01EHST FMS CASE IDENTIFIER: ST-B-UAU</p> <p>Toyota, Hilux, Single Cabin, Pickup Truck, 3 Seater, 4 X 4 Trucks, RHD, Model: LN166R-TRMDS in accordance with Attachment 01.</p> <p>COLOR: DARK GREEN MICA METALLIC COLOR CODE: 6P2</p> <p>Two (2) sets of parts and service manuals (PSM).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: VEHICLE DETAIL 3 SEATER PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</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>BSTA9N33249001</td> <td>BXXUAU</td> <td>L</td> <td>BSTA00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BSTA00</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>30-SEP-2004</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></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	BSTA9N33249001	BXXUAU	L	BSTA00	2		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>				BSTA00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	30-SEP-2004				1	EA	\$ 21,622.00000	\$ 21,622.00
DOC	SUPPL																																														
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001	BSTA9N33249001	BXXUAU	L	BSTA00	2																																										
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001	1	30-SEP-2004																																													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-P-1297 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	(BSTA00) CONTRACTOR MUST CONTACT DCMO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT. MARK FOR: CONTRACTOR MUST CONTACT DCMO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT. <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1297/0000 NSN: 0000-00-000-0000 FSCM: 00000 PART NR: SPARES -SEE ATTACH #2 SECURITY CLASS: Unclassified																																		
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: SPARES SEE ATTACH #2 PRON: J547H816EH PRON AMD: 02 ACRN: AB AMS CD: UAU003 CUSTOMER ORDER NO: J54UAU03EHST FMS CASE IDENTIFIER: ST-B-UAU <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SPARE PARTS PKG B PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 02 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <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>BSTA9N3335D001</td> <td>BXXUUAU</td> <td>L</td> <td>BSTA00</td> <td>2</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>BSTA00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2004</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (BSTA00) CONTRACTOR MUST CONTACT DCMO FOR	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BSTA9N3335D001	BXXUUAU	L	BSTA00	2		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BSTA00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	30-SEP-2004	1	LO	\$ 2,622.00000	\$ 2,622.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	BSTA9N3335D001	BXXUUAU	L	BSTA00	2																														
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
		BSTA00																																	
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	1	30-SEP-2004																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-P-1297 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT. MARK FOR: CONTRACTOR MUST CONTACT DCM AO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT. <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1297/0000 NSN: 0000-00-000-0000 FSCM: 00000 PART NR: LN166R-PRMDS6 SECURITY CLASS: Unclassified				
0003AA	<u>PRODUCTION QUANTITY</u> NOUN: 6 SEATER DOUBLE CAB (RHD) PRON: J547H815EH PRON AMD: 02 ACRN: AC AMS CD: UAU002 CUSTOMER ORDER NO: J54UAU02EHST FMS CASE IDENTIFIER: ST-B-UAU Toyota, Hilux, Double Cabin, 6 Seater, 4 X 4 Trucks, RHD, Model: LN166R-PRMDS6 Truck in accordance with Attachment 03. COLOR: DARK GREEN MICA METALLIC COLOR CODE: 6P2 Two (2) sets of parts and service manuals (PSM). (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE ATTACHMENT #3 PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 03 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>	1	EA	\$ 23,054.00000	\$ 23,054.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-P-1297 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 BSTA9N33239002 BXXUUAU L BSTA00 2</p> <p>PROJ_CD BRK BLK_PT</p> <p>BSTA00</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 30-SEP-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BSTA00) CONTRACTOR MUST CONTACT DCM AO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT.</p> <p>MARK FOR: CONTRACTOR MUST CONTACT DCM AO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1297/0000</p>				
0004	<p>NSN: 0000-00-000-0000</p> <p>FSCM: 00000</p> <p>PART NR: SPARES SEE ATTACH #2</p> <p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SPARES PARTS PKG B</p> <p>PRON: J547H817EH PRON AMD: 02 ACRN: AD</p> <p>AMS CD: UAU004</p> <p>CUSTOMER ORDER NO: J54UAU04EHST</p> <p>FMS CASE IDENTIFIER: ST-B-UAU</p> <p><u>Description/Specs./Work Statement</u></p> <p>PROCUREMENT DOCUMENTATION TITLE: SPARE PARTS PACKAGE B</p> <p>PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p>	1	LO	\$ 2,622.00000	\$ 2,622.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-P-1297 MOD/AMD

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
REL CD 001	<u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> BSTA9N3324D002 BXXUAU L BSTA00 2 <u>PROJ CD</u> <u>BRK BLK PT</u> BSTA00				
DEL REL CD 001	<u>QUANTITY</u> <u>DEL DATE</u> 1 30-SEP-2004				
FOB POINT: Origin	SHIP TO: <u>PARCEL POST ADDRESS</u> (BSTA00) CONTRACTOR MUST CONTACT DCM AO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT.				
MARK FOR: CONTRACTOR MUST CONTACT DCM AO FOR SHIPPING INSTRUCTIONS PRIOR TO SHIPMENT.	<u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1297/0000				

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-04-P-1297

MOD/AMD

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

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

1. VEHICLE DETAILS: See Attachments 001 through 004

1.1 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.

1.2 Inspection & Run Test. At the inspection and acceptance location, the contractor shall conduct an inspection and run-in test of the two Toyota Hilux Trucks. 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.

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.

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.

1.3 The contractor shall include two(2) owners/operator manuals (for each Toyota Hilux Truck).

1.3.1 The 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 will be provided. The parts manual and service manual must be in English. The maintenance instructions must contain a schedule of preventive maintenance for daily, weekly, and yearly intervals.

1.3.2 A DD250 (Material Inspection and Receiving Report) is required for all sets of manuals and can be listed under the respective vehicle CLIN with the vehicle. A separate DD250 is not required. 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: NU-B-UAK.

1.4 The Government shall not accept the Toyota Hilux Trucks, without the owners/parts and service manuals included.

1.5 Warranty Service - St. Lucia

Full Toyota Warranty and After-Sales Service shall be included in the price of the vehicles supplied by Toyota Gibraltar Stockholdings Ltd. (TGS).

A free, pre-delivery inspection (PDI) and the issuing of the Toyota Warranty Booklet, shall be supplied by the local Toyota Distributor. The Distributor will also supply a 1000 Km, service check, free of charge, except for lubricants, fluids or filters used, and shall arrange the application of this Warranty, if necessary.

Unauthorized Traders are NOT approved to offer in-country warranty, and after sales service.

1.7 Payment Terms - Bank Transfer of payment shall be issued within 30 Days, upon receipt of signed Material Inspection and Receiving Report (DD Form 250).

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-04-P-1297

MOD/AMD

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

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	J547H814EH UAU001 J54UAU01EHST	AA	2	9711 X8242ST01X6D1000UAU 001252GSTS20113	4C8JCE	W56HZV \$	21,622.00
0002AA	J547H816EH UAU003 J54UAU03EHST	AB	2	9711 X8242ST01X6D1000UAU 003252GSTS20113	4C8JCC	W56HZV \$	2,622.00
0003AA	J547H815EH UAU002 J54UAU02EHST	AC	2	9711 X8242ST01X6D1000UAU 002252GSTS20113	4C8JCD	W56HZV \$	23,054.00
0004AA	J547H817EH UAU004 J54UAU04EHST	AD	2	9711 X8242ST01X6D1000UAU 004252GSTS20113	4C8JCB	W56HZV \$	2,622.00
						TOTAL	\$ 49,920.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
Army	AA	9711 X8242ST01X6D1000UAU 001252GSTS20113	W56HZV \$	21,622.00
Army	AB	9711 X8242ST01X6D1000UAU 003252GSTS20113	W56HZV \$	2,622.00
Army	AC	9711 X8242ST01X6D1000UAU 002252GSTS20113	W56HZV \$	23,054.00
Army	AD	9711 X8242ST01X6D1000UAU 004252GSTS20113	W56HZV \$	2,622.00
			TOTAL	\$ 49,920.00

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

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PIIN/SIIN W56HZV-04-P-1297

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	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
4	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
5	52.247-29	F.O.B. ORIGIN	JUN/1988
6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
8	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
9	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES 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.

___ (iii) Alternate II 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.

X (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).

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

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

X(14) 52.222-3, Convict Labor (E.O. 11755)

X(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126)

X(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X(17) 52.222-26, Equal Opportunity (E.O. 11246)

___(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___(19) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (20) 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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- ___(21) (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)).
- ___(22) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).
___ (ii) Alternate I of (Jan 2004)52.225-3.
___ (iii) Alternate II of (Jan 2004)52.225-3.
- ___(24) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___X(25) 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).
- ___(26) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(27) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___(29) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___(30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(32) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(33) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(34) (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)

10 252.212-7001 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 (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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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 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,

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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 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

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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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

13 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

14 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

15 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000
(TACOM)

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

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16 52.246-4026 LOCAL ADDRESS FOR DD FORM 250
(TACOM)

JAN/2002

(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]

17 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION
(TACOM)

APR/2000

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]

18 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT
(TACOM)

AUG/2003

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bills of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	VEHICLE DETAILS 3 SEATER		001	
Attachment 002	SPARE PARTS PACKAGE B		002	
Attachment 003	VEHICLE DETAILS 6 SEATER		001	