SOLICITATION/C	ONTRACT/ORDER TO COMPLETE BLOC	FOR COMME	AND 30	1. REQUIRTION WHILEBARDER				PAGE 1 OF	F 88
1. CONTRACT NO. WEIGYE-07-C-0005		FPECTIVE DATE 4		-		-07-R-0001		E SOLIDITATION	
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19. ITEM NO.	20. SCHEDULE	OF SUPPLIES/	SERVICES	21.0	UANTITY	22. UNIT	23. UNIT F	PRICE	24. AMOU
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STATE OF SULLCI	ATOMMODI	FICATION OF CONTRACT		K		1 1 10
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 01-Oct-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJEC	TTNO (If applicable)
ISSUED BY CODE	HTC711	7. ADMINISTERED BY (Mother than item 6)		CO	DB	
Sol SCOTT OR SCOTT AFB IL 62225-6367		See Item 6				
NAME AND ADDRESS OF CONTRACT O	R (No., Street, County,	State and Zip Code)		9A. AMENDM	ent of s	OLICITATION NO
DON GLENN 2100 FRANKFURST AVE BALTIMORE MD 21226-1025				9B. DATED (S		
			X	108. DATED		CT/ORDER NO.
ODE 1POLO	FACILITY COL	R	X	27-Oct-2006	DEE II EN	1 233
		PPLIES TO AMENDMENTS OF SOLIC	IT/	Contraction of the local division of the loc		
The above numbered solicitation is ananded as set i	Statement of the local division of the local	and the second	-	is mended.	is not est	ten ded.
Offer must acknowledge receipt of this amendment p (a) By completing items 8 and 13, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER, they virtue of this provided each telegramor letter makes reference to t	opies of the sound men a reflectace to the solicitation of THE RECEIPT OF OFFERS a amandment you desire to cha	nt; (b) By acknowledging receipt of this unmodumn and amandment numbers. FAILURE OF YOUR At PRIOR TO THE HOUR AND DATE SPECIFIED mass an plike strendy submitted, such changes may be	CKN MA	each copy of the off NOWLEDGMENT Y RESULT IN de by telepace of let	o be	
2. ACCOUNTING AND APPROPRIATION . See Schedule	DATA (If required)					
	The second se	O MODIFICATIONS OF CONTRACTS	100			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10/	SUANT TO: (Specify a	CTAORDER NO. AS DESCRIBED IN ITEL uthority) THE CHANGES SET FORTH I			ADE IN T	НВ
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI C. THIS SUPPLEMENTAL AGREEMENT	RTH IN ITEM 14, PURS	MANT TO THE AUTHORITY OF FAR			r changes i	in paying
D. OTHER (Specify type of modification an AW 52.217-8 Option to Extend Services	d authority)					
IMPORTANT: Contractor is not,	X is required to sign	n this document and return t	cop	ies to the issuing	office.	
I. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: tcostend The purpose of this modification is to extend incorporate an updated w age determination	121927 the term of the contrac	t three months from 1 October 2012 three				
see Continuation Page.						
ept as provided berein, all terms and conditions of the A. NAME AND TITLE OF SIGNER (Type o		A or 10A, as heretolbre changed, remains uschange 16A. NAME AND TITLE OF ON Suzanne M. Mudd-Yan				or print)
Decald Krainan Jr. /(semeral Manay					aberaustransa
(6)(8)	15C. DATE SIGNED	16B UNITED STATES OF AMERIC		1 1	18	C. DATE SIGNED
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(שוצופושה טו וידישיו משוקיושי ש sign)		(Sighture of Contracting Offic	ery	the second day of the		
CEPTION TO SF 30 PROVED BY OIRM 11-84	30	0-105-04		Presc	ibed by G 48 CFR)	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES - 6TH BARGE

The purpose of this bilateral modification is to:

- 1. Revise the PWS to replace the first three lines of paragraph 3.1.1.1 with the following, " The contractor may be required upon notification, to provide additional 35,000 barrel barges for the first option period onward. The Government will notify the contractor within 60 days prior to start of an option period if a fifth and/or a sixth tow must be provided or at a mutually agreed upon date thereafter."
- Add an additional 35,000 barrel barge via CLIN 0003AH for the period of 1 Jan 2010 thru 31 March 2010. The cost for this additional tow will be at the rate of \$342,122.48 per month and will be pro-rated for any part of a month for the period of performance.
- 3. The funding line for Power Track is 97X4930 5CF0 001 22.1 RB10-0116 TRANSPORTATION S33150

POC for this effort is rachel.harris@ustranscom.mil, 618.256.6678

SUMMARY OF CHANGES CONTINUATIO

The purpose of this bilateral modification is to remove Section 5.2 Out-of-Pocket Expenses in its entirety and replace it with the following section 5.2 Out-of-Pocket Expenses as per email dated 23 Apr 2009 from USTC/JA, Warnecke Miller. (additions are **BOLDED**)

5.2 Tolls, Charges and Related Expenses.

The COR will provide a reachable safe berth for the Contractor's equipment at all loading and discharging ports free of dockage, wharfage, pilotage, and fleeting tolls, other port charges, and safe berth related expenses. If such charges or expenses accrue through no fault of the contractor or its employees, the contractor shall initially pay the charges and submit the bill to the Government for reimbursement in conjunction with its next regular monthly invoice. When fleeting or shift boats are required and there is more than one establishment in the area that can provide the service, the Contractor shall use the one which offers the best value to the Government. Best value includes not only price consideration, but also whether the fleeting is in closer proximity to the load port etc. The contractor shall make diligent effort to safely avoid the need for fleeting wherever possible to limit costs to the Government.

POC on this modification is Rachel Harris rachel.harris@ustranscom.mil, 618.256.6678

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Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES 0001

QUANTITY

UNIT Months

UNIT PRICE

AMOUNT \$0.00

Base Yr - Barge Transportation Services FFP

The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS).

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$0.00

ITEM NO 000101

SUPPLIES/SERVICES

QUANTITY

UNIT

Months

UNIT PRICE \$0.00

AMOUNT \$0.00

Deleted FFP

FOB: Destination PURCHASE REQUEST NUMBER: W911LJ62482021 SIGNAL CODE: A SHIP VIA: Barge

	NET AMT	\$0.00
ACRN AA CIN: W911LJ6248202100020001AF		\$0.00

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ITEM NO 0001AA SUPPLIES/SERVICES QUANTITY 12

UNIT UNIT PRICE Months \$288,958.33 AMOUNT \$3,467,499.96

1st 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP

1st 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. FOB: Destination MILSTRIP: W911LJ62482021 PURCHASE REQUEST NUMBER: W911LJ62482021 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,467,499.96

\$3,467,499.96

ACRN AA CIN: W911LJ6248202100020001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
0001AB		12	Months	\$288,958.33	\$3,467,499.96			
	2nd 20,000 to 30,000 bbl 1							
	FFP							
	2nd 20,000 to 30,000 barr							
	at any location as specified in the PWS. Rate does not include fuel.							

FOB: Destination MILSTRIP: W911LJ62482021 PURCHASE REQUEST NUMBER: W911LJ62482021 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,467,499.96 \$3,467,499.96

ACRN AA CIN: W911LJ6248202100020001AB

W81GYE-07-C-0005 P00030 Page 6 of 58

ITEM NO 0001AC

SUPPLIES/SERVICES QUANTITY 12

UNIT PRICE \$288,958.33

UNIT

Months

AMOUNT \$3,467,499.96

3rd 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP

3rd 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel FOB: Destination MILSTRIP: W911LJ62482021 PURCHASE REQUEST NUMBER: W911LJ62482021 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,467,499.96

\$3,467,499.96

ACRN AA CIN: W911LJ6248202100020001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	•	AMOUNT
0001AD		12	Months	\$319,375.00		\$3,832,500.00
	One 35,000 bbl tow, IAW FFP					
	Contractor shall provide of barrels to load fuel, proceer specified in the PWS					
	FOB: Destination MILSTRIP: W911LJ6248					
	PURCHASE REQUEST N		J62482021			
	SIGNAL CODE: A SHIP VIA: Barge					

NET AMT

\$3,832,500.00

\$3,832,500:00

ACRN AA CIN: W911LJ6248202100020001AD

W81GYE-07-C-0005 P00030 Page 7 of 58

AMOUNT
\$3,120,000.00 EST

Out-of-pocket expenses - IAW

SUPPLIES/SERVICES

FFP

Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

UNIT

Lot

QUANTITY

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

FOB: Destination MILSTRIP: W911LJ62482021 PURCHASE REQUEST NUMBER: W911LJ62482021 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

UNIT PRICE

\$3,120,000.00

\$3,120,000.00 (EST.)

\$3,120,000.00

ACRN AA CIN: W911LJ6248202100020001AE

ITEM NO 0002 EXERCISED

SUPPLIES/SERVICES QUANTITY

UNIT Months UNIT PRICE

AMOUNT \$0.00

EXERCISED Option 1 - Barge Transportation Services OPTION FFP

FFP The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS).

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$0.00

ITEM NO 0001AE

W81GYE-07-C-0005 P00030 Page 8 of 58

ITEM NO 0002AA	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$299,071.87	· AMOUNT \$3,588,862.44
EXERCISED OPTION	1st 20,000 to 30,000 bbl t				
	·1st 20,000 to 30,000 barro				
	at any location as specifie FOB: Destination	d in the PWS. Rat	e does not inclu	ide fuel.	
	SIGNAL CODE: A SHIP VIA: Barge				
				NET AMT	\$3,588,862.44
	ACRN AB CIN: 0000	•			\$3,588,862.44
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	SOTTELESISERVICES	12	Months	\$299,071.87	\$3,588,862.44
EXERCISED OPTION	2nd 20,000 to 30,000 bbl t FFP	ow, IAW 3.1.1.			
	2nd 20,000 to 30,000 barre at any location as specified				
	FOB: Destination SIGNAL CODE: A				
	SHIP VIA: Barge				
				· · ·	

 NET AMT

\$3,588,862.44

\$3,588,862.44

W81GYE-07-C-0005 P00030 Page 9 of 58

ITEM NO 0002AC EXERCISED OPTION	514 20,000 10 50,000 001	QUANTITY 12 tow, IAW 3.1.1	UNIT Months	UNIT PRICE \$299,071.87	\$3	AMOUNT 588,862.44
OFTION	FFP 3rd 20,000 to 30,000 barr at any location as specific FOB: Destination SIGNAL CODE: A SHIP VIA: Barge					
	Shir VIA: Darge					
				NET AMT	. \$3,	588,862.44
	ACRN AB CIN: 000000000000000000000000000000000000	000000000000000000000000000000000000000			\$3,	588,862.44
						1.5.59
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002AD EXERCISED OPTION	One 35,000 bbl tow, IAW	12 3.1.1	Months .	\$330,553.13	\$3,5	966,637.56
19	Contractor shall provide on					

barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,966,637.56 \$3,966,637.56

W81GYE-07-C-0005 P00030 Page 10 of 58

ITEM NO 0002AE

SUPPLIES/SERVICES QUANTITY 12

UNIT Months UNIT PRICE \$299,071.87 AMOUNT \$3,588,862.44

OPTION

4th 20,000 to 30,000 bbl tow FFP

Contractor shall provide an additional 20,000 to 30,000 barrel tow to load fuel, proceed to and discharge as required at any location as specified in paragraph 3.1.1.1 of the PWS. FOB: Destination

SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,588,862.44

ITEM NO 0002AF

SUPPLIES/SERVICES QUANTITY

UNIT Lot UNIT PRICE \$2,000,000.00

AMOUNT \$2,000,000.00 EST

Out-of-pocket expenses - IAW

FFP

Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

ESTIMATED COST .

\$2,000,000.00

W81GYE-07-C-0005 P00030 Page 11 of 58

ITEM NO SUPPLIES/SERVICES QUANTITY

UNIT • Months

T · · · UNIT PRICE

AMOUNT \$0.00

0003 EXERCISED OPTION

ED Base Yr - Barge Transportation Services FFP

> The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). FOB: Destination SIGNAL CODE: A

SHIP VIA: Barge

NET AMT

\$0.00

AMOUNT

\$3,714,472.68

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE Months \$309,539.39 0003AA 12 EXERCISED 1st 20,000 to 30,000 bbl tow, IAW 3.1.1 OPTION FFP 1st 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. FOB: Destination

SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,714,472.68

W81GYE-07-C-0005 P00030

ITEM NO 0003AB	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$309,539.39	AMOUNT \$3,714,472.68
EXERCISED OPTION	2nd 20,000 to 30,000 bbl FFP	tow, IAW 3.1.1			
	2nd 20,000 to 30,000 bar at any location as specific				
	FOB: Destination				

SIGNAL CODE: A SHIP VIA: Barge

SUPPLIES/SERVICES

SHIP VIA: Barge

NET AMT

\$3,714,472.68

ITEM NO 0003AC EXERCISED OPTION

12

3rd 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP 3rd 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel FOB: Destination SIGNAL CODE: A

OUANTITY

NET AMT

\$3,714,472.68

UNIT Months

UNIT PRICE \$309,539.39

AMOUNT \$3,714,472.68

٠.

Page 12 of 58

W81GYE-07-C-0005 P00030 Page 13 of 58

ITEM NO SUPPLIES/SERVICES 0003AD EXERCISED One 35,000 bbl tow, IAW 3.1.1 **OPTION**

QUANTITY .12

UNIT Months UNIT PRICE \$342,122.48

AMOUNT \$4,105,469.76

FFP

Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$4,105,469.76

ITEM NO 0003AE OPTION

SUPPLIES/SERVICES QUANTITY 12

UNIT Months UNIT PRICE \$309,539.39

AMOUNT \$3,714,472.68

4th 20,000 to 30,000 bbl tow FFP

Contractor shall provide an additional 20,000 to 30,000 barrel tow to load fuel, proceed to and discharge as required at any location as specified in paragraph 3.1.1.1 of the PWS.

FOB: Destination

SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,714,472.68

W81G	YE-07	-C	-0005	
		P	00030	
	Page	14	of 58	

ITEM NO	SUPPLIES/SERVICES	QUANTITY
0003AF		1
EXERCISED	Out-of-pocket expenses -]	IAW

OPTION

FFP . Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

UNIT

Lot

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

UNIT PRICE

\$3,120,000.00

\$3,120,000.00 (EST.)

ITEM NO 0003AG

SUPPLIES/SERVICES QUANTITY 5

UNIT Months UNIT PRICE \$342,122.48 AMOUNT \$1,710,612.40

One 35,000 bbl tow, IAW 3.1.1

FFP

CLIN 0003AG replaces 0003AE. Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS FOB: Destination SHIP VIA: Barge

NET AMT

\$1,710,612.40

AMOUNT \$3,120,000.00 EST

W81GYE-07-C-0005 P00030 Page 15 of 58

ITEM NO 0003AH

SUPPLIES/SERVICES QUANTITY 3

UNIT Months UNIT PRICE \$342,122.48

AMOUNT \$1,026,367.44

One 35,000 bbl tow, IAW 3.1.1 FFP

6th Tow: Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS FOB: Destination SHIP VIA: Barge

NET AMT

\$1,026,367.44

ITEM NO 0004

SUPPLIES/SERVICES QUANTITY

OPTION

UNIT Months

AMOUNT \$0.00

Option 3 - Barge Transportation Services FFP

The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). FOB: Destination SIGNAL CODE: A .

SHIP VIA: Barge

NET AMT

\$0.00

UNIT PRICE

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ITEM NO SUP 0004AA

SUPPLIES/SERVICES QUANTITY 12

UNIT Months UNIT PRICE \$320,373.27 AMOUNT \$3,844,479.24

1st 20,000 to 30,000 bbl tow, IAW 3.1.1

FFP

1st 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,844,479.24

ITEM NC 0004AB	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	· UNIT PRICE \$320,373.27	AMOUNT \$3,844,479.24
	2nd 20,000 to 30,000 bbl	tow, IAW 3.1.1	•		
	2nd 20,000 to 30,000 barr at any location as specified FOB: Destination				
	SIGNAL CODE: A				

SHIP VIA: Barge

NET AMT

\$3,844,479.24

W81GYE-07-C-0005 P00030 Page 17 of 58

0004AC

ITEM NO SUPPLIES/SERVICES OUANTITY 12

UNIT Months UNIT PRICE \$320,373.27

AMOUNT \$3,844,479.24

3rd 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP

3rd 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,844,479.24

ITEM NO 0004AD

SUPPLIES/SERVICES **OUANTITY**

12

UNIT PRICE \$354,096.77

AMOUNT \$4,249,161.24

One 35,000 bbl tow, IAW 3.1.1

FFP Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

UNIT

Months

NET AMT

\$4,249,161.24

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ITEM NO 0004AE

SUPPLIES/SERVICES QUANTITY

UNIT Months UNIT PRICE \$320,373.27 AMOUNT \$0.00

4th 20,000 to 30,000 bbl tow

FFP

Contractor shall provide an additional 20,000 to 30,000 barrel tow to load fuel, proceed to and discharge as required at any location as specified in paragraph 3.1.1.1 of the PWS. FOB: Destination SIGNAL CODE: A

SHIP VIA: Barge

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		1	Dollars,	\$4,120,000.00	\$4,120,000.00 EST
			U.S.		

Out-of-pocket expenses - IAW

FFP

Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$4,120,000.00 (EST.)

W81GYE-07-C-0005 P00030 Page 19 of 58

ITEM NO 0004AG

SUPPLIES/SERVICES QUANTITY

UNIT Months UNIT PRICE \$354,096.77

AMOUNT \$3,186,870.93

One 35,000 bbl tow, IAW 3.1.1.1

FFP

Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS. Is the 6th Barge IAW PWS 3.1.1.1. FOB: Destination SIGNAL CODE: A

NET AMT

\$3,186,870.93

· ITEM NO 0005

OPTION

SUPPLIES/SERVICES QUANTITY

UNIT Months

UNIT PRICE

AMOUNT , \$0.00

Base **Yr** - Barge Transportation Services **FFP**

The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$0.00

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ITEM NO 0005AA	SUPPLIES/SERVICES	QUANTITY 12	· UNIT Months	• UNIT PRICE \$331,586.33	AMOUNT \$3,979,035.96
EXERCISED	1st 20,000 to 30,000 bbl t	ow, IAW 3.1.1			
	1st 20,000 to 30,000 barre at any location as specified	els tow to load fuel d in the PWS. Rate	, proceed to an does not inclu	d discharge as required ide fuel.	
	FOB: Destination SIGNAL CODE: A				
	SHIP VIA: Barge				

NET AMT

\$3,979,035.96

- 14

ITEM NO 0005AB	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$331,586.33	AMOUNT \$3,979,035.96
EXERCISED OPTION	2nd 20,000 to 30,000 bbl FFP 2nd 20,000 to 30,000 barr at any location as specified FOB: Destination SIGNAL CODE: A	els tow to load fue	el, proceed to an e does not inclu	d discharge as required de fuel.	

SHIP VIA: Barge

NET AMT

\$3,979,035.96

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
0005AC		12	Months	\$331,586.33	•	\$3,979,035.96	
EXERCISED OPTION	3rd 20,000 to 30,000 bbl t FFP	ow, IAW 3.1.1					
	3rd 20,000 to 30,000 barre	is tow to load fue	l, proceed to an	d discharge as required			
	at any location as specified						1
	FOB: Destination						
	SIGNAL CODE: A						
	SHIP VIA: Barge						

NET AMT

\$3,979,035.96

ITEM NO 0005AD	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$366,490.16	AMOUNT \$4,397,881.92
EXERCISED OPTION	One 35,000 bbl tow, IAW FFP	3.1.1			
	Contractor shall provide or barrels to load fuel, procee specified in the PWS				
	FOB: Destination SIGNAL CODE: A SHIP VIA: Barge				

NET AMT

\$4,397,881.92

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ITEM NO 0005AE	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$0.00	AMOUNT . \$0.00
EXERCISED OPTION	Reserved . FFP				:
	This SLIN has been remov *Original SLIN Info* Con				
	barrel tow to load fuel, pro specified in paragraph 3.1.				
	FOB: Destination SIGNAL CODE: A		1.1		
	SHIP VIA: Barge				

NET AMT

\$0.00

ITEM NO 0005AF EXERCISED OPTION SUPPLIES/SERVICES QUANTITY

TY UNIT Lot UNIT PRICE \$3,400,000.00

AMOUNT \$3,400,000.00 EST

ED Out-of-pocket expenses - IAW FFP

Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

1

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$3,400,000.00 (EST.)

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ITEM NOSUPPLIES/SERVICESQUANTITYUNITUNIT PRICE0005AG8Months\$366,490.16OPTION35,000 bbl tow (5th Bage)55

SHIP VIA: Barge

FFP one additional 35,000 bbl tow IAW Para 3.1.1 to be utilized during the 4th option period. This is the 5th dedicated barge to be added into service from 1 June 2011 through 31 January 2012 (8 Months) at a monthly rate of \$366,490.16. FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$2,931,921.28

AMOUNT

\$2,931,921.28

ITEM NO 0005AH	SUPPLIES/SERVICES	QUANTITY 15	UNIT Days	UNIT PRICE \$11,822.26	AMOUNT \$177,333.90
OPTION	35,000 bbl tow (5th Bage)				
	FFP one additional 35,000 bbl through 31 May 2011 (15	tow IAW Para 3.1	.1 to be utilized ate of \$11,822.	l from 17 May 2011 26 (366,490.16/ 31	
	days).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT

\$177,333.90

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ITEM NO SUPPLIES/SERVICES

QUANTITY UNIT

UNIT PRICE

AMOUNT \$0.00

0006 EXERCISED OPTION

CISED 6 Month Extension N FFP

The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

TOTT DDICE

\$0.00

AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY 6	Months	\$331,586.33	\$1,989,517.98				
EXERCISED	EED								
	1st 20,000 to 30,000 barre at any location as specifie	els tow to load fuel d in the PWS. Rate	l, proceed to and e does not inclu	d discharge as required de fuel.					
	FOB: Destination								

SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$1,989,517.98

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ITEM NO 0006AB	SUPPLIES/SERVICES	QUANTITY 6	UNIT Months	UNIT PRICE \$331,586.33				
EXERCISED	2nd 20,000 to 30,000 bbl FFP	2nd 20,000 to 30,000 bbl tow, IAW 3.1.1						
	2nd 20,000 to 30,000 barr at any location as specified	els tow to load fue d in the PWS. Rate	el, proceed to an e does not inclue	d discharge as required de fuel.				
	FOB: Destination							

SIGNAL CODE: A SHIP VIA: Barge

NET AMT

۰.

\$1,989,517.98

AMOUNT \$1,989,517.98

ITEM NO 0006AC	SUPPLIES/SERVICES	QUANTITY 6	UNIT Months	UNIT PRICE \$331,586.33	AMOUNT \$1,989,517.98
EXERCISED	3rd 20,000 to 30,000 bbl t FFP 3rd 20,000 to 30,000 barre at any location as specified FOB: Destination SIGNAL CODE: A	els tow to load fue	l, proceed to an e does not inclu	d discharge as required de fuel.	
	SHIP VIA: Barge				

NET AMT

\$1,989,517.98

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUN
0006AD		6	Months	\$366,490.16	\$2,198,940.9
EXERCISED OPTION	One 35,000 bbl tow, IAW FFP	3.1.1			
	Contractor shall provide or	ated capacity of 35,000			
	barrels to load fuel, procee specified in the PWS		-		
	FOB: Destination				
	SIGNAL CODE: A				

SHIP VIA: Barge

3 Month Extension

NET AMT

\$2,198,940.96

AMOUNT

\$0.00

ITEM NO 0007 EXERCISED OPTION

FFP The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). FOB: Destination SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$0.00

QUANTITY UNIT SUPPLIES/SERVICES

UNIT PRICE

NT .96

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ITEM NO 0007AA EXERCISED

SUPPLIES/SERVICES OUANTITY 3

UNIT Months UNIT PRICE \$331,586.33

AMOUNT \$994,758.99

1st 20,000 to 30,000 bbl tow, IAW 3.1.1 OPTION FFP

> 1st 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel.

Period of Performance: October 1, 2012 - December 31, 2012

FOB: Destination PURCHASE REQUEST NUMBER: SC060022579100 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$994,758.99

\$994,758.99

ACRN AC CIN: SC06001300011AA

ITEM NO 0007AB	SUPPLIES/SERVICES	QUANTITY -	UNIT Months	UNIT PRICE \$331,586.33	AMOUNT \$994,758.99	
EXERCISED	2nd 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP 2nd 20,000 to 30,000 horrels tow to load fuel, proceed to and discharge as required					

2nd 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel.

Period of Performance: October 1, 2012 - December 31, 2012

FOB: Destination PURCHASE REQUEST NUMBER: SC060022579100 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$994,758.99

\$994,758.99

ACRN AC CIN: SC06001300011AA

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ITEM NO 0007AC EXERCISED 3rd 20,000 to 30,000 bbl tow, IAW 3.1.1 FFP

SUPPLIES/SERVICES QUANTITY

3

UNIT Months UNIT PRICE \$331,586.33

AMOUNT \$994,758.99

OPTION

3rd 20,000 to 30,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel.

Period of Performance: October 1, 2012 - December 31, 2012

FOB: Destination PURCHASE REQUEST NUMBER: SC060022579100 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$994,758.99 \$994,758.99

ACRN AC CIN: SC06001300011AA

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ITEM NO	SUPPLIES/SERVICES	QU.	ANT	ITY	UNIT	UNIT PRICE
0007AD			3		Months	\$366,490.16
EXERCISED OPTION	One 35,000 bbl tow, IAW FFP	3.1.1				
	G	function of	1			. 1 '

AMÓUNT \$1,099,470.48

Contractor shall provide one tank barge having a total calibrated capacity of 35,000 barrels to load fuel, proceed to and discharge as required at any location as specified in the PWS

Period of Performance: October 1, 2012 - December 31, 2012

FOB: Destination PURCHASE REQUEST NUMBER: SC060022579100 SIGNAL CODE: A SHIP VIA: Barge

NET AMT

\$1,099,470.48

\$1,099,470.48

ACRN AC CIN: SC06001300011AA

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> AMOUNT \$1,316,252.55

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0007AE		1	Lot	\$1,316,252.55
EVEDOIRED	0.0.1.			

EXERCISED OPTION

ED Out-of-pocket expenses FFP

Out-of-pocket expenses - IAW paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS.

Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates of \$50.00 per hour (for the first 8 hours) and \$75.00 per hour thereafter.

Period of Performance: October 1, 2012 - December 31, 2012 FOB: Destination . PURCHASE REQUEST NUMBER: SC060022579100 SIGNAL CODE: A

NET AMT

\$1,316,252.55 \$1,316,252.55

ACRN AC CIN: SC06001300011AA

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 Destination	Government	Destination	Government
000101 Destination	Government	Destination	Government
0001AA Destination	Government	Destination	Government
0001AB Destination	Government	Destination	Government
0001AC Destination	Government	Destination	Government
0001AD Destination	Government	Destination	Government
0001AE Destination	Government	Destination	Government
0002 Destination	Government	Destination	Government
0002AA Destination	Government	Destination	Government
0002AB Destination	Government	Destination	Government
0002AC Destination	Government	' Destination	Government
0002AD Destination	Government	Destination	Government
0002AE Destination	Government	Destination	Government
0002AF Destination	Government	Destination	Government
0003 Destination	Government	Destination	Government
0003AA Destination	Government	Destination	Government

0003AB Destination 0003AC Destination 0003AD Destination 0003AE Destination 0003AF Destination 0003AG Destination 0003AH Destination 0004 Destination 0004AA Destination 0004AB Destination 0004AC Destination 0004AD Destination 0004AE Destination 0004AF Destination 0004AG Destination Destination 0005 0005AA Destination 0005AB Destination 0005AC Destination 0005AD Destination 0005AE Destination 0005AF Destination 0005AG N/A 0005AH N/A N/A 0006 0006AA N/A 0006AB N/A 0006AC N/A 0006AD N/A 0007 N/A 0007AA N/A 0007AB N/A 0007AC N/A 0007AD N/A 0007AE N/A

Government N/A N/A N/A N/A N/A N/A N/A Government Government Government Government Government Government

Destination - Destination Destination Destination Destination Destination Destination Destination Destination Destination N/A N/A

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> Government Government

DELIVERY INFORMATION

CLIN DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001 N/A	N/A	· N/A	N/A
000101 N/A	N/A	N/A	N/A

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			0
0001AA POP 01-APR-2007 TO 31-MAR-2008	N/A	USTRANSCOM-AQ - HTC711 TCAQ 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	HTC711
0001AB POP 01-APR-2007 TO 31-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0001AC POP 01-APR-2007 TO 31-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0001AD POP 01-APR-2007 TO 31-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0001AE POP 01-APR-2007 TO 31-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0002 N/A	N/A	N/A	N/A
0002AA POP 01-APR-2009 TO 31-MAR-2010	N/A	USTRANSCOM-AQ - HTC711 RACHEL M. HARRIS 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6678 FOB: Destination	HTC711
0002AB POP 01-APR-2008 TO 31-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0002AC POP 01-APR-2008 TO 31-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0002AD POP 01-APR-2008 TO 31-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0002AE POP 01-APR-2008 TO 31-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0002AF POP 01-APR-2008 TO 31-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003 N/A	N/A .	. N/A	N/A
0003AA POP 01-APR-2009 TO 31-MAR-2010	N/A	USTRANSCOM-AQ - HTC711 RACHEL M. HARRIS 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6678 FOB: Destination	HTC711
0003AB POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

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0003.	AC POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003/	AD POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
00034	AE POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003 <i>A</i>	AF POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003 <i>A</i>	AG POP 01-NOV-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003A	H POP 01-JAN-2010 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0004	N/A	N/A	N/A	N/A
0004A	A POP 01-APR-2010 TO 31-MAR-2011	N/A	USTRANSCOM-AQ - HTC711 RACHEL M. HARRIS 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6678 FOB: Destination	HTC711
0004A	B POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	НТС711
0004A0	C POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	· HTC711
0004AI	D POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
	POP 01-APR-2010 TO 30-JUN-2010	. N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0004AF	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0004AG	9 POP 01-SEP-2010 TO 28-FEB-2011	N/A	USTRANSCOM-AQ - HTC711 ANTHONY LAUDANO 508 SCOTT DR SCOTT AFB IL 62225-5357 618-220-7083 FOB: Destination	HTC711
0005	N/A	N/A	N/A	N/A

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0005AA	POP 01-APR-2011 TO 31-MAR-2012	N/A	USTRANSCOM-AQ - HTC711 RACHEL M. HARRIS 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6678 FOB: Destination	HTC711
0005AB	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0005AC	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0005AD	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0005AE	POP 01-APR-2011 TO 31-MAR-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0005AF	POP 01-APR-2011 TO 31-MAR-2012	N/A 	USTRANSCOM-AQ - HTC711 RACHEL M. HARRIS 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6678 FOB: Destination	HTC711
0005AG	POP 01-JUN-2011 TO 31-JAN-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0005AH	POP 17-MAY-2011 TO 31-MAY-2011	N/A .	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU
0006	N/A	N/A	N/A	N/A
0006AA	POP 01-APR-2012 TO 30-SEP-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0006AB	POP 01-APR-2012 TO - 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU
0006AC	POP 01-APR-2012 TO 30-SEP-2012	N/A .	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU

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0006AD	POP 01-APR-2012 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU
0007	N/A	N/A	N/A	N/A
	POP 01-OCT-2012 TO 31-DEC-2012	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE . IL FOB: Destination	SEESCHE D
	POP 01-OCT-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEESCHE D
	POP 01-OCT-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEESCHE D
	POP 01-OCT-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEESCHE D
	POP 01-OCT-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEESCHE D

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CF0 001 22.1 RB07-0116 TRANSPORTATION S33150 AMOUNT: \$17,354,999.88 CIN W911LJ6248202100020001AA: \$3,467,499.96 CIN W911LJ6248202100020001AB: \$3,467,499.96 CIN W911LJ6248202100020001AC: \$3,467,499.96 CIN W911LJ6248202100020001AD: \$3,832,500.00 CIN W911LJ6248202100020001AE: \$3,120,000.00 CIN W911LJ6248202100020001AF: \$0.00

AC: 97X4930 SCFX 2034608 001 2210 2000T0005 SC06001300011 AMOUNT: \$5,400,000.00 CIN SC06001300011AA: \$5,400,000.00

CLAUSES INCORPORATED BY REFERENCE

52.203-12

Limitation On Payments To Influence Certain Federal Transactions **SEP 2005**

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000	
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2007	
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999	
52.247-5	Familiarization With Conditions	APR 1984	
52.247-6	Financial Statement	APR 1984	
52.247-12	Supervision, Labor, or Materials	APR 1984	
52.247-22	Contractor Liability for Loss of and/or Damage to Freight	APR 1984	
	Other Than Household Goods		
252.201-7000	Contracting Officer's Representative	DEC 1991	
252.203-7002	Display Of DOD Hotline Poster	DEC 1991	
252.204-7000	Disclosure Of Information	DEC 1991	
252,204-7001	Commercial And Government Entity (CAGE) Code ReportingAUG 1999		
252.204-7003	Control Of Government Personnel Work Product	APR 1992	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By DEC 2006 The Government of a Terrorist Country		
252.212-7000	Offeror Representations and Certifications- Commercial Items JUN 2005		
252.243-7001	Pricing Of Contract Modifications	DEC 1991	
252.243-7002	Requests for Equitable Adjustment	MAR 1998	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008	

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the

offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

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___ (iii) Alternate II (MAR 2004) of 52.219-7.

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

X (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

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

____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

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

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

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

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

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

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

(23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_____(24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169). ____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X_(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

(27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X___(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm- fixed-price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within or at any time prior to expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contracts current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 483211 (insert NAICS code).

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ______.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is serviceconnected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern ---

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Military Surface Deployment Distribution Command (SDDC), 200 Stovall Street, Room 12S45, ATTN: John A. Culmer, Alexandria, Virginia 22332-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52,247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by **paragraph** identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil http://www.arnet.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil http://www.arnet.gov/far

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(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.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) X_252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

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

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

(4) ____ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ____ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ____ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) _____ Alternate I (OCT 2006) of 252.225-7036.

(13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

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

(ii) Alternate I (MAR 2000) of 252,247-7023.

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(iii) _____ Alternate II (MAR 2000) of 252.247-7023.

(iv) Alternate III (MAY 2002) of 252.247-7023.

(21) _____252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5352,201-9101 OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of <u>OMB Circular A-76</u> competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Michael R. Jackson, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: Michael.jackson@scott.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Diane C. Koplewski Director Division of Wage Determinations U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

> Wage Determination No.: 2010-0205 Revision No.: 4 Date of Last Revision: 06/13/2012

Nationwide: Applicble on the East, Gulf, West Coasts and Hawaii.

Licensed Marine Engineers see Wage Determination 2010-0116 Unlicensed Employees see Wage Determination 2010-0147 Masters, Mates and Pilots see Wage Determination 2010-0148

Fringe Benefits Required Follow the Occupational Listing

Employed on contract for special projects vessels, tugboats and other coastal vessels.

OCCUPATION CODE - TITLE

FOOTNOTE RATE

47080 - General Vessel Assistant (not set) - Captain, Harbor Tug (not set) - Deckhand, Harbor Tug (not set) - Engineer, Harbor Tug 151 .23 Daily 229 .88 Daily 144 .07 Daily 192 .53 Daily

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

****** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ******

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations bother harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.

52.212-4 ADDENDUM

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (SEP 2005)

a. Pursuant to FAR 12.302, the Contracting Officer has tailored the clause at FAR 52.212-4 in order to adapt to the market conditions of this acquisition. The following specific paragraph has been tailored to elaborate, delete and/or modify the terms and conditions required for performance under this contract.

(1) Para (c) Changes. Paragraph (c) is changed to read as follows:

(c) Changes. Changes in the terms and conditions, and requirements of this contract may be made unilaterally, and only by the Contracting Officer

b. The following are hereby incorporated as part of the terms and conditions:

P00001 CONTRACT TRANSFER:

Full Procurement and Administrative authority for subject contract is hereby transferred to :

US TRANSPORTATION COMMAND ACQUISITION/TCAQ 508 SCOTT DRIVE – BLD 1961 SCOTT AFB IL 62225-5357

Contracting Officer Ms. Marie Pendergast Phone: (618) 256.6689 Email: marie.pendergast@ustranscom.mil

Contract Specialist Ms. Rachel Harris DSN (618) 256.6678 Email: rachel.harris@ustranscom.mil

WAGE DETERMINATION NO1994-0196

WD 94-0196 (Rev20 Vessels) was first posted	WAS REPLACED 06/03/2008 ***********************************
REGISTER OF WAGE DE	TERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR BENELOYMENT STANDARDS ADMINISTRATION
By direction of the	Secretary of Labor	WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
William W. Gross Director	Division of Wage Determinations	Wage Determination No: 1994-0196 Revision No: 20 Date Of Revision: 11/26/2007

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Nationwide: Applicable on the East, Gulf, and West coasts, and Hawaii.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for special projects vessels, tugboats and other coastal vessels.

OCCUPATION RATE	CODE - TITLE	MINIMUM WAGE
(not set) Daily	- Captain, Harbor Tug	224.93
(not set) Daily	- Deckhand, Harbor Tug	. 140.97
(not set) Daily	- Engineer, Harbor Tug	188.39
47010 Daily	- Boatswain	236.50
47042 Daily	- Able Seaman, Maintenance	177.80
47043 Daily	- Able Seaman, Day/Deck Utility	159.29
47044 Daily	- Ordinary Seaman	124.48
47101 Daily	- Chief Blectrician	253.05
47102 Daily	- Electrician/Second Electrician	232.12
47130 Daily	- Engine Utilityman	183.86
47190 Daily	· - Oiler/Diesel Oiler	. 183.86
47280 Department	- Unlicensed Junior Engineer/Qualified Member of 203.19 Daily	the Engine
47310 Daily	- Wiper	147.97
47340 Daily	- Chief Steward	212.29
47341. Daily	- Chief Cook	185.91
47400 Daily	- Steward Assistant	123.52
47490 Daily	- General Vessel Assistant	147.97

The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standard Act. (See CFR, Part 541.)

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave,

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pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay

in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by

an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance

is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67

cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other

personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract,

by the contractor, by law, or by the nature of the work, there is no requirement

that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes,

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prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective

bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under

section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job

descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or

fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

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that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ** Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations bother harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of

all machinery, both main and auxiliary and electrical and other mechanical gear

aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.

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47080 - General Vessel Assistant		15 1 .23 Daily
(not set) - Captain, Harbor Tug		22 9 .88 Daily
(not set) - Deckhand, Harbor Tug		14 .07 Daily
(not set) - Engineer, Harbor Tug	1111	¹⁹ .53 Daily

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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