SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
IQC10258009012	15

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
SPM8EC12D0005	2012 AUG 08		SPM8EC11R0001	08/01/2011

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	MICHELLE GRAZIANO	(215) 737-7278	08/30/11

9. ISSUED BY CODE SPM8E1

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN)
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5096

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8 (A)

NAICS: 333924
SIZE STANDARD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS [redacted]

[X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: TO BE SHOWN ON EA ORDER

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE
TO BE SHOWN ON EACH ORDER

16. ADMINISTERED BY CODE S1103A
DCMA ATLANTA - 2300 LAKE PARK DRIVE - SUITE 300 - SMYRNA, GA 30080

17a. CONTRACTOR/ OFFEROR CODE 4TVG2 FACILITY CODE
TUG TECHNOLOGIES CORPORATION
PO BOX 3028
KENNESAW, GA 30156-9118

TELEPHONE NO. (770) 422-7230

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE SL4701
DFAS BVD (SL4701)
PO BOX 369031
COLUMBUS, OH 43236-9031

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 15 OF THIS CONTRACT				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
TO BE SHOWN ON EACH ORDER

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
633,000,000 (ESTIMATE)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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

[X] 29. AWARD OF CONTRACT: REF. TUG TECH OFFER DATED 08/26/2011. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: MHE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Louis Cooker

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Micahael J. Klaes CFO	07Aug2012	Louis Cooker	8/8/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

Tug Technologies Corporation

1) CONTRACT AWARD

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0001, as amended by Amendments 0001, 0002, 0003, and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Material Handling Equipment (MHE).

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0001, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. Amendments 0001, 0002 and 0003 acknowledged by Tug Technologies Corporation on 03/15/12 and received by DLA Troop Support on 03/15/12 and 03/19/12 are hereby made part of the contract.

d. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs. The contractor was advised via telephone conversation on 03/15/12 of the change.

e. The product base list unit prices set forth in the contractor's proposal dated 8/26/11 and the final proposal discounts dated 06/06/12 are applicable to the items specified in this contract and are shown on page 15 of this contract.

The attachments/optional features (options) for all items are discounted at [redacted] off the contractor's published price list.

The proposed product base list unit prices are from Tug' [redacted] Commercial Price List.

f. CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.

A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 7 of this contract.

2) CONTRACT PERIOD

Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders by DLA Troop Support. The ordering period shall commence on the date of award/contract and shall continue for five (5) calendar years after the effective date of the award/contract.

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract ($633,000,000.00) is the estimated value of the five (5) year contract of all the Material Handling Equipment contracts to be awarded under SPM8EC-11-R-0001. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is $925,000,000.00.

3) DELIVERY ORDER LIMITATIONS

(a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) **Maximum Order:** The Contractor is not obligated to honor -

(1) Any order for a single item is excess of $100,000,000.00

(2) Any order for a combination of items in excess of $100,000,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

(c)The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

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

4) CONTRACT UNIT PRICES

(a)The product base list unit prices set forth in the contractor's proposal dated 8/26/11 and the final proposal discounts dated 06/06/12 are applicable to the items specified in this contract and are shown on page 15 of this contract. The attachments/optional features (options) for all items are discounted at [redacted] off the contractor's published price list.

(b) Additions to the above items. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract item shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

a. **Terms.** Payment terms are [redacted]

b. Prompt Payment Procedures apply.

c. **Remittance Address:** The Contractor's remittance address is as follows:
Tug Technologies Corporation
P.O. BOX 3028
Kennesaw, GA 30156-9118

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) in Atlanta, GA.

ADDENDUM TO FAR 52.212-4

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery
With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on page 15 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement for a particular delivery order.

(b) F.O.B. Point

[ ] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin.

[X] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

[X] (1) Items will be manufactured at the following locations:

ITEM NO.	PLANT NAME AND ADDRESS
01 thru 21	[redacted]

[ ] (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:

(b) Place of Packaging, Packing and Marking:

[X] (1) Same as shown in a(1) above.

[ ] (2) As shown below:

(c) Place of Government Inspection:

[X] (1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

ITEM NO	PLANT NAME AND ADDRESS	GOVERNMENT INSPECTION OFFICE
01 thru 21	[redacted]	DCMA Atlanta

[ ] (2) Packaging, Packing and Marking inspection (if other than c(1) above) will be made at the following location:

ITEM NO.	PLANT NAME AND ADDRESS	GOVERNMENT INSPECTION OFFICE

[ ] (3) At destination

(d) Place of Acceptance:

[X] (1) At the plant shown and by the Government Inspection Office shown in c(1) above.

[ ] (2) At the plant shown and by the Government Inspection Office shown in c(2) above.

[ ] (3) At destination by the receiving authority.

(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

[ ] (1) Same as shown in a(1) above.

[ ] (2) As shown below:

NOTE: Any change to the above Place of Performance must be approved in writing by the Contracting Officer.

Warranty
The proposed Tug Technologies Corporation Aircraft Ground Support Equipment Warranty Policy Statement is acceptable to DLA Troop Support and hereby incorporated into the contract. All items in Tug Technologies Corporation's proposal are covered by warranty.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JULY 2012)

(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) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g))

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g))

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 shall check as appropriate.]

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

__X__ **(2) 52.203-13**, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

___ **(3) 52.203-15**, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111- 5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__X__ **(4) 52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub L. 109-282) (31 U.S.C. 6101 note).

___ **(5) 52.204-11**, American Recovery and Reinvestment Act - Reporting Requirements (JUL 2010) (Pub. L. 111-5). Applies to contracts funded under the Act.

__X__ **(6) 52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or

Proposed for Debarment (DEC 2010) (31U.S.C. 6101 note).

_X_ (7) **52.209-9,** Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

_X_ (8) **52.209-10,** Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub.L. 110-61)

___ (9) **52.219-3**, Notice of Total HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

_X_ (10) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)

___ (11) [Reserved]

___ (12) (i) **52.219-6,** Notice of Total Small Business Set-Aside NOV 2011) (15U.S.C.644).

___ (ii) Alternate I (NOV 2011)

___ (iii) Alternate II (NOV 2011)

__ (13) (i) **52.219-7,** Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

_X_ (14) **52.219-8**, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).

_X_ (15) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal;generally, this Alternate should be included.*
Add Alternate III for actions not reported in FPDS.]

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

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

___ (iv) Alternate III (JULY 2010) of 52.219-9.

___ (16) **52.219-13,** Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r))

___ (17) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_X_ (18) **52.219-16**, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[Paragraph 19 is not applicable to DoD contracts and has been deleted. Paragraphs 20 and 21 are not applicable to DoD contracts at this time.]

___ (20) **52.219-25,** Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) **52.219-26,** Small Disadvantaged Business Participation Program

– Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ **(22) 52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f)

_X_ **(23) 52.219-28,** Post Award Small Business Program Rerepresentation (APRIL 2012) (15 U.S.C. 632(a)(2)).

___ **(24) 52.219-29,** Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)

___ **(25) 52.219-30,** Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012)

_X_ **(26) 52.222-3,** Convict Labor (JUNE 2003) (E.O. 11755).

_X_ **(27) 52.222-19,** Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

_X_ **(28) 52.222-21,** Prohibition of Segregated Facilities (FEB 1999).

_X_ **(29) 52.222-26,** Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ **(30) 52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ **(31) 52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ **(32) 52.222-37**, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ **(33) 52.222-40.** Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)

___ **(34) 52.222-54**, Employment Eligibility Verification (JUL 2012) (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ **(35)(i) 52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

___ **(36) 52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ **(37) (i) 52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

(ii) Alternate I (DEC 2007) of 52.223-16

_X_ **(38) 52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011)(E.O. 13513)

[Paragraphs (39) - (41) are not applicable to DoD contracts and have been deleted.]

_X_ **(42) 52.225-13**, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office

of Foreign Assets Control of the Department of the Treasury).

____ **(43) 52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)

____ **(44) 52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

___ **(45) 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).

___ **(46) 52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).

X **(47)52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ **(48) 52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)

___ **(49)52.232-36**, Payment by Third Party (FEB 2010)(31 U.S.C. 3332.)

___ **(50) 52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

[Paragraph (51) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the 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 (NOV 2007) (41 U.S.C. 351, et seq.).

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

___ **(3) 52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ **(5) 52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, *et. seq.*).

___ **(6) 52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

___ **(7) 52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)

___ **(8) 52.237-11**, Accepting and Dispensing of $1 Coin (SEPT 2008) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified

acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

(ii) **52.219-8,** Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds $650,000 ($1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212);

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010)(29U.S.C.793);

(vii) **52.222-40,** Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flowdown required in accordance with Paragraph (f) of FAR 52.222-40.

(viii) **52.222-41,** Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351,*et seq.)*

(ix) **52.222-50**, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C 7104 (g))

(x) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C.351, *et.seq.*)

(xi) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

(xii) **52.222-54**, Employment Eligibility Verification (JUL 2012)

(xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(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.

[If the acquisition uses American Recovery and Reinvestment Act funds, ALT II (OCT 2010) of FAR 52.212-5 applies.]

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUNE 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the 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 DFARS 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_ **252.203-7000,** Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)

(2) _X_ **252. 203-7003,** Agency Office of the Inspector General (Apr 2012) (Section 6101 of Pub.L. 110-252, 41 U.S.C. 3509 note)

(3) _X_ **252.205-7000,** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

(4) _X_ **252.219-7003,** Small Business Subcontracting Plan (DoD Contracts) (June 2012) (15 U.S.C. 637)

(5) ___ **252.219-7004,** Small Business Subcontracting Plan (Test Program) (Jan 2011)(15 U.S.C. 637 note)

(6) (i)___ **252.225-7001,** Buy American and Balance of Payment Program (June 2012)(41 U.S.C. Chapter 83, E.O. 10582)

(ii)___ Alternate I (Oct 2011) of 252.225-7001

(7) ___ **252.225-7008,** Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b)

(8) ___ **252.225-7009,** Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b)
(9) ___**252.225-7012,** Preference for Certain Domestic Commodities (June 2010) (10 U. S. C. 2533a)
(10) ___ **252.225-7015,** Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
(11) ___**252.225-7016,** Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
(12) ___ **252.225-7017,** Photovoltaic Devices (May 2012) (Section 846 of Pub. L. 111-38)
(13) (i)_X__**252.225-7021,** Trade Agreements (June 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
(ii) ___ Alternate I (Oct 2011) of 252.225-7021
(iii) ___ Alternate II (Oct 2011) of 252.225-7021
(14) ___**252.225-7027,** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C.2779) (Insert_____ in paragraph (b)(1))
(15) _X__**252.225-7028,** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
(16)(i) ___**252.225-7036,** Buy American--Free Trade Agreements--Balance of Payments Program (June 2012) (41 U.S.C.Chapter 83 and 19 U.S.C. 3301 note)
(ii) ___ Alternate I (June 2012) of 252.225-7036
(iii) ___ Alternate II (June 2012) of 252.225-7036
(iv) _____ Alternate III (June 2012) of 252.225-7036
(v) _____ Alternate IV (June 2012) of 252.225-7036
(vi) _____ Alternate V (June 2012) of 252.225-7036
(17) ___**252.225-7038,** Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
(18) ___ **252.225-7039,** Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub.L 110-181, as amended by Section 853 of Pub.L. 10-417 and Sections 831 and 832 of Pub.L.111-383)
(19) _X__**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).
(20) __ **252.227-7013,** Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a))
(21) _X__**252.227-7015,** Technical Data -- Commercial Items (Dec 2011)(10 U.S.C. 2320).
(22) _X_**252.227-7037,** Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)
(23) _X__**252.232-7003,** Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)
(24) ___ **252.237-7010,** Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub. L. 111-84)

(25) ___**252.237-7019,** Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
(26) _X_**252.243-7002,** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).
(27) ___**252.246-7004,** Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct 2010) (Section 807 of Public Law 111-84)
(28) ___ **252.247-7003,** Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110- 417)
(29)(i) _X_**252.247-7023,** Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).
(ii) ___ Alternate I (Mar 2000) of 252.247-7023.
(iii) ___ Alternate II (Mar 2000) of 252.247-7023.
(iv) ___Alternate III (May 2002) of 252.247-7023.
(30) ___**252.247-7024,** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).
(31) ___ **252.247-7027**, Riding Gang Member Requirements (Oct 2011) (Section 3504 of Pub. L. 110-417).

(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 (Federal Acquisition Regulation 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) **252.225-7039,** Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub.L. 110-181, as amended by Section 853 of Pub.L. 110-417 and Sections 831 and 832 of Pub.L. 111-383)
(2) **252.227-7013,** Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a)
(3) **252.227-7015,** Technical Data - Commercial Items (Dec 2011), if applicable (see 227.7102-4(a)
(4) **252.227-7037,** Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)
(5) **252.237-7010,** Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub L. 111-84)
(6) **252.237-7019,** Training for Contractor Personnel Interacting with Detainees (Sep
2006)
(Section 1092 of Pub. L. 108-375).
(7) **252.247-7003,** Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)
(8) **252.247-7023,** Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
(9) **252.247-7024,** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

ITEM#	Description of Item	Tug Cage Code: 4TVG2 Make/Model Number	Price List Page#	Base List Price	Gov. Disc%	GOVERNMNET DISCOUNT PRICE	Delivery (days after award)
1	Compact Electric Cargo and Baggage Conveyor	440E					
2	Gasoline/LP Cargo and Baggage Conveyor	660-27					
3	Deutz Diesel Cargo and Baggage Conveyor	660-34					
4	Kubota Diesel Cargo and Baggage Conveyor	660-36					
5	Electric Cargo and Baggage Conveyor	660E					
6	Cummins Diesel/Electric 25 Ton Air Conditioner	AC25D					
7	Deutz Diesel/Electric 150 Ton Air Conditioner - Trailer Mount	ACU500D					
8	Diesel Mount Heavy Cargo and Aircraft Tow Tractor	GT-35					
9	Deutz Diesel Heavy Cargo and Aircraft Tow Tractor	GT-50					
10	Deutz Diesel Super Heavy Cargo and Aircraft Tow Tractor	GT-110					
11	Low Profile Gasoline/LP Warehouse and Aircraft Tow Tractor	M1A-27					
12	Low Profile Deutz Diesel Warehouse and Aircraft Tow Tractor	M1A-34					
13	Gasoline/LP Warehouse and Aircraft Tow Tractor	MA-27					
14	Deutz Diesel Warehouse and Aircraft Tow Tractor	MA-34					
15	Kubota Diesel Warehouse and Aircraft Tow Tractor	MA-36					
16	Deutz Diesel High Speed Warehouse and Utility Tow Tractor	MH-34					
17	Kubota Diesel Warehouse and Aircraft Tow Tractor	MR-8					
18	Kubota Turbo Diesel Warehouse and Aircraft Tow Tractor	MR10-36T					
19	Deutz Turbo Diesel Warehouse and Aircraft Tow Tractor	MT12-34					
20	Electric Warehouse and Aircraft Tow Tractor	MZ					
21	Super Heavy Cargo and Aircraft Tow Tractor (Export Controlled)	U-30					