

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 of 56
2. Contract No.	3. Solicitation No. DAAE07-03-R-T111	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003FEB21	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-AQ-ADEBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)	

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2003MAR03 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARCIA CZAR E-mail address: CZARM@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586)574-6278
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment 
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) 	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
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A-1	52.204-4007 (TACOM)	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE JUL/1999
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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-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING MAR/2001
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

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

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

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

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

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

[End of Clause]

EXECUTIVE SUMMARY

This Request for Proposals (RFP) is a solicitation for offers to perform a 90 day vessel lease with options for vessel modifications in accordance with the scope of work herein. There are three 90 day lease option periods.

The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal will be most advantageous to the Government, technical and price considered. Note that the Government intends to award a contract without discussions. Therefore, offerors proposal must be comprehensive, fully responsive to the information requested in the solicitation and reflect the offerors best price.

Offerors are urged to review carefully performance, price, and schedule requirements of this solicitation. Particular attention is drawn to Section L, which instructs the offeror how to present its proposal. Section M sets forth the award criteria and the basis for contractor selection.

Offerors must be able to perform all of the vessel modifications (including Optional Crew Habitability and Optional System Requirements) in Section C. (See Option Clause H.4.2.) Prices must be provided for each Contract Line Item in Section B. In addition, proposed delivery dates must be provided for each Optional Crew Habitability and Optional System Requirement.

The vessel MUST be delivered to Corpus Christi, Texas by 9 May 03. The Army crew will receive training on the vessel during its delivery voyage. Since failure to deliver the vessel by 9 May 03 will result in significant additional costs to the Government, the contractor will be assessed a penalty of \$25,000 per day if the contractor fails to deliver in accordance with this schedule. (See Clause H.3.15.)

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Due to the Inspection/Acceptance requirements in paragraph H.3.1, the Technical Area Volume is due by 2:00 PM local time on 3 March 2003. The Price Area and Representations and Certifications/Proposal Terms and Conditions Volumes are due by 2:00 PM local time on 24 March 2003. Failure to submit any volume by the required date and time will result in rejection of your proposal in accordance the Late Submissions, Modifications, and Withdrawals Provision of this RFP.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>BASIC VESSEL LEASE 90 DAYS</u></p> <p>Reference Section C.2.A Required Delivery: 9 May 03</p> <p>(End of narrative B001)</p>				_____
0001AB	<p><u>BASIC LEASE INSURANCE 90 DAYS</u></p> <p>Reference Section H.3.14</p> <p>(End of narrative B001)</p>			_____	
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>FIRST VESSEL LEASE OPTION 90-DAYS</u></p> <p>Reference Section H.4</p> <p>(End of narrative B001)</p>				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>FIRST VESSEL LEASE OPTION - INSURANCE</u></p> <p>Insurance 90 days Reference Section H.3.14</p> <p>(End of narrative B001)</p>				
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>SECOND 90-DAY VESSEL LEASE - OPTION</u></p> <p>Reference Section H.4</p> <p>(End of narrative B001)</p>				
0003AB	<p><u>SECOND 90-DAY INSURANCE - OPTION</u></p> <p>Reference Section H.3.14</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>THIRD 90-DAY LEASE - OPTION</u></p> <p>Reference Section H.4</p> <p>(End of narrative B001)</p>				<p>_____</p>
0004AB	<p><u>THIRD 90-DAY INSURANCE - OPTION</u></p> <p>Reference Section H.3.14</p> <p>(End of narrative B001)</p>			<p>_____</p>	
0005	<p><u>Supplies or Services and Prices/Costs</u></p> <p>SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>MESS AND GALLEY FACILITIES</u></p>				

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Reference C.2.B.1 Proposed Delivery _____ (Days after Award) (End of narrative B001)				_____
0005AB	<u>MEDICAL</u> Reference C.2.B.2 Proposed Delivery _____ (Days after Award) (End of narrative B001)				_____
0005AC	<u>SANITARY FACILITIES</u> Reference C.2.B.3 Proposed Delivery _____ (Days after Award) (End of narrative B001)				
0005AD	<u>LAUNDRY</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Reference C.2.B.4 Proposed Delivery _____ (Days after Award) (End of narrative B001)				_____
0006	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified				
0006AA	<u>POTABLE WATER REQUIREMENTS</u> Reference Section C.2.C.1 Proposed Delivery _____ (Days after Award) (End of narrative B001)			_____	
0006AB	<u>SEWAGE SYSTEMS</u> Reference C.2.C.2 Proposed Delivery _____ (Days after Award) (End of narrative B001)				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	<p><u>COLOR SCHEME</u></p> <p>Reference C.2.C.3 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AD	<p><u>RADIOS BEYOND REGULATORY REQUIREMENTS</u></p> <p>Reference C.2.C.4 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AE	<p><u>ACTIVE RIDE CONTROL SYSTEM</u></p> <p>Reference C.2.C.5 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	<p><u>VOLTAGE CONVERTERS</u></p> <p>Reference C.2.C.6 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AG	<p><u>STOWAGE</u></p> <p>Reference C.2.C.7 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AH	<p><u>NAVIGATION SYSTEM</u></p> <p>Reference C.2.C.8 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AJ	<p><u>OPERATIONAL & TRAINING SUPPORT</u></p> <p>TECHNICAL REPRESENTATIVES 1 HSC Type Rated Master 1 HSC Type Rated Chief Engineer Reference Section C.2.C.9 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>			_____	
0006AK	<p><u>DRY DOCKING</u></p> <p>Reference C.2.C.10 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AL	<p><u>HVAC SYSTEM</u></p> <p>Reference C.2.C.11 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AM	<p><u>WEAPON & AMMUNITION STOWAGE FOUNDATIONS</u></p> <p>Reference C.2.C.12 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AN	<p><u>INMARSAT</u></p> <p>Reference C.2.C.13 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AP	<p><u>SHIP'S OFFICE</u></p> <p>Reference C.2.C.14 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AQ	<p><u>SPECIAL LIGHTING</u></p> <p>Reference C.2.C.15 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				_____
0006AR	<p><u>COMFORT SPACE</u></p> <p>Reference Section C.2.C.16 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>			_____	
0006AS	<p><u>MESS & GALLEY</u></p> <p>Reference Section C.2.C.17 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>			_____	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AT	<p><u>VEHICLE DECK SPIGOTS & COMPRESSED AIR SYSTEM</u></p> <p>Reference Section C.2.C.18 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				
0006AU	<p><u>VEHICLE DECK POWER</u></p> <p>Reference Section C.2.C.19 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				
0006AV	<p><u>SHORE-BASED POWER</u></p> <p>Reference Section C.2.C.20 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AW	<p><u>SELF-DEPLOYMENT</u></p> <p>Reference Section C.2.C.21 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				
0006AX	<p><u>OPERATIONAL & TRAINING SUPPORT</u></p> <p>TECHNICAL REPRESENTATIVES 1 ONBOARD ELECTRICAL/MECHANICAL/ HYDRAULIC TECHNICIAN AND 1 MAIN ENGINE TECHNICIAN Reference Section C.2.C.22 Proposed Delivery _____ (Days after Award)</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

C.1 This statement of work defines the effort required for the lease of the I Corps Vessel.

C.2 VESSEL REQUIREMENTS. The contractor shall provide a vessel for lease and the vessel shall have the following requirements:

C.2.A PERFORMANCE REQUIREMENTS.

1) CARGO CAPACITY / RANGE / SPEED. The I Corps Vessel shall be able to load and secure 14 Stryker combat vehicles and 2 HMMWV vehicles and 177 troops and their personnel equipment (135 kg per man and equipment) and be able to transit 300 nm at an average speed of at least 35 knots. The transit shall also be based on a significant wave height of 1.5 meter and a head wind speed of 16 knots with full potable water and lube oil. The required transit (300 nm) shall be based on a twenty percent fuel margin (vessel shall finish mission with fuel equal to twenty percent of that consumed during the transit).

2) CARGO LOADING AND SECURING. The vessel shall have an organic ramp for loading vehicles. The ramp shall be able to operate from a pier height of 0.5 to 3.0 meter with at a ramp angle of 12 degrees or less. The ramp shall be equipped with traction bars and non-skid painting. Deck tie-down fittings and lashing shall be provided for the required vehicle load. The equivalent of at least (4) lashings and associated tie-down fittings with a minimum breaking strength of 100,000 newtons shall be provided for each Stryker. The equivalent of at least (4) lashings and associated tie-down fittings with a minimum breaking strength of 40,000 newtons shall be provided for each HMMWVs. The tie-down fittings shall be arranged to provide effective longitudinal and transverse restraint.

3) LENGTH AND NAVIGATION DRAFT RESTRAINTS. The overall length of the vessel shall be less than 121 meters. The overall length of the beam shall not exceed 32.3 meters. The navigational draft in the departure condition corresponding to the C.2.A.1 shall be less than 4.6 meters.

4) SELF-DEPLOYMENT. The vessel shall also be able to self-deliver (not carried on a ship) to the contract acceptance site. Bladders and other external tanks may not be used in the self-deployment.

5) BERTHING. Vessel must be equipped with no less than 30 berths for military crewmembers. Partitions shall separate 8 officer berths from enlisted berths. The crew berthing shall, to the extent possible, support a mixed crew (male and female). Vessel shall be equipped with no less than 4 berths to accommodate 4 technical representatives. Each berth shall be supplied with 2 complete sets of appropriate bedding (sheets, blankets, pillows, and pillowcases). There shall be an additional 10% quantity of bedding to allow for damage and hospital usage. Dedicated stowage for the bedding shall be provided. Privacy screens and light barriers shall be provided as required for privacy and to darken spaces. Each berth shall have at least 0.6 meter of hanging space and 0.6 cubic meters of lockable drawer and locker stowage. The crew and technical representative accommodations shall be segregated from the troop area to the maximum extent practical.

6) CLASSIFICATION AND REGULATORY REQUIREMENTS. The vessel shall be flagged under the US Military Flag (DoD) to operate as a registered military in service craft, in accordance with the High Speed Craft Code and Det Norske Veritas (DnV) HSLC Rules or equivalent. The vessel shall provide the following Declarations / Certifications upon delivery of the vessel:

Declaration of Compliance to International Convention of Load Lines
Declaration of Compliance to International Tonnage Convention.
Declaration of Compliance to MARPOL Annex IV.
Declaration of Compliance to High Speed Craft Code (including a record of equipment)
Declaration for the Carriage of Dangerous Goods to the International Maritime Dangerous Good Code (IMDG).
Suez Canal Tonnage Document
Panama Canal Tonnage Document.
Interim Class Certificate

The vessel shall be issued a DnV Class Notation of +1A1 R1 HSLC or equal.

7) CONTRACTOR MAINTENANCE SUPPORT. a) The contractor shall perform all required maintenance of the vessel throughout the terms of this lease. This maintenance of the entire vessel in a good state of repair and efficient operating condition shall be in accordance with good commercial practice.

b) The contractor shall provide all required spare parts, which will be utilized by the vessel during the lease period. A list of this inventory of spare parts on the vessel shall be provided to the Government with the offerors proposal.

c) The contractor shall provide all voyage and other repairs to the vessel. The Government shall provide timely notice to the contractor that repair is needed and the contractor must have someone on the ground within 48 hours if the port is within the continental USA and 72 hours outside the continental USA in order to make the repair.

8) CREW/VESSEL OPERATION FAMILIARIZATION TRAINING. The contractor shall provide all personnel familiarization training in the Vessel's

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system operations, safety system, deck systems operations and associated cargo-handling systems operations. The Government will fly the Army crew to the location of the vessel so that this training can be accomplished during the vessel transport to the destination specified in the Section F delivery schedule.

9) PROHIBITED ITEMS. The vessel shall not have advertisements, decorations, logos, etc. of a promotional nature readily visible on the outside and inside of the vessel. Gambling equipment shall not be on the vessel. Alcoholic dispensers and alcoholic beverage depictions or visible references shall not be on the vessel.

C.2.B OPTIONAL CREW HABITABILITY REQUIREMENTS. The following items may be added to the contract at the Governments option pursuant to the option clause at H.4.

1) MESS AND GALLEY FACILITIES. A galley and mess facilities shall be provided for the crew and technical representatives. The facilities shall be segregated from the troop area as far as practicable. Stowage shall be provided for a 15-day supply of dry, chilled and frozen consumables. The galley shall include a scullery. Seating shall be provided for 20 in the mess. The galley and mess areas shall be fully outfitted. Major equipment shall include, but not be limited to:

- Stand alone boiling water
- Convection oven
- Range with griddle and extractor hood
- Service refrigerator and freezer in galley
- 1500 watt microwave
- Manual can opener
- High capacity toaster
- Ice machine
- 3-burner coffee maker (hard-piped) in mess
- Serving/warming table in mess
- 3 compartment sink for washing pots (w/ heated final rinse)
- Stainless steel counter tops for food preparation

2) MEDICAL. Vessel must have a medical space for emergency treatment / quarantine which shall include the following: commode, lavatory, shower, refrigerator with temperature alarm and lock, medical cabinet for supplies and hazardous medical waste stowage container.

3) SANITARY FACILITIES. Sanitary facilities shall be provided for the crew, technical representatives, and troops. As far as practicable, the sanitary facilities for the crew and technical representatives shall be segregated from the troops. The sanitary facilities shall be designed for a mixed population (male and female). A minimum of 6 commodes, 3 urinals and 7 lavatories shall be provided for the troops. A minimum of 4 commodes, 2 urinals, 6 showers, and 6 lavatories shall be provided for the crew and representatives.

4) LAUNDRY. A minimum of two washers and dryers shall be provided for the crew and technical representatives use.

C.2.C OPTIONAL SYSTEM REQUIREMENTS. The following items may be added to the contract at the Governments option pursuant to the option clause at H.4.

1) POTABLE WATER REQUIREMENTS. The vessel shall have at least 10,000-liter potable water stowage capacity and possess a water making capacity of no less than 2 x 7,500 liters per day. The potable water system shall include inline and batch water treatment and sterilization. The total hot water heating capacity shall be at least 18 kw.

2) SEWAGE SYSTEMS. The vessel shall have a minimum of 10,000 liter holding tank(s) and the capability to discharge Collection Holding and Transfer Tank (CHT) and gray water overboard and to standard pier-side discharge outlets. Outlets shall be fitted for standard quick disconnect (cam-lock) fittings. A minimum of two 75-foot lengths of collapsible rubber hose (each) shall be provided to offload sewage and gray water to shore facility. Facilities shall be provided for hose flushing.

3) COLOR SCHEME. If painted, the vessel exterior shall be painted hazed gray or brushed aluminum above boot topping. Any and all commercial logos, distinctive markings and / or decorative paint schemes shall be removed. Unpainted aluminum exterior structure above the boot top is acceptable if the bare metal has been treated to minimize glare. The vessel shall not have bottom paint, which is in violation of laws for vessels operating in United States waters.

4) RADIOS BEYOND REGULATORY REQUIREMENTS. The vessel shall have a GMDSS capable of operating in SEA AREA 1, AREA 2 and AREA 3. The GMDSS system shall include at least one MF/HF transceiver. The vessel shall provide space and power on the bridge for the AN/VRC-92 Long Range/Long Range transceiver set to be installed after delivery by the Government. The AN/VRC-92 LR/LR weighs approximately 90 lbs and requires a space reservation of 26Wx11Hx18D. Space for two speakers LS-671/VRC located near the AN/VRC-92 shall be provided 16Wx10H bulkhead mounted. The speaker space shall be located to allow easy access to the attached handset. The contractor shall provide antenna mounts for two VHF antennas AS-3900A/VRC or AS-3916/VRC (both antennas can use the same mount). The antenna mounts shall have a

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minimum separation of four feet from other antennas and structures. The AN/VRC-92 LR/LR requires 28 VDC (nominal) at 15 amps. The AN/VRC-92 shall be protected with a double pole circuit breaker and be isolated from the ship DC system by either a DC-DC isolated converter or a AC-DC isolated converter.

- 5) ACTIVE RIDE CONTROL SYSTEM. The vessel shall be equipped with an active ride control system.
- 6) VOLTAGE CONVERTERS. Voltage converters shall be provided for 110-120 VAC power if the vessel does not have 110-120 VAC circuits throughout the vessel. A minimum of (60) 85 watt, or higher, converters and (10) 1600 watt, or higher, converters shall be provided. The converters shall be able to accept standard US electrical plugs.
- 7) STOWAGE. Stowage shall be provided for all outfit, supplies and spares required to be on the vessel.
- 8) NAVIGATION SYSTEM. The vessel's navigation system shall be capable of reading CM93-3 charts. The maps shall provide world coverage with a one-year subscription.
- 9) OPERATIONAL AND TRAINING SUPPORT (TECHNICAL REPRESENTATIVES). The contractor shall provide English speaking technical representatives to provide operational and training support for the duration of the lease. The technical representatives shall include one HSC Type Rated Master who shall be certified to type rate the military Marine Deck Officers and navigators; one HSC Type Rated Chief Engineer who shall be certified to type rate vessels Marine Engineer Officers.
- 10) DRY DOCKING. The contractor shall perform scheduled dry-docking, if it is required during the period of this lease. The dry-docking will include, but not be limited to, the following: 1) all hull and machinery repair work which must be undertaken in order for the vessel to comply with recognized classification society requirements; 2) Class surveyors and all other classification society expenses associated with dry-docking and repairs..
- 11) HVAC SYSTEM. The heating, ventilation, air conditioning, (HVAC) system shall be balanced or zoned for the vessel in the delivered condition.
- 12) WEAPON AND AMMUNITION STOWAGE FOUNDATIONS. Foundations shall be provided for small arms and small arms ammunition locker(s).
- 13) INMARSAT. The vessel shall be provided with an INMARSAT unit capable of high-speed voice and data transmissions .The transceiver and handset for the INMARSAT unit shall be located in the ships office. The unit shall be configured to work with the computer workstations on the vessel bridge.
- 14) SHIP'S OFFICE. A ship's office shall be provided. The space shall have at a minimum; four desks with drawers, four chairs for the desks, two guest chairs, two computer workstations, the equivalent of 12 lockable legal size file cabinet drawers, four meters of book shelves, and coffee maker, with stand and stowage for coffee supplies. A safe with minimal internal dimensions of 300x300x400 mm shall be provided.
- 15) SPECIAL LIGHTING. Red lighting shall be provided in the passenger areas to facilitate movement when the main lighting is turned off or dimmed for passenger rest.
- 16) COMFORT SPACE. A comfort space shall be provided for persons suffering seasickness. The space shall have sanitary facilities to accommodate a minimum of 10 persons vomiting at one time. The space shall have its own independent exhaust ventilation.
- 17) MESS AND GALLEY. The following items shall be provided: trash compactor with minimal capacity of 140 liters, meat slicer, bench top mixer, steam jacketed kettle, food preparation sink, hand washing sink, and rinse station with garbage disposal. A television, VCR (NTSC) and DVD shall be provided for the mess area for crew entertainment. A whiteboard and bulletin board shall be provided and located in close proximity to the mess area.
- 18) VEHICLE DECK SPIGOTS AND COMPRESSED AIR SYSTEM. The vessel shall have a minimum of three cold potable water spigots for equipment wash-down; and low-pressure air systems for operation of pneumatic tools throughout the vehicle deck.
- 19) VEHICLE DECK POWER. The vessel shall have at least six evenly spaced electrical outlets in the vehicle deck for a total electrical load of 220V, 50 amps (minimum), at 60 Hz.
- 20) SHORE-BASED POWER. The vessel must have compatibility with U.S. Shore power systems (220 / 240 VAC 60 HZ).
- 21) SELF-DEPLOYMENT. The vessel shall be able to self-deploy 2,400 NM with a minimum speed of at least 15 knots. Self-deployment is without cargo and troops. The transit shall also be based on a significant wave height of 1.5 meter and a head wind speed of 16 knots with full potable water and lube oil. The required transit (2,400 nm) shall be based on a twenty percent fuel margin (vessel shall finish mission with fuel equal to twenty percent of that consumed during the transit).
- 22) OPERATIONAL AND TRAINING SUPPORT (TECHNICAL REPRESENTATIVES). One onboard electrical/ mechanical / hydraulic technician and one

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main engine technician shall be provided for the duration of the lease to provide technical expertise and assistance for the crew.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-2	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]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-4009 (TACOM)	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	MAY/2000

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(2) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at port authority.

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from port authority and delivery to final destination.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite _____ Title _____ Date _____

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

(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)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-2	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-3	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-4	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-5	252.225-7023	RESTRICTION ON ACQUISITION OF VESSEL PROPELLERS	DEC/2000
H-6	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-7	252.246-7001	WARRANTY OF DATA	DEC/1991
H-8	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-2 FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAR 2001)

Several provisions below have been tailored pursuant to FAR 12.302(a). Others normally appearing within this clause are located in the list and text of the Lease General Terms and Conditions, located in paragraph H.3.

ASSIGNMENT. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

CHANGES. The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, including, but not limited to, vessel modifications specified within Section C hereof, or to the place of delivery specified herein. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, the parties shall negotiate an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly. Failure to agree to any adjustment shall be a dispute under the Disputes clause, however, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

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

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contract.

DEFINITIONS. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

EXCUSABLE DELAYS.

(See Lease General Terms and Conditions H.3)

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125,

Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

PAYMENT. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

TAXES. The contract price includes all applicable taxes and duties of the Contractor's governmental jurisdictions.

TERMINATION FOR THE GOVERNMENT'S CONVENIENCE. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In addition, the Government shall immediately take all steps necessary to effect redelivery of the vessel to the Contractor, as per Redelivery clause at H.3.11. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the remaining term of the contract from date of notice of termination to lease end, plus reasonable charges including finance charges, the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any percentage of the lease payments or work performed or costs incurred which reasonably could have been avoided.

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

OTHER COMPLIANCES. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

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

(s) ORDER OF PRECEDENCE. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following

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order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clauses at DFARS 252.212-7001 and FAR 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
- (End of Clause)

H.3 LEASE GENERAL TERMS AND CONDITIONS:**H.3.1 INSPECTION/ACCEPTANCE (Tailored pursuant to FAR 12.302(a)).****Inspection/Acceptance**

a) Surveys. The Contractor and Government shall each appoint surveyors at their own expense for the purpose of determining and agreeing in writing to the condition of the vessel at the time of delivery and redelivery hereunder. The delivery survey shall commence immediately prior to delivery of the vessel at Corpus Christi, Texas and shall take no longer than three days to complete. The vessel shall not be placed on-hire until inspection is completed, and the contracting officer or her authorized representative accepts the vessel. Upon completion of the survey, the contracting officer shall either accept the vessel and begin hire; reject the vessel if the contracting officer determines that the vessel is not as warranted or otherwise does not comply with the requirements of Section C herein; or conditionally accept the vessel subject to correction of any deficiency within a reasonable period of time, provided, that conditional acceptance shall occur only if the deficiency or nonconformance is of a minor nature, and does not interfere substantially with the Government's usage of the vessel. Upon redelivery of the vessel to the Contractor, the Contractor and Government shall each appoint surveyors, again at their own expense, to determine whether the vessel is redelivered in accordance with the applicable provisions herein. The redelivery survey shall be conducted while the vessel is still on-hire. The On-Hire and Off-Hire surveys shall include a survey of the underwater hull areas to be conducted at a minimum, by a diver appointed by the Contractor and a diver appointed by the Government.

b) Inventory. A complete inventory of the Vessel's entire equipment, outfit, appliances and all consumable stores on board the Vessel shall be made by the Government in conjunction with the Contractor on delivery and again on redelivery of the Vessel. At the time of delivery and redelivery, the Government and the Contractor, respectively, shall assume responsibility for all bunkers, lubricating oil, water and provisions, paints, oils, ropes and other consumable stores in the Vessel at the then current market prices at the ports of delivery and redelivery respectively.

H.3.2 DELAY.

The Contractor shall be considered in default for any delay in performing this contract unless circumstances causing the delay are beyond the reasonable control of the Contractor and without its fault or negligence. Such circumstances include acts of God or the public enemy, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process, but only if bond is promptly furnished to release the vessel; acts of the Government in either its sovereign or contractual capacity; fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, blockade, riot, or insurrection. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith. The Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. None of the exceptions identified in this provision shall affect the Contractor's warranties concerning the condition of the vessel.

H.3.3 DELIVERY.

a) The vessel and all associated equipment shall be delivered to the Government at Corpus Christi, TX not later than 1600 hours local time.

The Contractor must give written notice of readiness during office hours to the appropriate Government representative at the place of delivery on a working day. The Government shall commence inspecting the vessel within a reasonable amount of time thereafter, but no longer than 24 hours after proper tender of the notice of readiness, excluding non-working day hours. Hire shall commence upon acceptance of the vessel by the Government, but not before the delivery date stated in the schedule, unless approved in writing in advance by the Contracting Officer.

b) The vessel and all associated equipment shall be seaworthy, equipped and supplied in accordance with the statement of work detailed in Section C of this contract. The vessel will also be in all respects ready for operation in accordance with C.2 of Section C of this contract. Any associated equipment and all cargo-handling equipment shall upon delivery as described herein be rigged, secured and operable. The vessel's holds and decks shall be clean and in all respects ready for use as intended by this contract, failing which the

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vessel shall be off-hire from the time of rejection until she is deemed ready by the Government.

c) The Contractor warrants that the vessel and all associated equipment shall, at delivery, be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the United States and nation of registry. The vessel shall be delivered in class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable IMO regulations and Chapter 8 of the current International Code of Safety for High-Speed Craft ("HSC"). The Contractor further warrants that in accordance with the statement of work detailed in Section C.2 of this contract the Vessel shall have on board all certificates, records, or other documents required by the aforesaid conventions, laws, regulations and requirements. The Contractor is responsible to repair any breaches of this warranty noted by the Government upon delivery. The Contractor shall repair/replace non-conformances or defects promptly. In the event the Contractor disputes a non-conformance the Contractor shall, upon written direction from the Contracting Officer, correct the non-conformance, subject to the Disputes clause of this contract.

H.3.4 LEASE PERIOD

Performance of the Government's lease shall be for a 90-day base period commencing upon Government acceptance of the vessel as described in the provisions entitled, "Inspection/Acceptance" and "Delivery", followed by 90-day increments if options pursuant to H.4 are exercised at the sole discretion of the Government.

H.3.5 LEASE HIRE.

The rate of hire for the vessel to be delivered and the services to be performed under this contract shall be as specified in Section B of the solicitation/contract, in accordance with applicable payment provisions set forth therein. Payments shall be considered payment in full for all services of the vessel and associated equipment under the lease, including all overtime, penalty time, bonuses, payments and emoluments payable to Contractor's employees for services under this charter, irrespective of the geographic scope of said service and including the carriage of ammunition and hazardous cargo.

H.3.6 PORTS AND PLACES.

The Government shall exercise due diligence to order the vessel to safe berths or places that the vessel can approach, lie at, and depart from always accessible and always afloat, including alongside vessels or lighters reachable on her arrival and designated by the Government. The vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the vessel will not be able safely to enter and remain in the port or area or to depart after completion of loading or discharging. The vessel shall not be obliged to force ice, but, subject to the Contractor's prior approval, may follow ice-breakers when reasonably required, with due regard to her size, construction and class.

H.3.7 OFF-HIRE.

a) After delivery of the vessel in accordance with the terms of this contract, the vessel shall remain on hire until it is redelivered, except for the following:

- i. any dry docking that may be required by the contractor;
- ii. any arrest of the vessel at the suit of a party where a claim is not caused by the Government, its agents or its subcontractors;
- iii. any delay occasioned by any breach by the Contractor in accordance with H.3.2.

b) In the event of any of the contingencies described above, the payment of hire shall cease for all time lost until the vessel is again ready and in a ready state to resume her service from a position not less favorable to the Government than that at which such loss of time commenced. When the period of time lost to the Government on any one occasion is less than four (4) consecutive hours, the hire shall not be reduced for such period. The cost of fuel consumed while the vessel is off-hire, as well as all port charges, pilotages and other expenses incurred during such period and consequent upon the putting in to any port or place other than that to which the vessel is bound, shall be born by the Contractor. Contractor shall present to the contracting officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Government shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point. The Contractor shall assume risk of loss of the vessel during the periods that the vessel is off-hire pursuant to this paragraph.

H.3.8 TIME LOST.

a) Any time during which the vessel is off hire as described in the provision entitled, "Off- Hire", may be added to the lease period, at the sole option of the Government. Such option shall be declared not less than two months before expected redelivery or no later than two weeks after the event if it occurs less than two months before the expected redelivery.

b) The Government may, by written notice, cancel this lease at no cost to the Government whenever, in any given 90 day period, for any reason whatsoever, more than 10 cumulative days are lost pursuant to H.3.7, "Off-Hire". Failure to cancel the lease after 10 days are lost shall not prejudice any other rights of the Government, or any later right of the Government to cancel this lease. No remedy conferred by this paragraph upon the Government is intended to be exclusive of any other remedy available to the Government.

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The vessel shall, during the lease period, be in the full possession and at the absolute disposal for all purposes of the Government and under the Government's complete control in every respect. The Government warrants and undertakes that the vessel will be operated in conformity with Chapter 18 of the High Speed Craft Code.

H.3.10 BUNKERING.

Upon delivery of the Vessel, the Contractor shall present to the Contracting Officer a statement certified by the Contractor or its authorized agent showing the amount and grade of fuel on board at the time of delivery, with such additional verification as the Contracting Officer may require. The Government shall pay the Contractor for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer. The Government shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Contractor shall provide additional bunkers as may be required by the Government prior to the acceptance of the vessel, and the Government shall reimburse the Contractor for all costs directly connected with the bunkering of the additional fuel, including, but not limited to, lightertage, dockage or similar charges, and applicable taxes. The Government shall ordinarily supply or cause to be supplied any or all the fuel required by the vessel during the period of this such fuel is to be specified by the Contractor, and the grade supplied shall be at least the grade specified, unless otherwise agreed to by the parties. Upon redelivery of the vessel as described in provision H.3.11, the Contractor shall credit the Government for any remaining fuel in the vessel upon presentment of a statement certified by the Government to the Contractor, showing the amount and grade of fuel on board at that time. The Contractor shall credit the Government for such fuel at the current market price at the port of redelivery.

H.3.11 REDELIVERY. The vessel shall be redelivered to the Contractor at the expiration of this lease at a port or place to be agreed upon and the vessel will remain on-hire until redelivered. The Government shall give the contractor not less than 20 days notice of the expected date of redelivery. Upon redelivery, the vessel shall be in the same order and condition as when the vessel was delivered to the Government, except for modifications/changes to the vessel, which the contractor and the Government agree to retain on the vessel. The vessel shall bear the appropriate DNV Class notation and shall have unexpired class certificates without conditions, fair wear and tear not affecting class excepted. Upon redelivery of the vessel, the holds and spaces of the vessel shall be swept clean by the Government with refuse removed, unless during the period of this lease the vessel has carried in these spaces cargo with respect to which custom requires more complete cleaning, in which case the Government shall give such spaces the required cleaning.

H.3.12 WAIVER OF CLAIMS.

All invoices or claims whatsoever for money due the Contractor under this contract must be submitted no later than 30 days after accrual of the claim, or such claim or invoice shall be deemed waived by the Contractor. Any claims arising under this contract shall be submitted in accordance with the Disputes provision herein.

H.3.13 SALVAGE.

All salvage and towage performed by the vessel shall be for the Government's benefit, and the cost of repairing damage occasioned thereby shall be borne by the Government.

H.3.14 INSURANCE

a) CLINS 0001AB, 0002AB, 0003AB, 0004AB have been established for the purpose of proposing a price for vessel insurance. Once a contract resulting from this solicitation is awarded, no money beyond that stated in the CLIN will be paid for insurance, either directly charged or otherwise, unless the Government decides that the vessel may be ordered to enter waters expressly excluded by the Owners policy of insurance.

b) The insurance to be carried by the Owner shall include Hull and Machinery Risks, War and Strikes Risks, and any other risks reasonably required to be covered by a policy of insurance for a vessel of this type used for military purposes. The Owner shall further insure for Protection and Indemnity Risks, but for its own representatives only, not for government personnel. This insurance must be effective for the entire duration of the vessel lease, with options if they are exercised, for any time that the vessel is on-hire. The Owner shall not include any amounts in the resulting contract for insurance coverage for periods of time when the vessel may be off-hire.

c) The Owner agrees that the Government shall not be liable to the Owner, its representatives, any lien-holders, or any third parties for any loss or damage to the vessel or its appurtenances, or any injury or loss of life to its representatives, beyond the amount of, or type of, loss covered by the insurance policies noted above. To the extent required by any policy of insurance, the Government agrees to operate the vessel within the requirements of both the High Speed Craft Code and its DNV classification. The Government further warrants that it will not sail the vessel into any area or location not permitted by the Owners policy of insurance, except as provided below.

d) Should the Government decide to sail the vessel into waters not covered by the Owners policies of insurance, the Owner shall diligently proceed to obtain such insurance as may be required in order for the vessel to so sail. If insurance is not obtainable for any particular location, the Owner shall immediately notify the contracting officer. The CLIN for insurance shall be renegotiated to

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accommodate any such change in the insurance price that is necessitated at the instance of the Government.

e) The Owner shall have the right to immediately terminate the vessel lease and this contract upon notice by its technical representatives that the Government is operating, or intends to operate, the vessel outside DNV class rules or outside the regulations contained in the High Speed Craft Code, or in geographic area or location expressly excluded from the coverage of the insurance policy, provided that, in such event, the Owner will immediately notify the contracting officer of its intention to so terminate. In this event, the vessel shall immediately be subject to redelivery in accordance with the redelivery provisions of the contract. Nothing herein shall be construed, however, to invalidate the coverage provided by the insurance policy during such period of redelivery, provided that redelivery then occurs by operation of the vessel within class and within any restrictions or limitations of the High Speed Craft Code or the DNV classification.

H.3.15 TIMELY DELIVERY REQUIREMENT. Due to the criticality of the Armys planned training exercise for which the vessel is required in Corpus Christi, Texas on May 9, 2003, failure to meet the required delivery date will have serious financial and readiness repercussions to the Army. Therefore, there will be a monetary decrement of \$25,000 per day for each day beyond May 9th that the vessel is not delivered to the Army.

H.4. OPTIONS

H.4.1 Lease Periods. The Government reserves the right, at its sole discretion, to order three lease periods of the vessel of 90 days each, at the rate specified at CLINs 0002AA, 0003AA, 0004AA as well as basic insurance in the amounts specified at CLINs 0002AB, 0003AB, 0004AB respectively, for the second, third and fourth lease periods. The second and third lease periods may be exercised only if the lease periods run consecutively and without interruption of lease hire. The Contracting Officer may exercise the option for the second 90-day lease only by written notice to the Contractor no later than 75 days after contract award. The Contracting Officer may exercise the option for the third and fourth 90-day periods only by written notice to the Contractor at least 15 days prior to the expiration of each 90-day lease period.

H.4.2 Vessel Modifications. The Government reserves the right, at its sole discretion, to order additional modifications to the vessel as set forth in the subparagraphs below, at the total amounts specified in the CLINs identified in the subparagraphs below. These prices will reflect the cost of removal of the modifications at the conclusion of the lease. Should the offeror elect to retain any of these modifications on the vessel after the Government lease has concluded, the Government shall make a corresponding downward adjustment to the price. For those modifications to be incorporated into the vessel prior to delivery, the Contracting Officer may exercise these options by written notice to the Contractor no later than the time of contract award. For the balance of the options, the Government may exercise the options by written notice from the Contracting Officer at any time during the lease periods.

- a. Mess and Galley Facilities, appearing at CLIN 0005AA, as described at paragraph C.2.B(1) herein.
- b. Medical, appearing at CLIN 0005AB, as described at paragraph C.2.B(2).
- c. Sanitary Facilities, appearing at CLIN 0005AC, as described at paragraph C.2.B(3).
- d. Laundry, appearing at CLIN 0005AD, as described at paragraph C.2.B(4).
- e. Potable Water Requirements, appearing at CLIN 0006AA, as described at paragraph C.2.C(1).
- f. Sewage Systems, appearing at CLIN 0006AB, as described at paragraph C.2.C(2).
- g. Color Scheme, appearing at CLIN 0006AC, as described at paragraph C.2.C(3).
- h. Radios Beyond Regulatory Requirements, appearing at CLIN 0006AD, as described at paragraph C.2.C(4).
- i. Active Ride Control System, appearing at CLIN 0006AE, as described at paragraph C.2.C(5).
- j. Voltage Converters, appearing at CLIN 0006AF, as described at paragraph C.2.C(6).
- k. Stowage, appearing at CLIN 0006AG, as described at paragraph C.2.C(7).
- l. Navigation System, appearing at CLIN 0006AH, as described at paragraph C.2.C(8).
- m. Operational and Training Support Technical Representatives, appearing at CLIN 0006AJ, as described at paragraph C.2.C(9).
- n. Drydocking, appearing at CLIN 0006AK, as described at paragraph C.2.C(10).
- o. HVAC System, appearing at CLIN 0006AL, as described at paragraph C.2.C(11).
- p. Weapon and Amunition Stowage Foundations, appearing at CLIN 0006AM, as described at paragraph C.2.C(12).

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- q. Inmarsat, appearing at CLIN 0006AN, as described in paragraph C.2.C(13).
- r. Ship's Office, appearing at CLIN 0006AP, as described in paragraph C.2.C(14).
- s. Special Lighting, appearing at CLIN 0006AQ, as described in paragraph C.2.C(15).
- t. Comfort Space, appearing at CLIN 0006AR, as described in paragraph C.2.C(16).
- u. Mess and Galley, appearing at CLIN 0006AS, as described in paragraph C.2.C(17).
- v. Vehicle Deck Spigots & Compressed Air System, appearing at CLIN 0006AT, as described in paragraph C.2.C(18).
- w. Vehicle Deck Power, appearing at CLIN 0006AU, as described in paragraph C.2.C(19).
- x. Shore based Power, appearing at CLIN 0006AV, as described in paragraph C.2.C(20).
- y. Self-Deployment, appearing at CLIN 0006AW, as described in paragraph C.2.C(21).
- z. Operational & Training Support Technical Representatives, appearing at CLIN 0006AX, as described in paragraph C.2.C(22).

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-2	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-3	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-4	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-5	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-6	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-7	52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB/2002
I-8	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-9	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
I-10	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-11	52.249-14	EXCUSABLE DELAYS	APR/1984
I-12	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-13	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-14	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-15	252.229-7003	TAX EXEMPTIONS (ITALY)	JUN/1997
I-16	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-17	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAY/2002

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- xx_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- xx_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ___(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (ii) Alternate I to 52.219-5.
- ___ (iii) Alternate II to 52.219-5.
- ___(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- ___(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I of 52.219-23.
- xx_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- xx_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- xx_(12) 52.222-26, Equal Opportunity (E.O. 11246)
- xx_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- xx_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- xx_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- xx_(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).
- ___(17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

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Name of Offeror or Contractor:

- ___(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
 (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
 ___ (ii) Alternate I of 52.225-3.
 ___ (iii) Alternate II of 52.225-3.
___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
xx (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
___(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
xx (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
___(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
___(28) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241).
 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

I-18 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2002
 EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
 ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included

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in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
() 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(Alternate I)
(Alternate II)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

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

(End of clause)

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Name of Offeror or Contractor:

(a) The Government hereby reserves the right to extend the terms of the charter up to an additional nine (9) months, in three discreet three-month increments for the charter.

The prices for such option quantity shall be as set forth in CLINS (for the charter). These options may be exercised by the Government at any time, but in any event no later than the following:

First Option (CLIN): 30 days before the expiration before the basic 90 day charter for the additional time.

Second Option (CLIN): 30 days before the expiration of the first option;

Third Option (CLIN): 30 days before the expiration of the second option;

In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

Performance of the option periods shall occur consecutively, continuing immediately after the basic charter and subsequent option period, unless the parties hereto otherwise agree.

[End of Clause]

I-20 52.242-4004 REQUIRED TIME OF DELIVERY JAN/1997
(TACOM)

(a) DEFINITIONS:

CLIN means Contract Line Item Number, and refers to the contract items listed in the Schedule of this document.

DAYS means the number of days after the date of the contract award when you must deliver the stated quantity (QTY) of supplies.

QTY means the quantity of items you are required to deliver to the Government per day, starting at the specified number of days after contract award, and continuing every day thereafter.

(b) The required delivery schedule for this acquisition appears immediately below. To be responsive, you must submit an offer conforming to this required schedule.

CLIN	DAYS	QTY
0001AA	29	Modify Vessel & Vessel Delivery

(c) ALTERNATE OFFER. At your discretion, if you can perform this contract in fewer days than we require above, we invite you to give us an additional, alternate offer based on an accelerated delivery schedule. Give us an alternate offer only if you can offer an accelerated delivery schedule at the same unit price that applies to a nonaccelerated schedule. If you offer an accelerated schedule at the same unit price, and we find after evaluation that your bid price is lowest and you qualify as a responsible contractor per Subpart 9.1 of the Federal Acquisition Regulation, we will accept your alternate bid based on the accelerated delivery schedule. No alternate bid will be considered or accepted, however, at a price higher than your basic bid price, or with a delivery schedule longer than that required schedule given in paragraph (b) above. If you do not offer an alternate bid involving a shorter delivery schedule, the required delivery schedule (paragraph (b) above) will apply. If you wish to give us an alternate bid, you may do so immediately below:

ALTERNATE OFFER (at same unit price as offeror has shown in the Schedule):

CLIN	DAYS
------	------

(d) Your basic offer will be considered non-responsive and not eligible for award if it does not offer the required delivery schedule. Per paragraph (c) immediately above, an alternate offer will be considered if it involves delivery of the required quantity starting sooner than what is required per paragraph (b) above, at a price no higher than your basic offer.

(e) Please note 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 a 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 mails.

Name of Offeror or Contractor:

I-21 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

DEC/2001

(a) RESERVED

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

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

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

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

(f) RESERVED

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

Name of Offeror or Contractor:

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) RESERVED

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

I-22 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA FEB/1999

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262) prohibits the award of a contract under this solicitation to any company owned, or partially owned, by the People's Republic of China or the People's Liberation Army of the People's Republic of China.

(c) Representation. By submission of an offer, the offeror represents that it is not owned, or partially owned, by the People's Republic of China or the People's Liberation Army of the People's Republic of China.

(End of provision)

I-23 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(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).

Name of Offeror or Contractor:

(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]

I-24 52.239-4001 YEAR 2000 (Y2K) COMPLIANCE
(TACOM)

MAY/1999

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.

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

K-2	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	OCT/2000
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

Name of Offeror or Contractor:

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

Name of Offeror or Contractor:

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

K-3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUL/2002
dated Apr 2002)

(A) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

Name of Offeror or Contractor:

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

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Name of Offeror or Contractor:

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:

() Name and TIN of common parent:

Name _____

TIN _____

(C) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Island, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it

() is,

() is not

a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is _____ is not a _____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, _____ is not a service-disabled veteran-owned small business concern.

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

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it

() is,

() is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it

() is,

() is not, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it

() is,

() is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

	Average Annual
<u>Number of Employees</u>	<u>Gross Revenues</u>

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Name of Offeror or Contractor:

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It is,
 is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has,
 has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

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

(i) It
 is,

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

(ii) It is,

is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka,

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Name of Offeror or Contractor:

Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(D) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It

() has,
() has not,

participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It

() has,
() has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(E) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(F) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act -Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade":

NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

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Name of Offeror or Contractor:

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":
Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product:

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

CONTINUATION SHEET

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Name of Offeror or Contractor:

K-4 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER

(End of provision)

K-5 52.217-5 EVALUATION OF OPTIONS JUL/1990

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

(End of provision)

K-6 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-7 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

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

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

Name of Offeror or Contractor:

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-8

252.223-7001

HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

Three horizontal lines for listing materials and acts.

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Name of Offeror or Contractor:

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-9 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-10 52.212-4002 EVALUATION--COMMERCIAL ITEMS AUG/1996
(TACOM)

(a) We'll award a contract to the offeror that:

1. submits the lowest evaluated bid or offer, and
2. submits a bid or proposal that meets all the material requirements of this solicitation, and
3. meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

1. arrange a visit to your plant and perform a preaward survey;
2. ask you to provide financial, technical, production, or managerial background information.

(c) Options. We will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. We may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate us to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, we may accept an offer (or part of an offer), regardless of whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

K-11 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

K-12 52.212-4007 OFFEROR CAGE CODE FEB/1997
(TACOM)

(a) Enter your company Commercial and Government Entity (CAGE) code in the spaces provided below.

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Name of Offeror or Contractor:

(b) If you don't have a CAGE code for your specific company name and address, enter NONE in the space below and the Contracting Officer will request one for you in the event you are awarded a contract as a result of this solicitation.

(Offeror's CAGE code:)

K-13 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING FEB/1998
(TACOM)

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

K-14 52.225-4001 EVALUATION OF FOREIGN OFFERS OCT/1996
(TACOM)

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax will be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

K-15 52.232-4004 UNIQUE PAYMENT SITE OCT/1996
(TACOM)

THIS PROVISION IS OBSOLETE.

K-16 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepher1@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

i. TACOM solicitation number;

Name of Offeror or Contractor:

- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 5001 Eisenhower Ave.
 Alexandria, VA 22333-0001

voice phone: (703)-617-8176
 fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/amc/cc/protest.html>

(end of clause)

K-17 52.246-4034 INSPECTION AND ACCEPTANCE INSTRUCTIONS--COMMERCIAL VEHICLES MAY/1992
 (TACOM)

(a) INSPECTION POINT:

Procurement Quality Assurance inspection as to conformity of the supplies with applicable drawings and specifications shall be made at the following assembly point(s):

<u>CLIN(s)</u>	<u>PLANT NAME</u>	<u>ADDRESS (STREET, CITY, COUNTY, STATE & ZIP CODE)</u>

(b) Offerors will furnish names and addresses of the following production points:

(1) CHASSIS MANUFACTURER:

(2) SUBCONTRACTOR AND PROCESSING PLANTS OTHER THAN FINAL ASSEMBLY:

(c) ACCEPTANCE POINT: ORIGIN

Acceptance of the supplies by the Government shall be made at the address shown in (a) above. Acceptance of title at origin by the

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Government when delivery is F.O.B. destination permits payment to the Contractor, provided that the invoice is supported by appropriate evidence of shipment.

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	MAR/2001
L-3	52.232-18	AVAILABILITY OF FUNDS	APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-4	AFARS 1.602-2(A)(II)(B)	AVAILABILITY OF FUNDS FOR THIS ACQUISITION	JUN/1996
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Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

[End of Provision]

L-5	52.217-4004 (TACOM)	DESTINATIONS FOR OPTION QUANTITIES	FEB/1994
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To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-6	52.247-4013 (TACOM)	NOTICE TO FOREIGN OFFERORS -- F.O.B. DESTINATION	FEB/1998
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(a) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(b) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

(c) For instructions on routing supplies to destinations within the continental United States, see the clause entitled DELIVERY OF SUPPLIES TO U.S. PORT OF ENTRY -- FOREIGN FIRMS.

[End of Provision]

L.4 Proposal Instructions and Content

L.4.1 The proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the Offeror shall cross-reference his response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a response already given, it shall reference and not restate the same information. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section L.

This RFP does not authorize alternate proposals with respect to the specific terms or conditions of this RFP. Any failure or refusal by the offeror to assent to any of the terms and conditions of this RFP, any imposition of conditions, or any material omission in an offer, will result in rejection of the offer without further evaluation of it. The Government intends to award a contract without discussions, as permitted by FAR 15.306(a). Therefore, offerors are warned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP. The Government reserves the right to conduct discussions and to permit offerors to revise their proposals.

Name of Offeror or Contractor:

L.4.2 The Offeror's proposal/offer as required by this section shall be evaluated as set forth in Section M of this solicitation.

L.4.3 The proposal shall be submitted in three (3) separate volumes/electronic folders. The volumes/electronic folders shall be clearly labeled as:

1. Technical Area (Volume I)
2. Price Area (Volume II)
3. Representations and Certifications/Proposal Terms and Conditions (Volume III)

L.4.4 In addition to the electronic proposal, two paper copies of each separate volume shall be sent to the Bid Opening Office identified in Block 8 of the SF33, clearly labeled and in a separate binder. The paper copies shall be identical to the electronic proposal submission. Each page shall identify the appropriate Volume/Folder and be numbered. An index shall be provided with each section of each volume with reference to page numbers. Separate drawing illustrations may be submitted on videotape or in other file formats of media, however specific formats and media of supporting data should be checked with the Government prior to submission to insure compatibility. (See Federal Acquisition Regulation Clause incorporated by reference 52.215-4850).

L.4.5 The offeror shall submit the Technical Volume 1 to the address specified under item 8 of the Standard Form 33 of this RFP. Technical Proposals shall be submitted by 2:00 PM local time on 3 March 2003. The Price Area Volume 2 and Representations and Certifications/Proposal Terms and Conditions Volume 3 shall be submitted by 2:00 PM on 24 March, 2003. Failure to submit any volume by the required date and time will result in the Proposal being subject to the "Late Submissions, Modifications, and Withdrawals" Provision of this RFP (See Section L, Provision 52.215-1) and will result in rejection of the entire Proposal, including any portions of the Proposal which may be subsequently submitted by the date and time specified in Item 8 of the Standard Form 33 of this RFP.

L.4.6 The technical data and documentation submitted by the offeror shall be complete and specific, as it will be evaluated by the Government using the evaluation criteria as set forth in Section M. The Section M basis for award reflects a two phase Source Selection approach. Phase 1 will be evaluated on an Acceptable/Not Acceptable basis. To be considered for award your Technical Proposal must be considered to be Acceptable. The Phase 2 evaluation will be based on Price. The Price Area has no elements. Tradeoffs are not permitted. Therefore, award will be made to the contractor who has been deemed Acceptable under Phase 1 and who has the lowest evaluated price in Phase 2.

L.4.7 The Technical volume shall be subdivided by Element so that it presents the proposal information separately for each Element. If the information required applies to more than one element, do not provide the information twice. Provide the information for the first applicable element and reference it for subsequent elements where applicable. The technical data, test data, and documentation shall be complete and relate directly to the evaluation criteria set forth in Section M.

L.5. Phase 1- Proposal Submission Requirements for the Technical Area (Volume I)

L.5.1 Offerors are required to submit the following information in support of each of the four (4) elements of this Area:

L.5.2 Element 1 - Speed, Cargo Capacity, and Range. The vessel is required to meet the Speed, Cargo Loading Capacity and Range requirements specified in C.2A(1). Offerors shall submit Sea Trial Reports, documentation showing that the deck of the vessel has adequate strength and that the vessel has adequate tankage capacity, so that the Government can assess the risk of meeting the Speed, Cargo Capacity and Range requirements specified in Section C. All reports and documentation must be for the exact (unmodified) vessel being offered.

L.5.3 Element 2 - Length and Navigational Requirements. The vessel is required to meet the Length, Beam and Draft requirements specified in C.2.A(3). Offerors shall submit General Arrangement Drawings for the exact vessel being offered in addition to Classification Documentation, High Speed Craft Code Documentation and Certifications, other drawings, documentation and descriptions of the vessel.

L.5.4 Element 3 - Crew Habitability. The vessel is required to meet the habitability requirements of C.2.A(5). Offerors shall submit documentation, such as the General Arrangement drawings for the exact vessel offered to show there is sufficient space available so the Government can assess the risk of meeting the Crew Habitability requirements specified in Section C.

L.5.5 Element 4 - Seaworthy and Functional - The vessel is required to meet the requirements of C.2A(6). In order to assess the risk of meeting this requirement, the Government plans to inspect the vessel being offered. Please provide the vessel location and dates of vessel availability for inspection to determine seaworthiness and to confirm the vessel can be equipped and supplied in accordance with the requirements of Section C of the RFP. You must ensure that during the inspection time, the engines are powered and a contractor representative is available to assist in the inspection.

Name of Offeror or Contractor:L.6 Phase 2-Price Area (Volume II)

L.6.1 General: The Price Volume shall include the information necessary to allow for an assessment of the offeror's proposed price. All prices must be in U.S. Dollars only.

L.6.2 Offerors shall submit their Price Volume with Section B CLIN fill-ins in electronic format (3 each). Electronic submission shall use Microsoft Excel or a file format acceptable to the Contracting Officer. Submitted spreadsheets must contain all computations, which calculate out to the proposed amounts.

L.6.3 Price Data. Pricing shall be provided for the following:

L.6.3.1 Base Lease (90 days). Provide the base lease price of the offered vessel that meets the requirements identified in Section C of the solicitation. Any costs associated with required documentation should be included in the base lease price.

L.6.3.2 Insurance. Provide the price of insurance per CLINS 0001AB, 0002AB, 0003AB, and 0004AB.

L.6.3.3 Optional Vessel Modifications. Provide the price of those vessel items identified as optional CLINS in Section B, pursuant to Section C.2B & C.2C-optional requirements. This price should include the cost of removal of the modifications at the conclusion of the lease.

L.6.3.4 Option Lease Periods. Offerors shall provide a fixed price for each of the three 90-day option periods. Each option represents an extension of the basic vessel lease.

L.7 Representations and Certifications/Proposal Terms and Conditions (Volume III)

L.7.1 The Offeror shall provide the following:

L.7.2 One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the Offeror. Include completed fill-ins of SF 1449 blocks 17, 17b, 30, 30b and 30c.

L.7.3 One copy of this solicitation (Sections A-K) with all fill-ins completed.

*** END OF NARRATIVE L 001 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
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(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

M-2	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

M-3	52.225-4002 (TACOM)	EVALUATION OF FOREIGN OFFERS	MAR/1984
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For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax shall be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

M.2 Basis of Award

M.2.1 Program Objectives: The lease of this vessel is for the Army's 1st Corps. The 1st Corps will use the vessel to demonstrate to the United States Military services the potential both for military utility and adaptation for military use of this existing commercial technology while performing a real life exercise. The requirements stated herein represent current estimates of what would be required to successfully demonstrate this technology, and do not necessarily reflect the final requirements for future vessels. The program objective is to select a vessel that is technically acceptable, and offered at the lowest price.

M.2.2 Two Phase Evaluation Process: The selection criteria for this lease is identified below. Accordingly, a Two Phase evaluation has been established. Under Phase 1, proposals will be evaluated on an Acceptable/Not Acceptable basis, consisting of four(4) elements. The Phase I Acceptable/Not Acceptable Elements are: (1) Speed, Cargo Capacity, and Range, (2) Length and Navigational Requirements, (3) Crew Habitability, and (4) Seaworthiness and Functionality. These Elements have been established as minimum requirements and, in order to be considered Acceptable, a proposal must be evaluated as demonstrating a Low Risk that the offeror will not satisfy each of the element requirements. No additional credit will be provided in the evaluation for exceeding these requirements. Only those proposals rated Acceptable will be considered for award. Under Phase 2, the evaluation and selection for award will be based solely on Price. No technical/price trade-off will be made. Note, however, that the contracting officer must determine that the low price is both reasonable in accordance with FAR 15.402, and affordable. An offer will be considered affordable if the Government has sufficient funds to make an award. This determination is solely at the discretion of the contracting officer.

M.2.5 Rejection of Offers: The government may reject any proposal which:

M.2.5.1 merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to

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comply with the RFP terms without support and elaboration specified in Section L of this solicitation;

M.2.5.2 refuses to or fails to agree to any of the terms or conditions of the RFP;

M.2.5.3 imposes any conditions upon acceptance of the offer, other than a customary period of time for acceptance of the offer; or,

M.2.5.4 contains any material omissions,.

M.2.6 Responsibility: Pursuant to FAR 9.103, contracts may be awarded only to firms that the Contracting Officer determines are responsible in accordance the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a Pre-Award Survey of any and/or all Offerors. The Government reserves the right to reject an offer that does not meet the standards for responsibility.

M.3 Proposal Evaluation Process

M.3.1 Evaluation: In Phase 1, the Government will assess the technical acceptability of each offeror's proposal.

M.3.2 Risk and Merit Assessment: Under Phase 1, the Government will assess the risk of unsuccessful performance of each proposal. Risk is defined as the probability that the Offeror will not provide goods and/or services in accordance with the terms and conditions of the contract. The Government will consider the following, and may take into account other relevant considerations, when it assesses risk:

M.3.2.1 The feasibility of the approach meeting the specific requirements of the solicitation.

M.3.2.3 The general quality of the proposal including the offeror's understanding of the requirement, the completeness and thoroughness of the offeror's proposal and of the support and documentation provided. It is important to note the distinction between proposal risks, and performance risks. Proposal risks are those risks associated with an offeror's proposed approach in meeting the government's requirements. Performance risks are those risks associated with the probability an Offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance.

M.4 Evaluation Criteria**M.4.1 Phase 1: Acceptable/Not Acceptable**

There are four elements under the Acceptable/Not Acceptable Area: (1) Speed, Cargo Capacity, and Range, (2) Length and Navigational Requirements, (3) Crew Habitability, and (4) Seaworthiness and Functionality. There is no weighting applied to these elements. For a proposal to be considered Acceptable, all four Elements must be rated Acceptable. In the event one or more of the Elements is rated Not Acceptable, the entire Area will be considered Not Acceptable and the proposal will not be considered for further evaluation. For each of the elements, an Acceptable proposal is a proposal demonstrating a low risk of meeting requirements. A low risk proposal would reflect compliance with given requirements (such as vessel length) using a feasible and practical approach, and would be clear, precise and supported. The four Phase 1 elements will be evaluated as follows:

M.4.1.1 Element 1 - Speed, Carog Capacity and Range: The Offeror's proposals will be evaluated for the probability that the proposed vessel represents a low risk of meeting the requirements of RFP Section C, Paragraph C.2A(1).

M.4.1.2 Element 2 - Length and Navigational Requirements: The Offerors' proposals will be evaluated for the probability that the proposed vessel represents a low risk of meeting the requirements of RFP Section C, Paragraph C.2.A(3), and meeting the addition restrictions of 121 meters or less vessel length, and a navigational draft of less than 4.6 meters.

M.4.1.4 Element 3 - Crew Habitability. The Offeror's proposals will be evaluated for the probability that the proposed vessel represents a low risk of meeting the requirements of Section C.2.A(5) and C.2.B.

M.4.1.6 Element 4 - Seaworthiness and Functionality. The Offeror's proposal will be evaluated for the probability that the proposed vessel represents a low risk of meeting the requirements of Section C.2.A(6).

M.4.2 Phase 2: Price

M.4.2.1 Evaluation Areas: There are four evaluation Areas under Phase 2. The prices for each of these areas will be added together to determine the low-priced offer. The areas are as follows:

M.4.2.1.1 Base Lease (90 Days) at CLINs 0001AA

M.4.2.1.2 Insurance at CLINs 0001AB, 0002AB, 0003AB, and 0004AB

M.4.2.1.3 Optional Vessel Modifications at CLINs 0005AA, 0005AB, 0005AC, 0005AD and CLINs 0006AA through 0006AX

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M.4.2.1.4 Optional Lease Periods at CLINs 0002AA, 0003AA, and 0004AA

*** END OF NARRATIVE M 001 ***