AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶ Rating DOA3

2. Contract (Proc. Inst. Ident) No.
DAAE07-01-D-T026

3. Effective Date
2001MAY25

4. Requisition/Purchase Request/Project No.
SEE SCHEDULE

5. Issued By — Code W56HZV
TACOM
AMSTA-LC-CJEB
MARCIA CZAR (810)574-6278
WARREN, MICHIGAN 48397-5000

HTTP://CONTRACTING.TACOM.ARMY.MIL

e-mail address: CZARM@TACOM.ARMY.MIL

6. Administered By (If Other Than Item 5) — Code S2303A
DCM GRAND RAPIDS
RIVERVIEW CENTER BLDG
678 FRONT ST., NW
GRAND RAPIDS, MI 49504-5352

SCD A PAS NONE ADP PT SC1012

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)
LAKE SHORE INC
900 W BREITUNG AVE
P O BOX 809
IRON MOUNTAIN MI 49801-0809

TYPE BUSINESS: Other Small Business Performing in U.S.

Code 34712 Facility Code

8. Delivery
☐ FOB Origin ☒ Other (See Below) SEE SCHEDULE

9. Discount For Prompt Payment

10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: ▶ Item 12

11. Ship To/Mark For — Code
SEE SCHEDULE

12. Payment Will Be Made By — Code SC1032
DFAS-COLUMBUS CENTER
DFAS-CO/MINUTEMAN DIVISION
P.O. BOX 182266
COLUMBUS OH 43218-2266

13. Authority For Using Other Than Full And Open Competition:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. Accounting And Appropriation Data

15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				

Contract Expiration Date: 2006APR30

15G. Total Amount Of Contract ▶ $0.00

16. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. ☐ Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ Award (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE0700RT019 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name And Title Of Signer (Type Or Print)

20A. Name Of Contracting Officer
LAWRENCE R. ELLENA
ELLENAL@TACOM.ARMY.MIL (810)574-6952

19B. Name of Contractor
By _____
(Signature of person authorized to sign)

19c. Date Signed

20B. United States Of America
By /SIGNED/
(Signature of Contracting Officer)

20C. Date Signed

SECTION A - SUPPLEMENTAL INFORMATION

DAAE07-01-D-T026

ACCEPTANCE APPENDIX

The Contractor is responsible to satisfy all requirements of the Statement of Work and Performance Specification. In addition, and consistent with the Contractor's technical proposal as submitted to the Government, the Contractor shall provide the following:

1. The new exhaust system muffler is composed of composite materials and shall be incorporated into the propulsion module design.

2. Amendments 0001 through 0008 changes have been incorporated in this contract document.

3. Reference CLINs 0011, 0012, 0013, 0021, 0022, 0023, 0031, 0032, 0033, 0041, 0042 and 0043, have revised non-recurring cost language.

4. Reference clauses F-8 and F-9, "Revised Delivery Schedule" and "Accelerated Delivery Schedule for First Article Waiver".*

5. Reference Clause H.26 Non-Recurring Cost Clause. The Government added revised language for non-recurring cost in Section B, this clause defines the requirements.

6. Reference Clause H.27 "Restriction on Acquisition of Foreign Anchor and Mooring Chain" (Dec 1991). This clause is added as a new requirement for welded shipboard anchor and mooring chains.

7. Attachment 001, Detailed Purchase Description for the Modular Causeway Systems, dated April 04, 2001 has been revised, and is attached to this Contract.

8. An Environmental Plan is in place, dated June 28, 1999, and will be maintained by the Contractor. It shall be available for Government Inspection upon request.

9. CDRLs A001, A002, A003, A004, A028 and A033 have been revised for office symbols and e-mail addresses.

10. While the Contractor is responsible to satisfy all requirements of the Statement of Work and performance Specification, any change to the above shall only be authorized via the bilateral agreement of the parties.

*The required delivery for the CF, WT, and modules has been changed.

*** END OF NARRATIVE A 001 ***

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

Amendment Number	Date

[End of Clause]

	Regulatory Cite	Title	Date
A-1	52.204-4006 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

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

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

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

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

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

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

[End of Clause]

A-2	52.204-4007 (TACOM)	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE	JUL/1999

This solicitation contains a Section H and a Section L provision concerning TACOM's use of Electronic Commerce, which includes Electronic Data Interchange (EDI) and the Worldwide Web (WWW), in issuing awards, contract modifications and delivery orders. The selected offeror is required to register with DoD Central Contractor Registration (CCR) and will receive an electronic Notice of Award/Modification via e-mail. All awards, modifications, and delivery orders are posted on the TACOM Business Opportunities Webpages. The contractor will have the option of downloading the award from the WWW or receiving it through EDI.

A-3 52.214-4003 (TACOM) ALL OR NONE MAR/1998

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-4 52.215-4854 (TACOM) PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST APR/1999

TACOM DOES NOT ACCEPT PAPER RESPONSES/OFFERS ANY LONGER. WE WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

A-5 52.242-4021 (TACOM) NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION JUL/1999

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

A-6 52.247-4020 (TACOM) NOTICE -- FAR FOB ORIGIN CLAUSE FEB/1998

(a). Please carefully review the FAR FOB Origin clause (52.247-29) in this solicitation.

(b) Paragraph (c) of that clause requires you to perform all the tasks required under the clause at the plant(s) where the supplies will be finally inspected and accepted.

(c) If facilities for shipment by carrier's equipment aren't available at your plant(s), the clause (with some restrictions) allows you to perform the required tasks FOB at the closest location where you can ship by the carrier's equipment.

(d) If you don't comply with the requirements of paragraph (c) of the FAR FOB Origin clause, then:

(1) your bid under a sealed bid acquisition will be non-responsive; or:

(2) your offer under a negotiated acquisition may be rejected.

***

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:				
	THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE PROGRAM YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST PROGRAM YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND PROGRAM YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD PROGRAM YEAR, ETC. IF THERE IS A FAT REQUIRED, THIS ITEM NUMBER WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM e.g. 0014 (3 YEAR LONG TERM CONTRACT).				
	CLIN 6000-6003 is for the Technical Manual requirement. CLIN 7000 is for the Training requirement.				
	THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:				
	BASE PROGRAM YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 546 DAYS.				
	FIRST OPTION PERIOD OF THE CONTRACT IS 547 DAYS THROUGH 911 DAYS AFTER CONTRACT AWARD.				
	SECOND OPTION PERIOD OF THE CONTRACT IS 912 DAYS THROUGH 1,276 DAYS AFTER CONTRACT AWARD.				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE PROGRAM YEAR IN WHICH THE ORDER IS ISSUED AS DISCOUNTED BY H.24, DISCOUNT ORDERING PROVISION. THE DELIVERY DATE DOES NOT DETERMINE THE PROGRAM YEAR.				
	**********ELECTRONIC OFFER NOTIFICATION**********				
	OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH PROVISION ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850, SECTION L).				
	**********				
	OFFERORS ARE REMINDED TO FILL-IN THE CHART AT H.24, DISCOUNT ORDERING PROVISION, AND SUBMIT THE CHART WITH YOUR PROPOSAL.				
	**********				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This acquisition is for the Modular Causeway System (MCS). The MCS is comprised of four (4) SYSTEMS: Roll-On/Roll-Off Discharge Facility (RRDF), Causeway Ferry (CF), Floating Causeway (FC) and Warping Tug (WT). The MCS shall be manufactured in accordance with Purchase Description ATPD 2280, dated 18 Jul 00, and requirements of Section C. (End of narrative A002)				
0011	Supplies or Services and Prices/Costs BASE PROGRAM YEAR SECURITY CLASS: Unclassified NOUN: ROLL-ON/ROLL-OFF DISCHARGE FACILITY (RRDF) Data Requirements: See Section J, Exhibit A. The price for all data items, except training and manuals, are to be included in the proposed price for CLIN 0011. The unit price listed opposite this CLIN 0011 is the price for the very first RRDF ordered under this CLIN. This price includes all non-recurring costs associated with the RRDG. For any additional RRDG ordered under this CLIN, the unit price will be adjusted at the time the order is issued to delete non-recurring costs from it. The Offerors must fill in the Non-recurring cost for the RRDF below: $_____ RRDF Non-recurring costs (End of narrative B001) Packaging and Marking LEVEL OF PRESERVATION: See Section D LEVEL OF PACKING: See Section D (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin		EA	$_____** N/A **	

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA		
	NOUN: ROLL-ON/ROLL-OFF DISCHG FAC SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0012 does not include non-recurring costs. In the event that the first RRDF is ordered under this CLIN instead of CLIN 0011 the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0011.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: ROLL-ON/ROLL-OFF DISCHG FAC SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001) The unit price listed opposite this CLIN 0013 does not include non-recurring costs. In the event that the first RRDF is ordered under this CLIN instead of CLIN 0011 or 0012, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0011.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	$ ** N/A **	
	NOUN: RRDF FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	Pricing for the FAT shall be based upon the RRDF being ordered and delivered first.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE' APPROVAL - CONTRATOR TESTING (SECTION E) FOR DELIVERY REQUIREMENTS				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY (CF) SECURITY CLASS: Unclassified				
	The unit price listed opposite this CLIN 0021 is the price for the very first CF ordered under this CLIN. This price includes all non-recurring costs associated with the CF. For any additional CF ordered under this CLIN, the unit price will be adjusted at the time the order is issued to delete non-recurring costs from it.				
	The offerors must fill in the non-recurring cost for the CF below:				
	$_____ CF Non-recurring costs				
	(End of narrative B001)				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0022 does not include non-recurring costs. In the event that the first CF is ordered under this CLIN instead of CLIN 0021, the unit price will be adjusted for the first system only, at the tie the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0021.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0023 does not include non-recurring costs. In the event that the first CF is ordered under this CLIN instead of CLIN 0021 or 0022, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0021.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	$ ** N/A **	
	NOUN: CAUSEWAY FERRY (CF) FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE' APPROVAL - CONTRATOR TESTING (SECTION E) FOR DELIVERY REQUIREMENTS				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: FLOATING CAUSEWAY (FC) SECURITY CLASS: Unclassified				
	The unit price listed opposite this CLIN 0031 is the price for the very first FC ordered under this CLIN. This price includes all non-recurring costs associated with the FC. For any additional FC ordered under this CLIN, the unit price will be adjusted at the time the order is issued to delete non-recurring costs from it.				
	The Offerors must fill in the Non-recurring cost for the FC below:				
	$_____ FC Non-recurring costs				
	(End of narrative B001)				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: FLOATING CAUSEWAY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0032 does not include non-recurring costs. In the event that the first FC is ordered under this CLIN instead of CLIN 0031, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0031.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: FLOATING CAUSEWAY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0033 does not include non-recurring costs. In the event that the first FC is ordered under this CLIN instead of CLIN 0031 or 0032, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0031.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	$ ** N/A **	
	NOUN: FLOATING CAUSEWAY (FC) FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE' APPROVAL - CONTRATOR TESTING (SECTION E) FOR DELIVERY REQUIREMENTS				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: WARPING TUG (WT) SECURITY CLASS: Unclassified				
	The unit price listed opposite this CLIN 0041 is the price for the very first WT ordered under this CLIN. This price includes all non-recurring costs associated with the WT. For any additional WT ordered under this CLIN, the unit price will be adjusted at the time the order is issued to delete non-recurring costs from it.				
	The Offerors must fill in the Non-recurring costs for the WT below:				
	$ _____ WT Non-recurring costs				
	(End of narrative B001)				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: WARPING TUG SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0042 does not include non-recurring costs. In the event that the first WT is ordered under this CLIN instead of CLIN 0041, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0041.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: WARPING TUG SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	The unit price listed opposite this CLIN 0043 does not include non-recurring costs. In the event that the first WT is ordered under this CLIN instead of CLIN 0041 or 0042, the unit price will be adjusted for the first system only, at the time the order is issued, to add to it the amount for non-recurring costs identified in CLIN 0041.				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Supplies or Services and Prices/Costs				
	FIRST ARTICE TEST - SEPARATELY PRICED	1	LO	$ ** N/A **	
	NOUN: WARPING TUG (WT) FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE' APPROVAL - CONTRATOR TESTING (SECTION E) FOR DELIVERY REQUIREMENTS				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: LEFT END RAKE MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: LEFT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: LEFT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	Supplies or Services and Prices/Costs				
	FIRST OPTION YEAR		EA	$ ** N/A **	
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: CENTER MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CENTER MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CENTER MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD		EA	$ ** N/A **	
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000	Supplies or Services and Prices/Costs				
	TECHNICAL MANUALS - SEPARATELY PRICED		LO	$ ** N/A **	
	NOUN: TECH MANUAL (CF REVISION) SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029) $_____				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030) $_____				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014) $ _____				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031) $_____				
	Lubrication Order: LO55 1945-205-12 (CDRL A032) $_____				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033) $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001	Supplies or Services and Prices/Costs				
	TECHNICAL MANUALS - SEPARATELY PRICED		LO	$ ** N/A **	
	NOUN: DEVELOP TECH MANUALS, RRDF SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029) $_____				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030) $_____				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014) $ _____				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031) $_____				
	Lubrication Order: LO55 1945-205-12 (CDRL A032) $_____				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033) $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 FOB POINT: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002	Supplies or Services and Prices/Costs				
	TECHNICAL MANUALS - SEPARATELY PRICED		LO	$ ** N/A **	
	NOUN: DEVELOP TECH MANUALS (FC) SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029) $_____				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030) $_____				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014) $ _____				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031) $_____				
	Lubrication Order: LO55 1945-205-12 (CDRL A032) $_____				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033) $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 FOB POINT: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003	Supplies or Services and Prices/Costs				
	TECHNICAL MANUALS - SEPARATELY PRICED		LO	$ ** N/A **	
	NOUN: DEVELOP TECH MANUALS, WT SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029) $_____				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030) $_____				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014) $ _____				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031) $_____				
	Lubrication Order: LO55 1945-205-12 (CDRL A032) $_____				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033) $_____				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 FOB POINT: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7000	Supplies or Services and Prices/Costs TRAINING - SEPARATELY PRICED NOUN: TRAINING SECURITY CLASS: Unclassified Training shall be IAW C.14 and the terms and conditions of the contract. (Reference CDRLs A015-A024) Training for each system consists of the following: For informational purposes, the offerors shall fill in the below: Operator/Operation Class for Tester Training: CF 1 Class $_____ Unit and Direct Support Maintenance Class for Tester Training: CF 1 Class $_____ Operator/Operation Class for I&KPT: RRDF 1 Class $_____ CF 1 Class $_____ FC 1 Class $_____ WT 1 Class $_____ Unit and Direct Support Maintenance Class for I&KPT: RRDF 1 Class $_____ CF 1 Class $_____ FC 1 Class $_____ WT 1 Class $_____ Operator/Operation Class for NET-1: RRDF 2 Classes $_____ CF 2 Classes $_____ FC 2 Classes $_____ WT 2 Classes $_____ Unit and Direct Support Maintenance Class for NET-1: RRDF 2 Classes $_____ CF 2 Classes $_____ FC 2 Classes $_____ WT 2 Classes $_____ "The Contractor will submit Payment Documentation to the Government at the successful conclusion of each individual class for each causeway system listed above for payment." (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor: LAKE SHORE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance				

	Regulatory Cite	Title	Date
B-1	52.229-4000 (TACOM)	APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX	OCT/1993

(a) Federal Retailers Excise Tax (FRET) does not apply to the items we're buying under this solicitation.

(b) DO NOT include FRET in your proposed price.

***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope

There are four separate modular causeway systems: Roll-On/Roll-Off Discharge Facility (RRDF), Causeway Ferry (CF), Floating Causeway (FC), and Warping Tug (WT). The work requirements described herein pertain to these systems, the support of the systems, and to management of program risk.

C.2 General requirements

The contractor shall build, test, deliver and support modular causeway systems to include any design effort required; perform system supportability analysis/deliver Logistics Management Information (LMI); and team with the United States Government (USG) in program risk management in accordance with this Scope of Work (SOW), the attached ATPD 2280 dated 18 July 2000 and all other terms and conditions of the contract. The contractor shall provide the necessary resources, equipment, and facilities to meet performance, cost and schedule objectives in accomplishing these efforts. The contractor shall use commercial products, processes, and practices to the maximum extent practicable to reduce development, production and operational support costs.

C.2.1 Data

The contractor shall prepare deliverable program data in accordance with the format and content specified in the Data Item Descriptions (DIDs) and deliver the data in accordance with the Contact Data Requirements Lists (CDRLs). Use of contractor format and electronic submission will be stressed by the USG and will be indicated where applicable. Data shall be in American English and be MS Windows95/MS Office 97 Professional software compatible to the maximum extent practicable. Drawings shall be prepared in accordance with ASME Y 14.100M and submitted in AutoCAD (Release 14 or higher) or Portable Document Files (.pdf) as indicated.

C.2.2 Environment

The contractor shall minimize the generation of industrial pollution or hazardous wastes in performing work under this contract. National Aerospace Standard 411 may be used as guidance.

C.2.3 Days

All reference to "days" in section C shall be construed as calendar days unless otherwise noted.

C.2.4 Cost As An Independent Variable (CAIV)/Life Cycle Costs (LCC)

The contractor shall consider the Government's desire to minimize unit production cost following the principles of CAIV. Further, the contractor shall consider impact of work efforts on cost of ownership/LCC.

C.3 Program management

C.3.1 Government/contractor team

A joint government/contractor team shall be established thirty (30) days after contract award. The primary purpose of this team shall be to address program risk through the monitoring and coordination of contract activities as they affect performance, cost, and schedule objectives. In addition to government personnel, this team shall be composed of contractor personnel from a variety of functional disciplines sufficient to insure availability of complete, timely and accurate program information to the team.

C.3.2 Integrated Program Reviews (IPRs)

All contractor/government formal meetings conducted for the purpose of reviewing and discussing overall program status shall be referred to as IPRs. The contractor shall host at least four but no more than six (6) IPRs per year. The Government will schedule these meetings. The location shall be at the contractor's facilities, or elsewhere if mutually agreed upon. The contractor shall suggest agenda topics in contractor format to the Government twenty (20) days prior to the start of the meetings. The Government will finalize and publish the agenda ten (10) days prior to the meeting. There shall be additional topic specific meetings (for example, publication, provisioning, design/engineering, and training reviews) as described elsewhere in the contract.

C.3.2.1 Conference Minutes (CDRL A001)

The contractor shall submit a draft of the minutes of each IPR to the Government within ten (10) days following the meeting. The Government will review and provide comments within ten (10) days after receipt. The contractor shall incorporate government comments and publish the minutes within five (5) days after receipt of government comments.

C.3.3 Start of Work

The contractor shall participate in a Start of Work meeting within thirty (30) days after contract award at the contractor's facility. The Government will schedule the meeting. Of particular interest to the Government is a discussion of how the contractor will ensure that all interoperability and interchangeability requirements will be met. The discussion shall address the methodology used during the engineering, design and analysis phase, and how the contractor plans to account for the variations of configuration and tolerance exhibited in the existing causeway fleet. The contractor shall describe his plans to use that data to control his design, as it matures, so that the product being delivered appears seamless in form, fit and function with the rest of the causeway fleet.

C.4 Testing strategy

C.4.1 Interoperability and interchangeability test

The contractor shall perform tests to verify the interoperability and interchangeability of intermediate section mating to include side to side connection and section end to section end connection within the first six months after contract award. The purpose of this testing shall be to verify interoperability and interchangeability early in the program of modules, strings and sections. The Government may witness this testing. The USG shall be notified fifteen (15) days prior to the start of this testing. The results of these functional tests will be part of the First Article Test (FAT). The results of this functional testing shall be documented for verification and incorporated into the FAT plan.

C.4.2 Test plan

The contractor shall develop and maintain a master test plan available for government review in order to assess the contractor's ability to meet testing requirements. A draft plan shall be available for government review prior to the start of FAT. The plan shall indicate procedures to follow during the testing of each item as described in the ATPD. The Government will review and comment on the plan at IPRs and copies shall be available at the performance of each test.

C.4.3 Test Support Package (TSP)

The TSP is an onsite composite package of support for government testing (the CF Operational Demonstration (OP DEMO)) or technical manual verification. All items that comprise a TSP shall be the same configuration and source used on the production of the modular causeway systems. The TSPs shall include whatever the contractor deems necessary to support the testing or verification. At a minimum, it shall include, but is not limited to, spare and repair parts, special tools, and equipment publications. If any testing requires retest, then the TSP shall be updated and the updated TSP shall be available at the time of retest. The contractor shall assemble, furnish, pack and ship the TSP to the designated site(s) (anticipated to be in the Hampton Roads, VA area). The contractor shall fill any support deficiencies within 24 hours of notification by the Government.

C.5 Quality Assurance

C.5.1 Quality system

The contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services furnished under the contract. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of contract performance. At any point during contract performance, the Government has the right to review the contractor's quality system to assess its effectiveness in meeting contractual requirements.

C.5.1.1 Quality inspection

The contractor shall perform in-process inspections as necessary. These inspections shall evaluate the conformance of materials, welding, workmanship, and processes to contractual and purchase description requirements. The Government reserves the right to either witness or conduct its own in-process inspections. All in-process government inspections conducted during fabrication shall be made at the contractor or subcontractor's facility prior to the application of primer or paint.

C.5.1.2 Inspection equipment

The contractor shall supply and maintain all inspection and test equipment necessary to assure the modular causeway systems conform to contract requirements. The contractor shall make available to the Government applicable and necessary inspection equipment for government system inspections.

C.5.1.3 Quality records

All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders, shall be retained by the contractor for a period of four (4) years after contract completion. These records shall be made available to the Government upon request.

C.5.2 Welding procedure qualification

All welding procedures and welding equipment shall be qualified IAW the American Welding Society (AWS) code AWS D1.1 for Structural Steel, AWS D1.2 for Structural Aluminum or AWS D1.3 for Sheet Metal as applicable. All welders and welding operators to perform manual, semi-automatic or automatic welding shall be qualified IAW the applicable AWS standard. The contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualifications may be based on one of the following:

- Current or previous certification as an AWS certified welding inspector;
- Current or previous certification by Canadian Welding Bureau;
- Inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment (on the basis of formal training, documented experience, or both), and in metals fabrication, inspection, and testing of weldments.

C.6 Configuration management

The Government retains control of the purchase description. The contractor shall establish and control the configuration baseline. This baseline shall identify and document the functional and physical characteristics of the modular causeway systems and be maintained for the life of the contract. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the contractor's final approved first article configuration baseline of the systems.

C.6.1 Engineering Change Proposals (ECPs) (CDRL A002)

The Government acknowledges that the contractor may want to offer changes to the configuration during the term of this contract after First Article Test (FAT) approval. However, it is important for the Government to assess the impact of any proposed changes to the logistic and technical requirements established for the program. The contractor shall request government approval of any proposed configuration change after FAT approval that affects form, fit, function and/or interface. The procedures for government notice and approval shall apply.

C.6.1.1 Engineering change inspection and test

The Government reserves the right to require additional testing at contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the system purchase description.

C.6.1.2 DELETED (RESERVED)

C.6.1.3 Final disposition

Government approval shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements.

C.6.1.4 Government directed changes

In the event the Government contemplates a change in the modular causeway systems, the contractor shall provide a technical/price proposal.

C.6.1.5 Effectivity certification

Actual cut-in of approved changes into the production line shall be at a single cut-in point (single module). The contractor shall maintain the original effectivity point certification on file.

C.6.2 Drawings

The contractor shall develop, maintain and have available for government review at the design reviews, As-Built and Interface Control drawings as described.

C.6.2.1 As-Built Drawings (CDRL A003)

The contractor shall create drawings that provide sufficient information to allow the government to repair/refurbish the components of the modular causeway systems. The drawings shall be either Layout, Monodetail or Assembly type drawings or a combination of these types as described in ASMEY14.24M and shall specify all physical and functional characteristics of systems components that are required in order to repair and refurbish the modular causeway systems.

C.6.2.2 Interface Control Drawings (CDRL A004)

The contractor shall create an Interface Control Drawing for the MCS components. The Interface Control Drawing shall be as described

in ASME Y14.24M and shall specify all characteristics of system components that are required in order to achieve the interoperability and interchangeability requirements for the modular causeway system. It shall specify all geometry, dimensions, tolerances, sizes, finishes, component standards, capacities, and operating values (such as pressures, voltages, temperature ranges, flow rates, etc.) that are required to define the interface for all connecting components and sub-systems. This interface drawing shall include all information necessary for the contractor, or any other entity, to design all MCS components that are fully physically and functionally interoperable and/or interchangeable as required by this contract. The interface drawing shall include a graphic representation of the geometry and tolerances for all interfaces.

C.7 Government Furnished Property (GFP)

C.7.1 Support GFP

The Government will provide the following GFP in accordance with the government property clause to support various work efforts under this contract:

1 ea SINCGARS radio
3 ea center modules
2 ea right end rake modules
2 ea left end rake modules
2 ea center end rake modules
1 ea propulsion module
1 ea combination beach and sea end module
Existing system manual and provisioning data

C.7.2 System installed GFP

The Government will provide the following GFP in accordance with the government property clause for installation by the contractor into the system indicated prior to that system's delivery:

SINCGARS radio installation kits (installed on the WT and CF)
10 kW TQG generator (installed on the RRDF and FC)

C.7.3 Contractor Access to Ft. Eustis, VA (FEVA)

The Government will provide access to existing causeway modules at FEVA in support of interoperability and interchangeability related design, development and testing efforts, if requested to do so by the contractor.

C.8 Total Package Fielding (TPF)

Total Package Fielding is the Army's standard fielding method used to provide Army units a new/product improved materiel system and all its related support materiel at one time. The contractor shall provide technically qualified individuals and services to support the handoff phase of TPF for each system at government specified dates and locations (anticipated to be Ft. Eustis, VA).

C.8.1 Pre-fielding inventory

The contractor shall conduct a pre-fielding inventory of all major items, Basic Issue Items (BII), Special Tools and Test Equipment (STTE), On Board Spares (OBS), Initial Support Items (ISI), Repair Parts and Special Tools List (RPSTL), and technical manuals. Any known shortages which will not be available for handoff shall be annotated on a shortage list. This list shall contain a description of the item, nomenclature, NSN, part number, quantity, and date of availability. This list shall be attached to the joint inventory form.

C.8.2 Joint Inventory Form

The contractor and government representatives, along with the gaining unit representative, shall conduct a joint inventory of all components, major items, BII, OBS, ISIL, RPSTL, STTE, and technical manuals at the fielding site no later than thirty days prior to fielding. Team members shall prepare the appropriate deficiency reports (SF 368 Quality Deficiency Report, SF 364 Report of Discrepancies, SF 361 Discrepancy in Shipment Report, DA Form 2407 Maintenance Report) for any deficiencies found. The contractor shall prepare and sign the joint inventory form along with the government representative and gaining unit representative.

C.8.3 Deprocessing

The contractor shall perform on-site preparation of equipment prior to fielding or handoff including complete operator and maintainer preventive maintenance checks and services. Upon completion of deprocessing, the equipment shall be 100% fully mission capable.

C.9 Parts support

As soon as practicable after contract award, the contractor and the Government (Defense Logistics Agency) will negotiate a separate contract agreement for parts support for a period of twenty-four (24) months after the first system delivery. The intent is for the contractor to insure timely parts availability for this period of time when spare and repair parts are ordered by the USG. Such orders will be placed on an as-needed basis driven by parts support demands from the field.

C.10 Maintenance planning (CDRL A005)

The contractor shall conduct/update maintenance analysis on the modular causeway systems, major assemblies, subassemblies, spare parts, and kits, and identify the tools to define optimal maintenance activities that fully support the maintenance concept for the modular causeway systems. This analysis shall be the basis for the update/revision of the Hardcopy/Electronic Technical Manuals (ETM), Preventive Maintenance Checks and Services (PMCS), Maintenance Allocation Chart (MAC), Lubrication Instructions and Repair Parts and Special Tools List (RPSTL). The contractor shall brief the maintenance analysis procedures and strategy at the initial Maintenance, Provisioning and Publications (MPP) review. Updates to any analysis procedures and strategy shall be briefed at each subsequent MPP.

C.10.1 Maintenance Allocation Chart (MAC) (CDRL A006)

The contractor shall update the existing Maintenance Allocation Chart (MAC) IAW MIL-STD-40051A-6A covering all maintenance tasks. The MAC is a living document that forms the basis for provisioning, manning and technical manual development and is, therefore, subject to change until its final approval concurrent with final approval of the technical manuals. The MAC assigns all authorized maintenance functions and repair operations to be performed by the lowest appropriate level and delineates the tools and test equipment required to perform the operations. The MAC shall be prepared in a top down breakdown sequence. The first functional group shall be 00, the end item. The MAC shall include all maintenance significant components, assemblies, subassemblies, and modules. Parts requiring a test procedure prior to replacement shall also be listed in the MAC.

C.11 Support equipment

Modular causeway systems shall be capable of being operated and maintained, to the maximum extent practicable, using common tools, support equipment, and test equipment normally organic to the user. Engines used on powered sections shall be outfitted with Built-In-Test-Equipment [BITE].

C.12 Supply support (provisioning program)

The provisioning program for the modular causeway systems requires the contractor to develop/update a database that shall provide the Government with data IAW Attachment A, Logistic Management Information (LMI) Data Product Delivery. The provisioning program creates the Provisioning Master Record (PMR) which is stored on the government database. It contains all data for the assemblies, subassemblies, spare parts and kits, to include Components of the End Item (COEI), Basic Issue Items (BII), Additional Authorized Items (AAL) and Special Tools, required to support the modular causeway systems.

C.12.1 Provisioning Contract Control Number (PCCN) and Provisioning Control Codes (PCCs)

The PCCN for the modular causeway systems is C31901. At the MPP review, the Government will furnish PCCs for each causeway system.

C.12.2 Provisioning schedule and reviews

The contractor shall provide a provisioning performance schedule at the Start of Work meeting IAW Attachment A. This schedule shall provide an estimate of the number of items to be provisioned and the number of provisioning meetings that will be required. (The maximum number of items reviewed at any 40-hour MPP review shall be 1,500 line items.)

C.12.3 Provisioning Parts List (PPL) (CDRL A007)

The contractor shall develop/update/submit and maintain provisioning data for the modular causeway systems using the C31901PMR. After the PMR for the modular causeway systems is established, the contractor shall add or change data to include the most recent production configurations, ECPs and parts information changes. The corrections shall be formatted in accordance with Attachment A, media format delivery for all LMI data products, or corrected by modem access to the Provisioning On-line System (POLS). The data shall be capable of being loaded into TACOM's PMR without any modification to the data.

The contractor shall correct CCSS/POLS rejects within 30 days after we notify the contractor of errors. Data submitted with more than a ten percent (10%) error rate will not be accepted and will be returned to the contractor for correction. The corrections shall be formatted IAW Attachment A.

The contractor shall maintain and continuously update the data file with the Provisioning Technical Documentation (PTD) Reports (X40CXX6034R) which the Government will provide periodically. These reports shall contain part number changes, failure factor changes, Source/Maintenance/Recoverability code changes and additions and/or deletions throughout the contract.

C.12.4 Provisioning of kits

The contractor shall provision all kits specified in accordance with provisions in section C.12.

C.12.5 Supplementary Provisioning Technical Documentation (SPTD)/Drawings (CDRL A008)

The contractor shall have available at each MPP review one hard copy SPTD/drawing for each new item to be provisioned, identified on the PPL, for government review. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each assembly, subassembly and spare part on the modular causeway systems.

- The drawings shall be in Provisioning List Item Sequence Number (PLISN) sequence.

- After the Government approves each drawing as being suitable for NSN assignment, the drawings shall be submitted on a CD in Portable Document Files (.pdf) format, or some other software product format that we agree to, thirty (30) days after completion of each MPP review.

- Text on all drawings shall be in the English language.

- The contractor shall have all approved vendor Commercial and Government Entity (CAGE) code typed, stamped or written legibly with an authorized signature and date cited on all drawings. All provisioned items shall include at least two sources of supply one of which may be the contractor.

- Substitutes for drawings, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics do not apply. Use of such drawing substitutes is permitted only by exception, on a case by case basis, by the PCO.

C.12.6 Kits & Crew Protection Kit Installation Instructions & Supplementary Provisioning Technical Documentation (SPTD) for Special Purpose Kits (SPK) (CDRL A009)

The contractor shall provide a complete installation drawing identifying all kit components and parts, which describe the location of the components/parts on the modular causeway systems. Installation instructions shall be included.

C.12.7 Tools and Test Equipment List (TTEL) (CDRL A010)

The contractor shall prepare and deliver a TTEL listing those peculiar support items for the modular causeway systems that are not currently listed in the U.S. Army supply catalogs. A list of supply catalogs can be found in DA Pamphlet 25-30, Section 6, provided at the Start of Work meeting. The TTEL, with drawings, shall be identified at the first MPP review. After the Government approves the TTEL, the contractor shall deliver the data concurrently with the first submittal of the LMI data product. Updates shall be provided with each subsequent delivery of the LMI data products.

C.12.8 Provisioning Parts List Index (PPLI) (CDRL A011)

The contractor shall provide a PPLI containing a listing by manufacturer's reference numbers of all items listed in the LMI data products (see Attachment A), cross-referenced to each PLISN.

C.12.9 System Support Package List (SSPL) (CDRL A012)

The contractor shall prepare and provide an SSPL, which lists all system support requirements. The SSP list shall consist of, as a minimum, the following:

- Spare parts The SSPL shall identify a sufficient amount of repair parts to meet the requirements arising from predicted failures, scheduled maintenance, mandatory replacement items and items that are most likely to be consumed or broken during any disassembly or assembly process (such as seals and gaskets) as a result of anticipated wear out.

- On Board Spares (OBS) Components necessary for the vessel to operate and for the crew to perform quick repair underway, or repairs not requiring external support to tow or otherwise support the powered section, deck mounted equipment and the modular causeway systems.

- Authorized Stockage List (ASL) hardware System specific Class IX repair parts authorized to be held at the DS/GS level to support an additional thirty (30) days of operations, not to be stored onboard the system, but in close proximity to the systems operational area, e.g., support maintenance (DS/GS) parts storage area.

- Mission Support Packages (push packages) Class IX repair parts and other components required to support two (2) ninety (90) day back-to-back missions preserved and transported with the system onboard the pre-positioned vessels.

- Common and Special Tools, Test Measurement and Diagnostic Equipment (TMDE) All common and special tools, tool kits, equipment and TMDE identified in the Army supply catalogs required in support of the modular causeway systems. Any tool or TMDE required to perform

maintenance and any diagnostic maintenance procedures, to include any vendor or manufacturer software programs and/or hardware, that are not identified in the Army supply catalogs shall be identified on the SSP list. All tools & TMDE not listed in the Army supply catalogs shall be identified as special tools.

- Equipment Publications The most recent version of each equipment publication shall be included in the SSPL. When changes and updates are made to any publication during testing or Technical Manual verification, the contractor shall identify them to TACOM, AMSTA-LC-CJA.

- Basic Issue Items (BII) and Components of the End Item (COEI) BII, as required by the specification, and BII/COEI, as required by the contractor?s design, shall be included on the SSPL.

- Expendables Supplies Expendable supplies such as petroleum, oils and lubricants shall be identified on the SSPL .

- Support Equipment Equipment existing in the Army's inventory to support the modular causeway systems shall be included on the SSP list.

C.12.10 Design Change Notice (DCN) (A013)

The contractor shall submit a DCN for those design or part number changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information that the contractor provided previously under this contract.

C.12.11 Contractor on-line access

The contractor may access the POLS to make Provisioning Suspense File corrections as an alternative to receiving validation reject reports from the Government, then making the corrections on a subsequent submittal. The Government, if requested, will provide access free of charge by modem to the POLS. However, any hardware or software required for accessing the POLS shall be at contractor expense. Additional access may be provided for ease of processing LMI data.

C.13 Publications for RRDF, WT and FC (CDRLs A014, A029-A033)

The contractor shall develop the below listed equipment publications per MIL-STD-40051A for the modular causeway systems. Publications for the modular causeway systems are broken down into four (4) volumes and (three (3) sub-volumes on the Causeway Ferry and Warping Tug) as follows:

Causeway Ferry (CF) - Volume 1
   Engine (CF) Volume 1-1
   Marine Gear (CF) Volume 1-2
   Transfer Case (CF) Volume 1-3
Roll-On/Roll-Off Discharge Facility (RRDF) - Volume 2
Modular Warping Tug (WT) - Volume 3
   Engine (WT) Volume 3-1
   Marine Gear (WT) Volume 3-2
   Transfer Case (WT) Volume 3-3
Floating Causeway (FC) - Volume 4

C.13.1 Publications for RRDF, WT, and FC

For the RRDF, WT and FC, the contractor shall develop the following:

Operator's Manual, TM55 1945-205-10
Unit/DS/GS Maintenance Manual, TM55 1945-205-24
Commercial Off the Shelf Manual, TM55 1945-XXX-XX
Repair Parts and Special Tools List, TM55 1945-205-24P
Lubrication Order, LO55 1945-205-12
Hand Receipt, TM55 1945-205-10

C.13.2 Publications for CF

The contractor shall provide CF manuals in accordance with MIL-STD-40051A and incorporate new procedures and material changes. These TM's are:

Operator's Manual, TM55 1945-205-10
Unit/DS/GS Maintenance Manual, TM55 1945-205-24
Commercial Off the Shelf Manual, TM55 1945-XXX-XX
Repair Parts and Special Tools List, TM55 1945-205-24P

Lubrication Order, LO55 1945-205-12
Hand Receipt, TM55 1945-205-10

C.13.3 Electronic Technical Manual (ETM)

The contractor shall also produce an ETM file of each publication described above. ETM files are .pdf format files. These files contain bookmarks and links as follows: Bookmarks shall be established for the table of contents page, the first page of alphabetical indexing and the first page of each work package, the first page of each chapter, the first page of each section and for each reference within the same manual (files). No linking is required beyond the bookmarks.

C.13.4 Delivery

The following shall be delivered, postage prepaid, to TACOM, AMSTA-LC-CJA, Warren, MI 48397-5000:

- Camera-ready (600DPI laser print or equivalent) copy of each complete publication, with running sheets and folio markings, sized for 1 to 1 reproduction (no enlargement or reduction required by the printer).

- Complete SGML-tagged data for each publication and graphic file in the format specified in MIL-STD-40051.

- Word processing file of each publication (MS Word or equivalent).

- .pdf of each publication.

All digital files are to be delivered on ISO 9660 CD-ROM.

C.13.4.1 The following is a schedule of events leading up to the final submission of TM's and provisioning data.

1. Maintenance Allocation Charts (MAC) - due 360 days Before First Production Delivery (DBFPD).
2. Initial submissions of all TMs and provisioning data - due 285 DBFPD.
3. Verification of TMs and Provisioning Conference - 255 DBFPD.
4. Final submissions of TMs and provisioning data - 180 DBFPD.

The Contractor will be required to deliver a MAC 60 days after contract award and final submission of TMs will be 240 days after award of contract.

C.13.5 Validation

The contractor shall validate the accuracy and usability of all publication deliverables. The contractor shall have and use documented Quality Assurance (QA) processes and inspections in accordance with Section E.9. The Government has the right to review validation processes. The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and a mix of desktop review and actual performance but could include actual performance of all procedures and review of all pages, if deemed necessary by the Government. The Government does not intend to review and verify every page at every review but relies on complete and careful editing and review by the contractor. If there are indications that the contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework.

C.13.6 Reviews

Publication work shall be reviewed at an MPP review when 30% of the manual effort is complete and again when 70% of the manual effort is complete.

C.13.7 Verification/validation

The contractor shall support the Government's TM verification (See paragraph C.4.3). All comments, changes and corrections resulting from the verification will be incorporated in to the final draft submission.

C.14 Training and training support

The contractor shall provide contractor ("ktr") site facilities, instruction, equipment, instructor(s), tools (special and common), and technical training courses as required herein for training on the following systems: RRDF, CF, FC, WT.

Training issues shall be discussed at IPRs for the purpose of tracking and reviewing the status of contractor developed training materials to include actions taken resulting from student comments.

The contractor shall conduct all training courses. The contractor shall develop two training courses for each system. One course shall be used to train operation/operators and the second course shall be used to train unit and Direct Support (DS) maintenance personnel on

each system. The three types of training are Tester Training (TT), Instructor and Key Personnel (I&KPT) Training, and New Equipment Training (NET). All training courses shall be stand-alone courses and structured to provide students with at least 70% hands-on training. See Attachments B-F.

The first increment of training for the CF system shall be Tester Training in support of Operational Demonstration (OP DEMO). Any comments received from attendees of TT courses and OP DEMO will be reviewed by the TACOM New Equipment Training (NET) manager and forwarded to the contractor to be incorporated into the courseware to yield a revised product. These revised products shall be used to conduct Instructor & Key Personnel Training for the CF each system.

The next increment of training for each system shall be for Instructor and Key Personnel Training. Any comments received from the attendees of I&KPT courses will be reviewed by the TACOM NET manager and forwarded to the contractor to be incorporated into the courseware to yield a revised final product. These revised final products shall be used to conduct NET for each system. These NET products shall be used to provide training to the First Unit Equipped (FUE) and all additional units requiring NET.

The contractor shall provide the following classes:

System	# of Classes	Type of Course	Event	Location
RRDF	one	Operator/operation	I&KPT	Ktr site
RRDF	one	Unit/DS maintenance	I&KPT	Ktr site
RRDF	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
RRDF	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
CF	one	Operator/operation	TT	Ktr Site
CF	one	Unit/DS Maintenance	TT	Ktr site
CF	one	Operator/Operation	I&KPT	Ktr site
CF	one	Unit/DS maintenance	I&KPT	Ktr site
CF	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
CF	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
FC	one	Operator/operation	I&KPT	Ktr site
FC	one	Unit/DS maintenance	I&KPT	Ktr site
FC	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
FC	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
WT	one	Operator/operation	I&KPT	Ktr site
WT	one	Unit/DS maintenance	I&KPT	Ktr site
WT	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
WT	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story

C.14.1 Training system implementation plan

The contractor shall develop and maintain a training system implementation plan that includes a Plan of Action and Milestones (POA&M) for the training program. The POA&M shall include proposed delivery of the draft and final training materials. The training system implementation plan shall be available for government review and comment at each IPR. The contractor shall select instructional media to implement or augment chosen instructional strategies.

C. 14.2 Training materials format/media/deliveries (CDRLs A015-A022)

The contractor shall provide stand-alone training materials for the courses. The training package shall contain the instructor lesson guide, student lesson guide, and media package for each course of instruction. The contractor shall provide the material in electronic digital format. The contractor shall prepare and deliver three draft training packages per course for review and approval by the government ninety (90) days prior to start of TT, ninety (90) days prior to start of I&KPT, and ninety (90) days prior to First Unit Equipped (FUE) for NET. The government will review and return the training packages within thirty (30) days of receipt. Final approved

training packages shall be delivered to the government thirty (30) days prior to TT, I&KPT and NET. Training material may be supplemented by, but not limited to, contractor and commercial handbooks, pamphlets, operational manuals, maintenance manuals, logic diagrams, schematics, equipment description, functional data, visual aids, and other documents suitable for use in development/conduct of training programs. The contractor shall provide two (2) each desk top models of each system. Models shall be 24 to 36 inches long and shall be modular in design to resemble actual systems.

Visual aids shall be used to enhance training and may consist of, but not limited to, videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and components.

The contractor shall prepare and deliver separate orientation videos to address the new or significantly changed systems and enhanced performance potential of the vessel/system. The video shall be in VHS format, and no more than thirty (30) minutes in length.

The materials (other than hard copy) shall be delivered in a digital format, IBM, compatible, CD ROM or three and one-half inch disk, prepared with commercial word processing, graphics, and desktop publishing format.

C.14.3 Equipment/pubs required to support training (CDRL A023)

The contractor shall identify components, parts, expendable supplies, tool sets/kits, individual tools (special and common), and TMDE required to support TT, I&KPT, and NET. The contractor shall provide each student a hard copy of the appropriate TM for the course they are attending. The contractor shall be responsible for shipping any training aids and materials to support NET to the designated government site.

The contractor shall provide to the government, in contractor's format, a list containing the noun/nomenclature, NSN/PN, manufacturer, quantity, and item cost of equipment required to support training, ninety (90) days prior to start of TT, I&KPT and NET. The government will review and return the list to the contractor within thirty (30) days. This list shall form the basis for development of any New Equipment Training Support Package (NETSP) required for conduct of training.

C.14.4 Instructor information

When requested by the Government, the contractor shall make available to the government all required personal information related to the instructors, including documentary evidence such as birth certificates and other data requested by the installation or area in which services are to be performed. The contractor shall submit a listing of names and qualifications of instructors to the NET manager or his representative for review and comment.

C.14.5 Tester Training (TT)

The contractor shall be responsible for providing TT to government personnel at the contractor's facility on the CF system. TT training shall be completed no more than seven (7) days prior to OP DEMO. Each student in attendance shall receive a hard copy of the training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class. The operation/operator courses shall not exceed one hundred twenty (120) hours with a maximum of sixteen (16) students per class. The unit/DS maintenance courses shall not exceed eighty (80) hours with a maximum of twelve (12) students per class. One operation/operator class and one unit/DS maintenance class is required to support OP DEMO for the CF system.

C.14.6 Instructor and Key Personnel Training (I&KPT)

The contractor shall be responsible for providing I&KPT to government personnel at the contractor's facility on each system. I&KPT training shall be completed no more than one hundred and twenty (120) days prior to FUE. Each student in attendance shall receive a hard copy of the training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class. The operation/operator courses shall not exceed one hundred twenty (120) hours of instruction with a maximum of sixteen (16) students per class. The unit/DS maintenance courses shall not exceed eighty (80) hours of instruction with a maximum of twelve (12) students per class.

C.14.7 New Equipment Training (NET)

The contractor shall provide NET in support of all system fieldings. All courses shall be conducted at a designated government facility. Operation/operator maintenance classes shall be limited to a maximum of 16 students per class at no more than one hundred and twenty (120) hours per class. Each student shall receive a hard copy of all related training materials. Unit/DS maintenance classes shall be limited to a maximum of twelve (12) students per class with a maximum of eighty (80) hours per class. Each student shall receive a hard copy of all related training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class.

C.14.8 Course completion documents and reports (CDRL A024)

The government will provide blank student rosters and student critique sheets. Upon completion of each class, the contractor shall provide the government a completed student roster containing the student's full name, grade/rank, unit/location, SSN, and instructor's

names. The contractor shall submit a copy of the government provided course critique sheets completed by each student. The contractor shall provide each student with a course completion certificate that states the course name, number of hours, student's name, SSN and course completion date signed by the primary instructor.

C.15 Packaging requirements

The contractor shall provide packaging data for items provisioned for the modular causeway systems and not resident in Army packaging data files. The contractor shall provide the facilities, material, and access to parts needed for packaging data development. Packaging data development is required only for those provisioned items assigned Uniform Source Maintenance and Recoverability (SMR) codes PA, PB, PC, PE, PG, PH and KF. Packaging data development is not required for common hardware type items assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, or 88044 .

C.15.1 Item classification

The contractor shall classify items requiring packaging development IAW MIL-STD-2073-1D Appendix A.

C.15.1.1 Common group items

These items will not require NEW packaging coded data development. (Common group items packaging coded data has been predetermined by DOD and must be used.)

C.15.1.2 Selective group items

These are items that REQUIRE packaging coded data development, but do not require a drawing, sketch, illustration, narrative type instructions, and do not exceed 40 pounds, do not have any one dimension which exceeds 40 inches, or do not have a length and girth of over 84 inches. Packaging data for these items can be appropriately defined by Standard Practice Coding IAW MIL-STD-2073-1D. (Selective group items shall not be subjected to design validation testing.)

C.15.1.3 Special group items

The following items shall be considered special group terms:

- Items requiring narrative instructions or figures to describe packaging requirements;

- Kits, sets, and items consisting of separate parts; (Sets of items packed in ISO containers may be considered Kits IAW MIL-STD-2073-1D, APPENDIX D.)

- Items that require disassembly for packaging;

- Items requiring special handling or condemnation procedures;

- Items considered hazardous for transport;

- Items considered to have a shelf-life;

- Items excluded from the selective group.

C.15.2 Packaging impact

The contractor shall assess engineering and logistic changes for packaging design/data impact. The contractor shall provide packaging impact statements with Engineering Change Proposals (ECPs). The contractor shall provide revisions and additions to the packaging information when packaging is impacted.

C.15.3 Special Packaging Instructions (SPI) (CDRL A025)

For each item classified as special, the contractor shall prepare a SPI in an electronic format that can be viewed, changed or commented upon, and approval marked using a Microsoft Windows application, e.g. Microsoft Word 6.0 or 7.0. The contractor shall perform packaging design validation testing in accordance with MIL-STD-2073-1D paragraph 5.6.

C.15.4 Packaging related LMI data products (CDRL A026)

The contractor shall submit LMI data products in electronic format (ASCII). The data provided shall be for every item requiring packaging data. The required packaging related LMI data products are as detailed below from Appendix B of MIL-PRF-49506:

Data Products Dictionary # Data title

0680	National Stock Number (NSN)
0220	Packaging Indicator Code (PIC)
1440	Type Storage Code (TSC)
1460	Pack Level Reference Indicator
0140	Packaging Data Preparer
1190	Shelf Life Code
1200	Shelf Life Action Code
1050	Packaging Reference
0480	Item name
1550	Item weight
1530	Item length
1530	Item width
1530	Item depth
0750	Packaging Category Code
1250	Special Marking Codes
0980	Quantity per unit pack
0450	Quantity per intermediate pack
1050	Item drawing number
0140	CAGE
0660	Preservation method code
0130	Cleaning Method code
0810	Preservative material code
1590	Wrap material code
0200	Cushioning material code
0210	Cushioning thickness code
1450	Unit container code
0440	Intermediate container code
1460	Unit Container Level Code
0760	Packing requirements code
1550	Unit pack weight
1530	Unit pack length
1530	Unit pack width
1530	Unit pack depth
1520	Unit pack cube
1290	In-The-Clear Instructions
0360	Hazardous Code
1270	SPI Date
1280	SPI Revision
1220	Source, Maintenance and Recoverability (SMR) Code
1420	Type of Change Code (transaction type)
1470	Unit of Issue (UI)
1510	Unit of Measure (UM)

C.15.5 Documentation

The contractor shall provide documentation with data submittal, as necessary, to permit the government reviewer to determine the adequacy of the prepared packaging analysis and packaging related LMI data. This includes item drawings and copies of Material Safety Data Sheets. Additionally, performance test reports and photographic records of packaged item before and after testing shall be delivered for every SPI.

C.15.6 Shipment and Storage (S&S) instructions (CDRL A027)

The contractor shall develop preservation and depreservation (return to operating condition) instructions and updates to the S&S Instructions for all end items of the modular causeway systems. The contractor shall include processing instructions for shipment. The contractor shall consider overland and marine vessel transport (on deck and below deck). The S&S instructions may be detailed in a Special Packaging Instruction or Technical Manual (preferred). The contractor shall develop a preservation/packing process for long term storage:

Military/level A protection for thirty-six (36) months minimum in a salt vapor (on deck) environment;

Military/level B protection for thirty-six (36) months maximum in a humidity controlled (below deck) environment.

Exercising requirements shall also be included for each of the long term storage environments.

C.15.6.1 Engines/batteries

All mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFJMAN 24-204, for military air. The contractor shall include disassembly procedures to meet requirements for the applicable mode. Overseas shipments require some disassembly to minimize shipped tonnage costs. Instructions shall reflect all special requirements.

C.15.6.2 Support hardware

The contractor shall include S&S instructions for ISO containerized Components Of the End Item (COEI), Basic Issue Items (BII), Interim Support Items List (ISIL) items, Prescribed Load List (PLL)/Authorized Stockage List (ASL) items, Onboard Spares List (OBSL) items, and ninety (90) day Mission Support Packages.

The contractor shall include figures/drawings showing the stowage location and security provisions. The stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling requirements.

C.15.6.3 Design change

The contractor shall provide revisions to the S&S instructions for each design change affecting shipping configuration, weight, or transportability. When directed by the Government, the contractor shall update S&S instructions to support improvements in processing methodology for the modular causeway systems.

C.15.6.4 Validation

The contractor shall validate S&S instructions. Validation for S&S instructions shall verify the adequacy of the preservation, packaging, packing and stowage; and the exercising requirements for powered modules and winches in long term storage. Government representatives may verify and witness contractor's validation.

C.16 Manpower and Personnel Integration (MANPRINT)

MANPRINT considerations shall be addressed and incorporated throughout the design and fabrication process of the modular causeway systems to maximize soldier-machine interface and shall be coordinated with the contractor's logistics and system engineering activities.

C.16.1 Human Factors Engineering (HFE)

The contractor shall consider human factors in design of the Modular Causeway Systems (MCS) in accordance with paragraph 3.3.15.3 of the ATPD 2280 to facilitate rapid and easy deployment by the crew under all required operational conditions within prescribed deployment times. The MCS shall be capable of being assembled by the 5th percentile female through the 95th percentile male soldiers while wearing arctic and mission-oriented protective posture (MOPP) ensemble.

C.16.2 Manpower

Modular causeway systems shall not require additional manpower to current causeway companies authorized Table of Organization and Equipment for maintenance, recovery and deployment under all operational conditions. Maintenance, deployment and recovery time must be performed within the prescribed performance time standard.

C.16.3 Personnel capabilities

All tasks shall be designed so they may be performed by soldiers with skill level and strength level as defined by Military Occupational Specialty (MOS) 88L/88K. Modular causeway systems shall be easy to maintain, deploy and recover by the operator crew. No new Military Occupational Specialty (MOS) or Additional Skill Identifier (ASI) shall be required for the modular causeway systems or its ancillary equipment.

C.16.4 Soldier survivability

Modular causeway systems shall include features of soldier survivability by minimizing system detectability, probability of being attacked or detected, probability of damage if attacked, and soldier fatigue and injury.

C.16.5 System safety and health hazards

The contractor shall follow good safety engineering practices in establishing any modular causeway systems design and operational procedures to include modifications. MIL-STD-882D may be used as a guide in determining whether safety engineering objectives are met. As a minimum, the contractor shall do the following:

Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include both operational and maintenance aspects of the modular causeway systems.

Eliminate or reduce significant hazards by appropriate design or materiel selection. If hazards to personnel are not avoidable, take steps to control or minimize those hazards.

C. 16.5.1 Safety Assessment Report (SAR) (CDRL A028)

As a result of system safety analyses, hazard evaluations, and any contractor independent testing, the contractor shall perform and document a safety assessment. The safety assessment shall identify all safety features of the hardware, system design and inherent hazards. The assessment shall also establish special procedures and/or precautions to be observed by government test agencies and system users. Based on the safety assessment, the contractor shall prepare a Safety Assessment Report in accordance with DI-SAFT-80102B. As an addendum of the Safety Assessment Report, the contractor shall identify and incorporate health hazards associated with the system. In preparing the health hazard portion of the SAR, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each system or component. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport or use of materiel, that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. Each hazard shall include the classification of hazard severity and probability of occurrence. The contractor shall include when the hazards may be expected to occur, whether under normal, unusual operating or maintenance conditions. The following are examples of some areas of concern that may contain safety and health hazards. This is not an all-inclusive list:

- Stability issues
- Breakdown from ISOPAK configuration
- Fire prevention issues
- Toxic gases, (e.g., engine exhaust)
- Confined space areas
- Noise levels
- Lifting devices
- Electrical issues

*** END OF NARRATIVE C 001 ***

	Regulatory Cite	Title	Date
C-1	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS	JUL/1995

The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:

When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2.

(End of clause)

C-2	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS	JUL/1995

The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:

a. Paragraphs 3.27 and 3.28 reference MIL-P-116;

b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;

c. Numerous paragraphs require labels per MIL-L-61002.

Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:

a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.

b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.

c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.

(END OF CLAUSE)

C-3 52.239-4001 YEAR 2000 (Y2K) COMPLIANCE MAY/1999
(TACOM)

(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.

(End of clause)

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4013 (TACOM)	BAR CODE MARKING	JAN/2001

a. Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:

(1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
(2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
(3) Items that are serial numbered shall have the serial number bar coded.
(4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.
(5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.

b. Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.

(end of clause)

D-2	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

SECTION D - PRESERVATION, PACKING AND MARKING

D.1 MODULAR CAUSEWAY SYSTEMS REQUIREMENTS

The modular causeway systems shall be processed for shipment and storage in accordance with shipment and storage instructions prepared by the contractor and approved by the Government.

D.1.1 CONUS Immediate Use

Manufacturers standard commercial shipping preparation procedures shall be used, provided they protect modular causeway systems for immediate shipment and use (Continental United States (CONUS) only) or for storage in an unheated warehouse environment not to exceed 90 consecutive days from the acceptance date.

D.1.2 Favorable Shipment and Storage Conditions

Military Level B processing is required for domestic and overseas shipments that will be put in storage in Controlled Humidity enclosures for up to 30 months from the acceptance date with minimum of periodic care, exercising, and limited preservation as developed for Section C .

D.1.3 Unfavorable Shipment and Storage Conditions

Military Level A processing is required for domestic or overseas shipments that will be put in storage outside of an Controlled Humidity enclosure for up to 30 months from the acceptance date with optimum periodic care, exercising, and preservation during storage as developed for Section C.

D.1.4 Basic Issue Items (BII)

BII shall be packaged separately. Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Items susceptible to corrosion or deterioration shall be provided protection. Items requiring protection from physical and mechanical damage or which are fragile shall be protected in such a manner as to mitigate shock and vibration to prevent damage during handling and shipment. BII shall be stowed together in such a manner to prevent damage to the modular causeway systems and to minimize pilferage.

D.1.5 Miscellaneous Preservation

All exposed oil can points such as, but not limited to, levers, hinges, hinge pins, locking pins, wing nuts, linkage and threaded ends of yokes, working mechanisms such as padlocks, and latches shall be preserved with a corrosion preventive coating. All exterior, unpainted surfaces and all bare surfaces, exposed by disassembly, shall be preserved with a waterborne corrosion preventive coating.

D.1.6 Disassembly

To facilitate equipment loading to the full capacity of the transportation conveyance, cube reduction, disassembly and preparation of the disassembled items shall be accomplished. To the maximum extent possible, reduction in cube shall be in effect for shipment to ports, overseas, and/or to facilitate loading the modular causeway systems on the carrier. Parts vulnerable to damage and pilferage and projecting parts whose removal will accomplish reduction in cube, shall be removed and stored. Items that are removed, shall be preserved, packaged, and secured on the vehicle in a manner to prevent movement and damage during shipment and storage. Parts removed from the modular causeway systems shall be match-marked, when necessary, to facilitate re-assembly.

D.2 DOCUMENTS, RECORDS AND FORMS

All technical manuals, lube orders, etc.. shall be sealed inside a waterproof bag. The DD Form 250 and one copy of DA Form 2258 shall be sealed inside a separate waterproof bag. Both documents shall be placed in a storage compartment prior to shipment to its final destination.

D.3 SPARE/REPAIR PARTS

Secondary reparable items entering the military distribution system for store, stock, and issue shall be military preserved in accordance with MIL-STD-2073-1C, Level B packing (or Level A where Level B is not applicable) IAW procedures developed and approved under section C of this contract.

Secondary consumable items that are hazardous, sensitive, fragile, or require special packaging instructions as developed and approved under section C of this contract shall be military packaged and packed Level B (or Level A where Level B is not applicable).

All other secondary consumable items will be packaged and packed to meet ASTM D3951.

D.4 SOFTWARE AND/OR TECHNICAL DATA

Software and /or technical data developed under this contract shall arrival at destination without any damage to the item. Software and technical data shall be marked with the name and address of the consignee and consignor and shall include the contract number.

D.5 MARKING

Spare/repair parts. Marking shall be in accordance with MIL-STD-129 for all shipments entering the military distribution system. Bar coding in accordance with AIM BC 1 is required as specified MIL-STD-129 for all stock entering the military distribution system.

Modular causeway systems. Marking for CONUS shipments: Include consignee and consignor Any special markings will be provided by the contracting officer for the specific delivery order. For OCONUS shipments each modular causeway system will contain a placard that contains the following information: Address markings, Identification Markings, & contract data markings in accordance with MIL-STD-129. Not withstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air and water terminals to destination outside the USA will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129. The contractor agrees to use Government-supplied DD Form 1387-1(Military Shipping Labels) or DD Form 1387-1(Military Shipping Tags) for such shipments, appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by contracting officer. The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR AND WATER TERMINAL TRANS-SHIPMENT POINTS.

*** END OF NARRATIVE D 001 ***

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test each individual system (RRDF, CF, FC, WT), once ordered, in accordance with Purchase Description 2280, dated 18 July 2000, paragraph 4.3.2. At least 15 calendar days before the beginning of each individual first article test, the Contractor shall notify the PCO, in writing, of the time and location of the testing so that the Government may witness the tests. Upon successful completion of the tests specified for each individual system, first article test approval shall be granted for the individual system. First article test planning shall be based upon the RRDF system being ordered and delivered first.

(b) The Contractor shall submit the initial systems' (RRDF and WT) first article test reports within 300 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in that clause, or as otherwise proposed by the contractor and accepted by the Government, to the PCO, copy furnished the ACO, marked FIRST ARTICLE TEST REPORT: Contract No. ____ _____; Contract Line Item Number _____.
First article test reports for subsequent systems (CF and FC) are due 30 days prior to the hardware delivery date. Within 30 calendar days after the individual system's FAT report, the PCO shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase <u>all</u> material and components necessary to produce the production quantity.

(End of addendum)

E-4	52.209-4000 (TACOM)	NOTICES REGARDING FIRST ARTICLE TEST REQUIREMENT	FEB/1998

(a) The approved First Article item(s), as described elsewhere in Section C or E of this contract, WILL NOT be consumed or

destroyed in testing. (Where the approved First Article quantity will be consumed or destroyed in testing, it shall not be delivered as part of the contractually required quantity as set forth in the Schedule. The cost of the supplies so consumed or destroyed shall be included in the overall offer or contract price.)

(b) The approved First Article item(s) WILL serve as a manufacturing standard. (If the approved First Article quantity will serve as a manufacturing standard, it may be delivered as part of the contractual quantity with the last scheduled shipment as provided in Section B or F of the contract.)

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E-5 52.246-4024 (TACOM) SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS APR/2000

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

-- identify the test(s) you want deleted;
-- state the basis for your request;
-- include a list of configuration changes made;
-- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
-- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
-- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-6 52.246-4028 (TACOM) INSPECTION POINT: ORIGIN FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
Oldenberg Group Inc., 3600 Lake Shore Lane Oneida Rhinelander, WI 54501

_____
(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____

(Address)	(City)	(County)	(State)	(Zip)
Earl Industries 826 Mt. Vernon Avenue	Portsmouth,		VA	23707
Venture Dynamics 601 Jefferson Avenue,	Newport News		VA	23607

[End of Clause]

E-7 52.246-4029 (TACOM) ACCEPTANCE POINT: ORIGIN FEB/1998

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section F clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section E clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

[End of Clause]

E-8 52.246-4048 (TACOM) DRAWINGS FOR INSPECTION NOV/1982

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E.9 Quality System Requirements

E.9.1 Higher-level Contract Requirements: U.S. Army Tank automotive and Armaments Command (TACOM) Quality System Requirement: New Design, Design Control, Complex or Critical Item:

E.9.2 As the Contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve 1) defect prevention and 2) process control, providing adequate quality controls throughout all areas of contract performance.

E.9.3 Your quality system may be based on 1) International Quality Standards such as International Standards Organization (ISO) 9001, 2) Military 3) Commercial or 4) National Quality Standards. (Note: Systems such as ISO-9002 or comparable systems are unacceptable for this procurement.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

(x) ISO 9001
( ) Commercial Quality Standard QS 9000
( ) American National Standards Institute (ANSI) and American Society of Quality Control (ASQC) ANSI/ASQ Q 9001 series
( ) Other,
specifically _____

NOTE: If you check the "OTHER" block above, you must submit a description of your quality system as part of your response to the solicitation (See Section L, Instructions, Conditions and Notices to Offerors). Upon Contract award, the quality system description becomes part of the Contract.

E.9.4 Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance. At any point during contract performance, the government has the right to review the contractor's system to assess its effectiveness.

E.10 Government Furnished Property (GFP)

The contractor shall inspect all GFP to insure receipt of the property is in the correct quantities and functional. Receipt inspection

and records of examinations and test performed by the contractor shall be kept complete and readily available to the government during contract performance. Upon discovery of defective GFP, the contractor shall document the results of inspections, notify the Government Quality Assurance Representative (QAR) to verify defective GFP and shall furnish a Quality Deficiency Report (QDR), SF368 to the ACO and PCO describing the discrepancy, quantity of GFP affected and recommendation of disposition. A Supply Deficiency Report (SDR), also known as Report of Shipping and Packaging Discrepancies (ROD), will be completed only when the discrepancy is transportation related.

*** END OF NARRATIVE E 001 ***

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4000 (TACOM)	REQUIRED DELIVERY SCHEDULE	FEB/1998

(a) Our required delivery schedule is below.

(b) Please refer to the Section L provision entitled either INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION or CONTRACT AWARD. It says, in part, that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Contracting Officer will mail or otherwise furnish the successful offeror the award or notice of award no later than the day the award is dated. Compute the time available for performance beginning with the actual date of award, NOT the date you receive written notice from the Contracting Officer through the ordinary mail.

(c) You can accelerate delivery:
after First Article approval, with Procuring Contracting Officer approval.

(d) See Section B (the Schedule) for more information about delivery, including:
-- Military Standard Requisition and Issue Procedures (MILSTRIP) document numbers,
-- Total quantity of deliverable items, and
-- Item destinations.

(e) REQUIRED DELIVERY SCHEDULE

RRDF = Roll-on/Roll-off Discharge Facility
CF = Causeway Ferry
FC = Floating Causeway
WT = Warping Tug

CFBE = Combination Ferry Beach End

SYSTEM	CLIN	DAYS AFTER CONTRACT/DELIVERY ORDER AWARD
RRDF	0011	420
Future RRDF Order	0012-0013	300
RRDF FAT	0014	300
CF (Note 2)	0021-0023	270
CF FAT (Note 2)	0024	240
FC	0031-0033	390
FC FAT	0034	360
WT (Note 2)	0041-0043	270
WT FAT (Note 2)	0044	240
LEFT END RAKE (Note 1)	0051-0053	120
RIGHT END RAKE (Note 1)	0061-0063	120
CENTER END RAKE (Note 1	0071-0073	120
CENTER MODULE (Note 1)	0081-0083	120
CFBE (Note 1)	0091-0093	120

Note 1 - Paragraph f and g below are not applicable to these items. The delivery of these items will be overlayed on other requirements.

Note 2 - An order for WT(s) or CF(s) may occur simultaneously with a RRDF or FC order. In the event that this situation occurs, the delivery order for the WT/CF will reflect the delivery schedule of the RRDF or FC and paragraphs f and g below will not be applicable for the WT/CF portion of the delivery order.

(f) In the event that more than one system is placed on a single delivery order, the delivery requirements stated above in paragraph (e) shall be utilized in a heel-to-toe manner except as noted in paragraph e above. For example, an order for a FC and a CF would result in deliveries of 390 and 480 days after award, respectively.

(g) Except as noted in paragraph e above, the delivery schedule of any new order placed, where there is an undelivered order, shall fall on the heels of that undelivered order. For example, a delivery order is scheduled to be completed 100 days after the award of a second delivery order. A FC on the second delivery order would be scheduled for delivery 490 days after award (100 days until the completion of the first order plus 390 days production) specified in paragraph (e) above.

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F-9 52.242-4002 ACCELERATED DELIVERY SCHEDULE FOR FIRST ARTICLE WAIVER FEB/1998
(TACOM)

(a) All offerors are required to submit offers conforming to the delivery schedule as set forth in the clause of this Section F entitled REQUIRED DELIVERY SCHEDULE.

(b) However, if the successful offeror is granted a waiver of ALL First Article Tests contained elsewhere in this contract (see Section E), the delivery schedule set forth below shall replace the schedule set forth in the clause entitled REQUIRED DELIVERY SCHEDULE, and shall become the delivery schedule required in the resulting contract.

(c) In the event waiver is granted for only a portion of FAT requirements, the Government will negotiate a revised delivery schedule with the offeror on the basis of the limited waiver.

(d) If the successful offeror does not obtain waiver of ALL First Article Tests, the delivery schedule cited in the clause entitled REQUIRED DELIVERY SCHEDULE shall apply, and this clause shall be deleted from the resulting contract.

e. See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for a description of the factors to be used in the Government's evaluation of accelerated delivery schedules.

REQUIRED DELIVERY SCHEDULE IF FIRST ARTICLE TESTING IS WAIVED

Roll-On/Roll-Off Discharge Facility (RRDF):	330 days after contract/delivery order award
Causeway Ferry (CF):	240 days after contract/delivery order award
Floating Causeway (FC):	390 days after contract/delivery order award
Warping Tug (WT):	240 days after contract/delivery order award

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F-10 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

__ZERO__ percent increase; and
__ZERO__ percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-11 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT OCT/1994
(TACOM)

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

(1) Government Bill(s) of Lading or US Postal Services;

(2) Commercial Bill(s) of Lading converted to Government Bill(s) of Lading at destination;

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

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

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(3) Authorization to ship Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days before the materiel is ready for shipment. The Contractor must prepare and address the forms as directed by the Administrative Contracting Officer (ACO) or

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

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999

(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	MAR/2000
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996

H-15 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one year after contract, unless option periods are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

H-16 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

Roll-On/Roll-Off Discharge Facility (RRDF), 2 each
Causeway Ferry (CF), 2 each
Floating Causeway (FC), 2 each
Warping Tug (WT), 4 each
Left End Rake Module, 28 each
Right End Rake Module, 28 each
Center End Rake Module, 28 each
Center Module, 42 each
Causeway Ferry Beach End Module, 18 each

(2) Any order for a combination of items (RRDF, CF, FC, WT) in excess of 10.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

H-17 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 1/2 years after contract award.

(End of clause)

H-18 52.217-4002 (TACOM) OPTIONS FOR ADDITIONAL QUANTITIES AND FOR EXTENSION IN CONTRACT TERM - SEPARATELY PRICED LINE ITEM JAN/1997

(a) The Government reserves the right to extend the effective period of the contract for as many as two one-year increments. Each option, if exercised, will extend the contract's effective period for one year. These options are successive, and the second option period cannot be exercised unless the first option period is exercised. The government is under no obligation to exercise any option period extension.

(b) The first option period may be exercised by the Government at any time, but not later than the Roll-On/Roll-Off Discharge Facility final first article approval plus 364 days.

(c) The second option period may be exercised by the Government at any time after the first option has been exercised, but not later than final first article approval plus 728 days after the date of contract award.

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H-19 52.242-4020 (TACOM) REQUIRED VERIFICATION OF DESTINATIONS FEB/1985

The Contractor will verify destinations set forth in this contract at the time Government Bills of Lading or Commercial Bills or Lading are requested, or at the time that Commercial Bills of Lading are issued. Verification will be requested through the Administrative Contracting Officer (AC0) to the US Army Tank-automotive and Armaments Command, Attn: AMSTA-LC-CJEB, Warren, MI 48397-5000.

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H-20 52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE MAY/2000

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order

via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

H-21 52.246-4026 (TACOM) LOCAL ADDRESSES FOR DD FORM 250 APR/2000

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

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and

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

(c) Submit each DD 250 separately.

[End of Clause]

H.22 Partnering

a. In an effort to most effectively accomplish the objectives of this program, the Government proposes to participate in a concept called "Partnering" with the Contractor.

b. Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and Industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

c. After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process and to what extent. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

d. The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

e. This effort will be bilateral in make-up and any costs associated with this process shall be identified and agreed to after contract award. Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide, "Partnering for Success", which can be located on the AMC Home Page (http://www.amc.army.mil/amc/command_counsel/partnering.html).

*** END OF NARRATIVE H 001 ***

H.23 CONTRACTOR RESPONSIBILITY FOR AR 700-142 MATERIAL RELEASE COMPLIANCE

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal "Material Release" prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a "new item". In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.

b. Contractors play a crucial role in a successful material release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract delivery schedule for the preparation and acceptance of the data and documents required to obtain a full material release prior to fielding of the equipment.

c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially. Failure to provide the needed capability damages the Army's ability to perform its mission, and causes financial loss because of disrupted training schedules and storage costs due to inability to field.

d. The Contractor is hereby advised that failure to provide timely and accurate information and hardware as required by the contract which is necessary for the material release process may be cause for refusal of acceptance of hardware end items required hereunder. The Government will assume no liability for any costs associated with such refusal. Acceptance of hardware end items may not proceed until the contractor fully complies with all data requirements under the contract necessary to complete a full AR 700-142 Material Release. Furthermore, any contractually authorized or other delay in delivery of data and information will be accompanied by a corresponding delay, at the Government's option, in delivery of hardware items, such that the interval between the delivery of data and information and the hardware end item is maintained as originally written.

e. Finally, failure to deliver information and data as required hereunder will trigger withholding under the "Limitation on Withholding of Payments" clause (FAR 52.232-9) in the amount of $250,000 for each deliverable not accepted per the contract.

*** END OF NARRATIVE H 002 ***

H.24 DISCOUNT ORDERING PROVISION

a. The intent of this clause is to provide a means to allow the Government to benefit from cost savings that may be gained from volume discounts resulting from multiple orders within a short period of time.

b. In the event that any combination of more than one system (RRDF, CF, FC or WT) is awarded on the same day, this discount ordering provision shall apply. The unit price of each system in Section B shall be adjusted to reflect a discounted price. The discount price is determined by applying the percentages listed below (ADJUSTMENT CHART) to the prices stated in Section B of the basic contract for the ordering period.

For example, Section B unit prices of $100 (RRDF) and $200 (CF) discounted by 2% would result in discounted prices of $98 (RRDF) and $196 (CF).

ADJUSTMENT CHART

2 RRDFs	_____0.63__% Discount
RRDF and CF	_____ 0.00__% Discount
RRDF and FC	_____0.00__% Discount
RRDF and WT	_____0.00__% Discount
2 CFs	_____1.72__% Discount

CF and FC	_____0.00__% Discount
CF and WT	_____0.00__% Discount
2 FCs	_____0.31__% Discount
FC and WT	_____0.00__% Discount
2 WTs	_____2.63__% Discount
3 WTs	_____3.50__% Discount
4 WTs	_____3.94__% Discount

Any blank, unspecified or incomplete entry on the chart will be assumed to be zero.

c. In the event that 3 or more systems are subject to an adjustment under this clause (other than the 3 or 4 WTs listed above), the discount percentage associated with the two most expensive systems, based upon the prices stated in Section B of the basic contract for the ordering period, will be applied to all the systems.

*** END OF NARRATIVE H 003 ***

H.25 Warranty

The contractor shall identify and pass through to the Government any commercial warranty for the components/parts/modules/sections of the modular causeway systems. The contractor shall act as the single point of contact for the user with regard to these warranties and shall maintain a database of warranty transactions.

*** END OF NARRATIVE H 004 ***

H.26 Non-Recurring Cost Clause

The CLINs of this contract have been organized to identify non-recurring costs for performance of this effort under the first year CLIN for each system. It is the intent of the parties that the Contractor be reimbursed for non-recurring costs only in the price of the first system of each configuration ordered by the Government. Therefore, only the unit price of the first system ordered will include the identified non-recurring costs. The unit prices for all other systems of the same configuration, whether ordered in the first program year or later, will not include these costs. Accordingly, the Contractor has identified its non-recurring costs for each system under CLINs 0011, 0021, 0031, and 0041, and added those costs to the corresponding unit prices for those CLINs.

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*** END OF NARRATIVE H 005 ***

H.27 Restriction On Acquisition Of Foreign Anchor And Mooring Chaim (Dec 1991)

(a) Welded shipboard anchor and morring chain, four inches in diameter and under, delivered under the contract--

(1) Shall be manufactured in the United States, including cutting, heat treating, quality control, testing, and welding (both forging and shot blasting process); and

(2) The cost of the components manufactured in the United States shall exceed 50 percent of the total cost of components.

(b) The Contractor may request a waiver of this restricition if adequate domestic supplies meeting the above requirements are not available to meet the contract delivery schedule.

(c) The Contractor shall include this clause, including this paragraph (c), in all subcontracts, unless the items acquired contain none of the restricted welded shipboard anchor and mooring chain.

*** END OF NARRATIVE H 006 ***

SECTION I - CONTRACT CLAUSES

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 address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
I-1		*** THIS REFERENCE (IF0011) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	MAR/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-29	52.223-6	DRUG FREE WORKPLACE	MAR/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-31	52.225-10	DUTY-FREE ENTRY	APR/1984
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227-3	PATENT INDEMNITY	APR/1984
I-35	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-36	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (ALT. II, dated June 1989)	JAN/1997
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-38	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	MAR/2001
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-47	52.233-1	DISPUTES	DEC/1998
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-50	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995

	Regulatory Cite	Title	Date
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	OCT/1997
I-55	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-56	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-57	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-58	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-69	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-70	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-71	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-72	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-73	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-77	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-78	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-79	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-80	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-81	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-82	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-83	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-84	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-87	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-88	52.225-8	DUTY-FREE ENTRY	FEB/2000

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end

products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation ``UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.'';

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $10,000 may be imported into the customs territory of the United States.

[End of Clause]

I-89 52.223-11 OZONE-DEPLETING SUBSTANCES MAR/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-90 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAR/2001

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

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,ooo,ooo for contruction 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 (FEB 1999)(E.O. 11246);

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-91 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-92 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

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

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code
have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com .

[End of Clause]

I-93 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995

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

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the

Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

[End of Clause]

I-94 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(end of clause)

I-95 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)			
Exhibit B	DATA ITEM DESCRIPTIONS (DIDS)			
Exhibit C	PAST PERFORMANCE QUESTIONNAIRE			COURIER
Attachment 001	PURCHASE DESCRIPTION ATPD 2280	18-JUL-2000	054	
Attachment 002	COMMERCIAL OFF-THE-SHELF (COTS)	30-SEP-2000	003	
Attachment 003	UNIT DIRECT SUPPORT & GENERAL SUPPORT	30-SEP-2000	006	
Attachment 004	OPERATOR'S MANUAL	30-SEP-2000	007	
Attachment 005	TECHNICAL MANUAL	30-SEP-2000	001	

The Contract Data Requirements List (CDRLs) is not available within this electronic solicitation. The CDRLs can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.

The Data Item Descriptions (DIDs) is not available within this electronic solicitation. The DIDs can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.

The Past Performance Questionnaire, which is required by L.5.1 is not available within this electronic solicitation. The Past Performance Questionnaire can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.

The Purchase Description ATPD 2280 is not available within this electronic solicitation. The PD can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.