

Price Evaluation Spreadsheet

Engine Sling
 NSN: 4910-01-243-5556

CLIN 0001:

Quantity Ranges	Pricing Period 1		Pricing Period 2		Pricing Period 3		Pricing Period 4		Pricing Period 5	
	Unit Price	Weight								
10 - 49	<input type="text"/>	85%								
50 - 99	<input type="text"/>	5%								
100 - 149	<input type="text"/>	5%								
150 - 200	<input type="text"/>	5%								
		100%		100%		100%		100%		100%
Weighted Unit Price	\$ <input type="text"/>	-								
Estimated Quantity	<input type="text"/>	10								
Weighted Total Price	\$ <input type="text"/>	-								
CLIN 0001 Total Evaluated Price	\$ <input type="text"/>									

Offerors are requested to provide unit prices for all bolded blocks .

ATTACHMENT 001

National Stock Number (NSN): 4910-01-243-5556

SLING, ENGINE AND TRANSMISSION

The mechanical sling is used for lifting, suspending, tilting and leveling vehicle engines and transmissions.

Salient characteristics: The sling shall:

- a. be capable of lifting, suspending, tilting and leveling vehicle engines and transmissions.
- b. have a load capacity of no less than 4,000 pounds.
- c. consist of the following components:
 - (1) A manually operated adjusting mechanism that adjusts and self locks so the load can not be tilted inadvertently. When one leg of the sling is lengthened the other leg shall automatically shortened. If the tilting mechanism is operated by any means other than a standard male hexagon drive, the required handle or wrench shall be provided.
 - (2) A lifting eyebolt with an opening of no less than 1 - 5/8 inch in diameter.
 - (3) A sling that is no less than 65 inches long end-to-end with swivel hooks at each end capable of 360 degree rotation in both clockwise and counterclockwise directions. The swivel hook opening shall be no less than one (1) inch.

PRESERVATION, PACKING, AND PACKAGING. Preservation, Packing and Packaging shall be in accordance with ASTM-D-3951 plus the following additional requirements. The unit package quantity shall be 1 each.

ADDITIONAL REQUIREMENTS:

If oak or chestnut wood products are used in the performance of this contract, these wood or wood products must be free of all bark.

Unless otherwise specified herein, shipments to the same destination of identical items having a total packaged displacement exceeding 50 cubic feet shall be palletized unless forklift - handling features such as skids are included on containers.

Workmanship shall be such that when proper procedure is followed, materials and equipment being processed will be provided the maximum protection against corrosion, deterioration, and be suitable for storage to the level of packaging specified.

MARKING REQUIREMENTS:

Container markings shall be in capital letters of equal height, shall be proportionate to the available marking space and shall contain the following information in the order listed:

NSN/NATO stock number.

CAGE code of the company awarded the contract, and part number of the item as specified in the contract.

Quantity and unit of issue.

Level of protection and date packed.

Contract or purchase order number.

Markings on the shipping container shall be grouped into three distinct categories, identification markings, contract data markings and address markings.

Identification Markings:

NSN/NATO stock number.

CAGE code of the company awarded the contract, and part number of the item as specified in the contract.

Quantity and unit of issue.

Level of protection and date packed.

Gross weight and cube.

Item description or nomenclature.

Contract Data Marking:

The contract data marking placed under the identification markings, shall consist of the contract or purchase order number.

Address Markings:

The address markings placed to the right of the identification and contract data markings (if space is available) shall consist of the following information in the order shown.

a. Control number or reference number (as a minimum, the Transportation Control Number (TCN) shall be provided as the single standard shipment identification number)

b. FROM MILITARY: Name and address of consignor (DOD Activity Address Code) and in the clear address if applicable.

c. FROM CONTRACTOR: Name and address of the contractor (including nine-digit zip code).

When supplies are shipped from a subcontractor, only the name and address of the company awarded the contract shall be used.

d. TO: Name and address of consignee (DOD Activity Address Code (DODAAC) and in the clear address if applicable.

e. Piece number and total pieces (if more than one shipping container is used for the order).

In addition to the above information, the NSN/NATO stock number shall be bar coded on the unit packs and intermediate containers. The following shall be bar coded on the shipping

container. All bar coding shall use the 3 of 9 format in accordance with ANSI MH10.8M.

NSN/NATO stock number.

Contract or order number.

CAGE code of the company awarded the contract.

Contract Line Item Number (CLIN) if applicable.

PART 1 - SECTION C- DESCRIPTION / SPECIFICATIONS
QUALITY ENGINEERING REQUIREMENTS

The following Item, Description, and Documents are applicable to this procurement with the Additions and Exceptions noted.

ITEM: SLING, ENGINE AND TRANSMISSION

DESCRIPTION: As described in the Product Engineering Requirements, Part 1 - Section C - Description / Specifications, including all additions and exceptions.

APPLICABLE DOCUMENTS .

No additional documents apply.

ADDITIONS AND EXCEPTIONS:

1. Responsibility for inspection. Unless otherwise specified in the contract, the supplier is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract, the supplier may use his own or any other facilities suitable for the performance of the inspection requirement specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specifications where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.
2. Quality conformance inspection. Quality conformance inspection shall be applied to production units being offered for acceptance under the contract. The inspection shall consist of a and b as follows and failure of any unit to pass these inspections or tests shall be cause for rejection of the unit.
 - a. Product examination (para. 3.)
 - b. Packaging inspection (para. 4.)
3. Product examination . The production units shall be examined to determine compliance with Army drawings, parts lists, and specifications in the contract including any exceptions and additions noted in the Product Engineering Requirements, Part 1- Section C - Description /Specifications.
4. Packaging inspection. The item shall be inspected before and after packaging to determine compliance with the preservation , packaging , packing , and marking requirements specified in Section D of the contract .
5. Sampling. Sampling for quality conformance inspection shall be in accordance with TABLES 1 and 11 using Verification Levels (VL) listed , unless the contract specifies others , or 100 % Inspection is specified. The VL and Code Letter (CL) from Table 1 determine the sampling plan required to assess product compliance to contract and specification requirements.

<u>Inspection or Test</u>	<u>Verification Level</u>
Product examination (para. 3)	IV
Packaging inspection (para. 4)	II

TABLE I. CODE LETTERS (CL) FOR SAMPLING PLAN SELECTION

Lot or Production Interval Size	Verification Levels						
	I	II	III	IV	V	VI	VII
	Code Letters						
2 to 170	A	A	A	A	A	A	A
171 to 288	B	A	A	A	A	A	A
289 to 544	C	B	A	A	A	A	A

- a. The term lot or production interval size is defined as a homogenous collection of units of product from which a representative sample is drawn and inspected 100 percent to determine conformance with applicable requirements.
 - b. Homogeneity shall be considered to exist provided one manufacturer, in one unchanged process, using the same materials and methods in accordance with the same drawings, specifications, and their related revisions has produced the inspection lot.
 - c. Units selected for inspection shall represent only the inspection lot from which they are drawn and shall not be construed to represent any prior or subsequent quantities presented for inspection
6. Attributes sampling plans . The attributes sampling plans for lots or production intervals are described in Table II.
- a. The lot or batch shall be considered acceptable only if no non-conforming units are found upon inspection of the random sample of the size listed in Table II.
 - b. The VL stated in the contract shall be considered the normal stage and shall continue unchanged as long as the product quality is consistent or exceeds specified requirements.
 - d. Lots or production intervals that consistently meet or exceed all requirements of this procurement action may result in the Government allowing the Contractor to use reduced sampling levels.
 - e. If it becomes evident that product quality is deteriorating tightened inspection sampling levels may be required by the Government until it is evident that product quality has returned to the required quality.

TABLE II. ATTRIBUTES SAMPLING PLANS

Code Letter	Verification Levels								
	R	I	II	III	IV	V	VI	VII	T
	Sampling Size								
A	3	5	12	32	80	192	512	1280	3072
B	3	6	16	40	96	256	640	1536	4096
C	3	8	20	48	128	320	768	2048	5120

Notes :

- (1) When the lot size is less than or equal to the sample size, 100 percent attributes inspection is required.
- (2) One verification level (VL) to the left / right of the specified normal VL is the respective reduced / tightened plan.

52.212-1 Instructions to Offerors--Commercial Items

As prescribed in 12.301 (b) (1), insert the following provision:

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 1999)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC 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, which proposes to furnish an item which it did not itself manufacture, is 50 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, 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 cross references (including contract numbers, points of contact with telephone number and other relevant information); and

(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 price 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 satisfactory fulfillment of 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 and 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 sale not later than 5:00 p.m. on the 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 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, 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, 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 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 Contract 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 award an award on any item for a quantity less than the quantity offered, at the prices offered, unless the offeror specifies otherwise in the offer.

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

Department of Defense Single Stock Point (DoD SSP)
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 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)

[64 FR 51840, September 24, 1999]

52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301 (b) (3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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 arbitration 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) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusual severe weather, and delays of common carriers. 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, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) 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.

(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, a United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified

such claims and proceeds.

(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 Office of Management and Budget (OMB) Circular A-11 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 discount offered for early payment, time shall be computed from the date of 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 the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, of loss or damage to the supplies provided under this contract shall remain 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, 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 if to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express implied 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 and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 49 U.S.C. 49

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)

[64 FR 10542, March 4, 1999]