

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA5	<b>Page</b> 1 of 92
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> DAAE20-02-R-0193	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2002SEP13	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTT ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>	

**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 04:30pm (hour) local time 2002OCT16 (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.**

<b>10. For Information Call:</b>	<b>Name</b> DONNA L WEBB <b>E-mail address:</b> WEBBD@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-6369
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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)

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

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

**AWARD (To be completed by Government)**

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 92</b>
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SECTION A - SUPPLEMENTAL INFORMATION

Executive Summary

A-1 This solicitation is for the procurement of various Sets, Kits and Outfits (SKOs) and may be referred to as the "SKO solicitation." The term "SKO" collectively refers to a wide variety of tools and equipment used to support the Army's tactical and combat support weapon systems and its Ordnance and Combat missions.

A-2 The solicitation will likely result in the multiple award of 10-year Indefinite Delivery Indefinite Quantity type contracts.

A-3 Basic Contract

1. TACOM-RI is soliciting proposals from both large and small businesses. Delivery Orders will be competed in accordance with the fair opportunity to compete provisions set forth in this section. The award of a contract is not a guarantee that an order will be placed against that contract. The award only signifies that the awardee is eligible to compete for delivery orders pursuant to the fair opportunity to compete provisions. TACOM-RI will use the SKO contracts, consistent with the fair opportunity to compete provisions, to fulfill its SKO requirements unless otherwise exempted by law or regulation.

2. In order to promote competition this requirement has been divided into the following segments:

Segment 1 Mechanical Maintenance Tool Kits: An assemblage of mostly hand tools used by automotive, aircraft, and equipment mechanics, and others in the mechanical trades for performing field maintenance and repair. The kit is transported to its place of final use in a single person or multi-person carry tool container. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations.

Segment 2 Construction/Engineer Tool Kits: An assemblage of mostly hand tools, including powered hand tools, primarily used in the construction trades to perform construction and repair of facilities, power lines, etc.; transported to its place of final use in a single person or multi-person carry tool container. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations.

Segment 3 Specialized Tool Kits: Assemblages of hand tools, measuring tools and equipment, or special-purpose tools and equipment used to perform a specific mission not normally associated with mechanical maintenance or building trades. These kits may be housed in a single or multiple hand carry containers. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations.

Segment 4 Containerized Shop Sets: An assemblage of tools and machinery used to perform field tasks (maintenance, repair, assembly, disassembly, disabling, adjustment, testing, etc.) on equipment or field construction, transported to its place of use as a unit in a container or shelter, which is considered to be part of the mobile shop set. Usually some of the components of a mobile shop may be permanently mounted to the container or shelter by mounting bolts or other fasteners. These sets are "go-to-war" items used by the military in the battlefield to support wartime operations.

Segment 5 Vehicle/Trailer Mounted Shop Sets: An assemblage of tools and machinery used to perform field maintenance or field construction, transported to its place of use as a unit in a purpose-built vehicle body or trailer, which is considered to be part of the shop set. Usually some of the components of the shop set are permanently mounted to its "carrier" by mounting bolts or other fasteners. These sets are "go-to-war" items used by the military in the battlefield to carry wartime operations.

3. Each segment will be individually competed and awarded. The Army intends to establish two award pools for each segment: one will be created under full and open competition and the other will be for small business concerns. Depending on offers received, the Government anticipates making multiple awards within each award pool to allow for sufficient competition and to ensure that each award pool has the production capacity to fulfill future requirements. The Government reserves the right to augment the award pools from time to time to promote additional competition or to secure production capacity concerns.

4. Offerors may submit proposals for one or more segments. Each segment shall require offerors to submit a technical, past performance, Small Business Participation (as applicable) and price proposal based on a sample SKO requirement. The Army reserves the right to issue a delivery order on the sample SKO proposals. The Army further reserves the right to issue an order under the award pool established under full and open competition or the award pool of small business concerns, depending upon proposals received.

5. Small business concerns may compete for the award pool to be established under full and open competition and the pool to be established exclusively for small business concerns. Small business concerns may submit alternative proposals based on meeting or not meeting the non-manufacturers rule (see 13 CFR 121.406). The "non-manufacturers rule" means that a small business under the applicable size standard shall provide either its own product or that of another domestic small business manufacturing or processing concern. Proposals based on meeting the non-manufacturers rule must be supported by adequate documentation.

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## A-4 FAIR OPPORTUNITY TO COMPETE PROVISIONS

1. Fair Opportunity: Awardees within a given award pool will have a fair opportunity to compete for delivery orders placed within that pool. As requirements for delivery orders become known, TACOM-RI will determine whether the requirement should be competed among all awardees, restricted among the pool of small business awardees, or otherwise restricted pursuant to the exceptions to the fair opportunity to compete provisions. In determining whether a requirement should be restricted to the pool of small business concerns, TACOM-RI will apply what is commonly referred to as the "rule of two." See FAR 19.502-2(b).

2. When an order is competed, price and past performance will always be considered and technical and other factors may also be considered. Requirements for delivery orders may be competed on "go" "no-go" or trade-off considerations.

3. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. The designated Ombudsman is Major Mark Hicks (TACOM-Rock Island, Illinois), office symbol AMSTA-AQ-AR, (309)782-3224, email, hicksm@ria.army.mil. The ombudsman will review complaints from the contractors and ensure all contracts are afforded a fair opportunity consistent with the procedures in this contract.

4. In the event that a requirement for a delivery order is competed exclusively among small businesses and only one offeror meets the non-manufacturing rule, the contracting officer will issue the order to that offeror provided the price is fair and reasonable and all other technical and past performance considerations are met. The contracting officer will substantiate any determination regarding whether a price is fair and reasonable and will not consider a courtesy offer from a large business unless the contracting officer determines that the small business offer is unreasonable. In the event that the small business offer is unreasonable, the contracting officer may cancel the competition and compete the requirement among the full and open pool of awardees. Finally, a small business that is otherwise eligible for award may apply for a COC if the contracting officer determines that the small business is unable to meet the non-manufacturers rule.

5. Exceptions to the Fair Opportunity Procedures: TACOM-RI need not compete a delivery order when:

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; or
- (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

6. Long term orders: In most cases it is essential that Army field for the long term individual SKOs that are of the same quality, form, fit and function. Consistent with this end, and in consideration of competition and the exceptions to the fair opportunity to compete provisions, the majority of the delivery orders to be competed under this solicitation will themselves result in long-term commitments. The Sample requirements, for example, request offerors to submit prices for multiple ordering periods. Once requirements of this kind are initially competed and placed with the successful awardee, it is the Governments intent to place subsequent orders for that item with the same contractor. Initial competitions for such long-term commitments will clearly indicate the Governments intent in this regard.

A-5 Contractor testing at Aberdeen Test Center: Contractors are authorized to obtain test services from a Major Range and Test Facility Base (MRTFB) of the U.S. Army's Test and Evaluation Command (TECOM) as government testing services. Contractor will be responsible to coordinate aspects of the testing with the MRTFB and to directly fund the MRTFB for the cost of these services. Preliminary cost estimate for the test services at Aberdeen Test Center (ATC) may be obtained prior to contract award. To do so contact Ms. Judy French at (410)278-4037 or Ms. Sue Sanderson at (410)278-4639. After contract award the contractor will need to provide a copy of the contract authorizing army sponsorship, a completed DTC Form 2001-R entitled "Terms and Conditions for Tests" (Attachment 028) and the detailed information of testing to be performed and scheduling required. NOTE: Payment for services is required prior to any testing.

If you have any problems downloading the attachments, a CD is available by contacting Ms Glory Barnes, at (309) 782-5101.

A-6 For those offerors that are proposing on CLIN 0005AA Shop Equipment Welder, the Trailer Mounted Weld Shop will be available for viewing on Rock Island Arsenal from 16 September 2002 through 27 September 2002. Contact Ms. Donna Webb at webbd@ria.army.mil or (309) 782-6369 forty eight (48) hours prior to the time you would like to view the Trailer Mounted Weld Shop.

A-7 The closing date for receipt of proposals on Segments 1, 2 and 3 (CLINs 0001AA, 0002AA, and 0003AA) is 16 October 2002. The time for receipt is 4:30 p.m., local time. Submit offers in accordance with TACOM-RI 52.215-4510, ELECTRONIC BIDS/OFFERS.

A-8 This solicitation will be amended to incorporate the Descriptions for Purchases No. 420 and 419 entitled "Standard Automotive Tool Sets" and "Shop Equipment Welder" for Segments 4 and 5 at a later date. Offerors will have 45 calendar days to prepare proposals for these requirements. It is incumbent upon any interested parties to periodically monitor the TACOM-Rock Island Solicitation Information Page to obtain any amendments.

A-9 Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense

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activities and private firms.

A-10 The Government intends to make proposals part of any resulting contract and changes to the proposal are not authorized without mutual agreement of the Government and the awardee.

\*\*\* END OF NARRATIVE A 001 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

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 Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-AQ-AR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3224  
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-2	52.204-4500 TACOM-RI	NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI)	FEB/1999
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This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

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A-3            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-4            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

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

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-5            52.243-4510            DIRECT VENDOR DELIVERY            JAN/1999

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In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of clause)

(AS7012)

A-6      52.246-4538      CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2      JUN/1998  
TACOM-RI

APPLICABLE TO CLIN 0004AC ONLY.

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS                      THE ORDERING PERIODS FOR ALL SEGMENTS</p> <p>ORDERING PERIOD 1: AWARD DATE - 30 JAN 2004                      ORDERING PERIOD 2: 1 FEB 2004 - 30 JAN 2005                      ORDERING PERIOD 3: 1 FEB 2005 - 30 JAN 2006                      ORDERING PERIOD 4: 1 FEB 2006 - 30 JAN 2007                      ORDERING PERIOD 5: 1 FEB 2007 - 30 JAN 2008                      ORDERING PERIOD 6: 1 FEB 2008 - 30 JAN 2009                      ORDERING PERIOD 7: 1 FEB 2009 - 30 JAN 2010                      ORDERING PERIOD 8: 1 FEB 2010 - 30 JAN 2011                      ORDERING PERIOD 9: 1 FEB 2011 - 30 JAN 2012                      ORDERING PERIOD 10: 1 FEB 2012 - 30 JAN 2013</p> <p>Delivery orders will be placed against the offeror's proposed unit prices for Ordering Periods 1 through 3 and escalated unit prices for Ordering Periods 4 through 10. The escalated prices will be based on an index, which will be applied against the previous year's prices. For example, the escalation index will be applied against the unit prices for Ordering Period 3 to determine the unit prices for Ordering Period 4. The escalation index will then again be applied against the unit prices for Ordering Period 4 to determine the unit prices for Ordering Period 5, and so on. The escalation index will be determined annually on the month proceeding the next ordering period. The escalation index that will be used can be found in the Data Resources Inc. (DRI), Consumer Price Index (CPI), All Items Less Food &amp; Energy (1982-84=1.0) (USA) (CUSA01LENS). In the event that the above index is not continued, or substantially altered, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of index discontinuance or alteration.</p> <p>SEGMENT 1: MECHANICAL MAINTENANCE TOOL KITS</p> <p>(End of narrative A001)</p>				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<p><u>SMALL ARMS REPAIRMAN TOOL KIT</u></p> <p>SECURITY CLASS: Unclassified                      NSN: Not assigned yet</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 002)</p> <p>SECTION C                      Description for Purchase 1 (Attachment 001)</p> <p>SECTION E: Inspection and Acceptance                      Inspection: Origin                      Acceptance: Origin</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION F: DELIVERIES OR PERFORMANCE                      The minimum guaranteed quantity is 600</p> <p>Minimum Total Quantity: 600                      Maximum 10 yr Total Quantity: 10,178                      Monthly shipment requirement: 250</p> <p>FIRST ARTICLE TEST REPORT REQUIRED</p> <p>SEE CLAUSES APPLICABLE TO FIRST ARTICLE IN SECTIONS E AND I</p> <p>First Article Test Report:</p> <p>Inspection: Origin                      Acceptance: Destination                      Government Approval/Disapproval: 30 days                      FOB: Destination                      First Article Delivery Schedule: 120 days after award</p> <p>Production Delivery Schedule; 90 days after First Article Approval</p> <p>Alternate Test and Inspections</p> <p>Offerors are encouraged to propose alternatives to the tests and inspections provided in the DFP</p> <p>PROPOSING A PRICE ON THIS LINE ITEM IS NOT MANDATORY.</p> <p>If offerors choose to propose alternatives see Section L and M for instructions and evaluation criteria. In addition, offerors shall submit prices on the attached price evaluation sheets (Attachment 002)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP 1</p> <p>(End of narrative D001)</p> <p>FOB POINT:  <u>SEGMENT 2: CONSTRUCTION/ENGINEER TOOL KITS</u></p> <p>(End of narrative A001)</p>				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>ENGINEER CONSTRUCTION , CARPENTERS TOOL KIT</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified                      NSN: 5180-00-293-2875</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 004)</p> <p>SECTION C                      Description for Purchase 414 (Attachment 003)</p> <p>SECTION E: Inspection and Acceptance                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE                      The minimum guaranteed quantity is 100</p> <p>Minimum Total Quantity: 250                      Maximum 10 yr Total Quantity: 9,710                      Monthly shipment requirement: 100</p> <p>FIRST ARTICLE TEST REPORT REQUIRED</p> <p>SEE CLAUSES APPLICABLE TO FIRST ARTICLE IN SECTIONS E</p> <p>First Article Test Report:</p> <p>Inspection: Origin                      Acceptance: Destination                      Government Approval/Disapproval: 30 days                      FOB: Destination                      First Article Delivery Schedule: 120 days after award</p> <p>Production Delivery: 90 days after First Article Approval</p> <p>Alternate Test and Inspections</p> <p>Offerors are encouraged to propose alternatives to the tests and inspections provided in the DFP</p> <p>PROPOSING A PRICE ON THIS LINE ITEM IS NOT MANDATORY.</p> <p>If offerors choose to propose alternatives see Section L and M for instructions and evaluation criteria. In addition, offerors shall submit prices on the attached price evaluation sheets (Attachment 004)</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u>                      SEE DESCRIPTION FOR PURCHASE NO. 414</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative D001)</p> <p>FOB POINT:  <u>SEGMENT 3: SPECIALIZED TOOL KITS</u></p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p>				
0003					
0003AA	<p><u>EXPLOSIVE ORDNANCE DISPOSAL (EOD) TOOL KIT</u></p>			\$ _____	\$ _____
	<p>SECURITY CLASS: Unclassified                      NSN: 1385-01-487-8701</p> <p>Offerors shall submit all prices on the attached price evaluation sheets. (Attachment 006)</p> <p>SECTION C                      Description for Purchase 418 (Attachment 005)</p> <p>SECTION E: Inspection and Acceptance                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>The minimum guaranteed quantity is 1 EA</p> <p>Minimum Total Quantity: 1 EA                      Maximum 10 yr Total Quantity: 800 EA                      Monthly shipment requirement: 50</p> <p>Production Delivery is 90 days after award</p>				
	<p>(End of narrative B002)</p>				
	<p><u>Packaging and Marking</u>                      SEE DFP NO. 418</p>				
	<p>(End of narrative D001)</p>				
	<p>FOB POINT:  <u>SEGMENT 4: CONTAINERIZED SHOP SETS</u></p>				
	<p>(End of narrative A001)</p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	<p><u>CLASS I, LEVEL 1</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLASS I, LEVEL 1: CORE SET OF TOOLS AND EQUIPMENT MOUNTED IN THE ENCLOSURE</p> <p>-</p> <p>NSN: Not assigned yet</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 009)</p> <p>This CLIN has 2 sheets - one for meeting the requirements of DFP paragraph 3.4.2.3 Nuclear, Biological, and Chemical Contamination Survivability and one for <u>not</u> meeting the requirements of the paragraph. If you can propose both ways fill out both sheets. If you can propose only one way fill out only one sheet. Proposing only one way will not effect your chances of getting in the award pool.</p> <p>SECTION C DFP 420 (Attachment 008)</p> <p>SECTION E: INSPECTION/ACCEPTANCE Inspection: Origin Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 5 each Maximum 10 Year Total Quantity: 6,000 each</p> <p>Monthly Shipment Requirement: 10 each Production Delivery Schedule: 90 days</p> <p>FOB: Origin</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p>			\$ _____	\$ _____
0004AB	<p><u>CLASS I, LEVEL 2</u></p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p>SECURITY CLASS: Unclassified</p> <p>CLASS I, LEVEL 2: CORE SET OF TOOLS AND EQUIPMENT WITH MODULE #1 MOUNTED IN THE ENCLOSURE</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 009)</p> <p>This CLIN has 2 sheets - one for meeting the requirements of DFP paragraph 3.4.2.3 Nuclear, Biological, and Chemical Contamination Survivability and one for <u>not</u> meeting the requirements of the paragraph. If you can propose both ways fill out both sheets. If you can propose only one way fill out only one sheet. Proposing only one way will not effect your chances of getting in the award pool.</p> <p>SECTION C Description for Purchase (DFP) 420 (Attachment 008 )</p> <p>SECTION E: INSPECTION/ACCEPTANCE Inspection: Origin Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 5 each Maximum 10 yr Total Quantity: 3000 each Monthly shipment requirement: 10 each</p> <p>FOB: Origin</p> <p>Production Delivery Schedule: 90 days</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p> <p><u>CLASS I, LEVEL 3</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLASS I, LEVEL 3: CORE SET OF TOOLS AND EQUIPMENT WITH MODULES #1 AND #2 MOUNTED IN THE ENCLOSURE - FIRST ARTICLE TEST REQUIRED</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN: Not assigned yet</p> <p>Minimum guaranteed quantity is 25 each</p> <p>Offerors shall submit all prices on the attached price evaluation sheets. (Attachment 009)</p> <p>This CLIN has 2 sheets - one for meeting the requirements of DFP paragraph 3.4.2.3 Nuclear, Biological, and Chemical Contamination Survivability and one for <u>not</u> meeting the requirements of the paragraph. If you can propose both ways fill out both sheets. If you can propose only one way fill out only one sheet. Proposing only one way will not effect your chances of getting in the award pool.</p> <p>SECTION C Description for Purchase (DFP) 420 (Attachment 008)</p> <p>SECTION E: INSPECTION/ACCEPTANCE Inspection: Origin Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>First Article Test Delivery Schedule:</p> <p>The contractor shall deliver the First Article Test units to Aberdeen Proving Ground, or other Government approved facility, 120 days after contract award. Aberdeen Proving Ground, or other Government approved facility, has 90 days to test the First Article and 30 days to prepare the report to send back to the contractor. The contractor will then have 10 days to incorporate the Report, if necessary, and ship to TACOM-ARDEC, Attn: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.</p> <p>*Production Delivery Schedule: 90 days after First Article Approval</p> <p>*EARLIER DELIVERY OF THE PRODUCTION QUANTITIES IS NOT AUTHORIZED.</p> <p>Minimum Total Quantity: 25 each Maximum 10 yr Total Quantity: 3,000 each Monthly shipment requirement: 10 each</p> <p>FOB: Origin</p> <p>ALTERNATE TEST AND INSPECTION</p> <p>Offerors are encouraged to propose alternatives to the tests and inspections provided in the DFP</p> <p>PROPOSING A PRICE ON THIS LINE ITEM IS NOT MANDATORY</p> <p>If offerors choose to propose alternatives see Section L and M for instructions and</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	<p>evaluation criteria. In addition, offerors shall submit prices on the attached price evaluation sheets (Attachment 009)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p> <p><u>CLASS II, LEVEL 1: CORE SET</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 4910-01-490-6453</p> <p>Offerors shall submit all prices on the attached price evaluation sheets. (Attachment 009 )</p> <p>SECTION C                      Description for Purchase (DFP) 420 (Attachment 008 )</p> <p>SECTION E: INSPECTION/ACCEPTANCE                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 5 each                      Maximum 10 yr Total Quantity: 1000 each                      Monthly shipment requirement: 10 each</p> <p>Production Delivery Schedule: 90 days</p> <p>FOB: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP NO 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p> <p><u>CLASS II, LEVEL 2: MODULE #1</u></p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
0004AE	<p><u>CLASS II, LEVEL 2: MODULE #1</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	<p>SECURITY CLASS: Unclassified                      __NSN: NOT ASSIGNED YET</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 009 )</p> <p>SECTION C                      Description for Purchase (DFP) 420 (Attachment 008 )</p> <p>SECTION E: INSPECTION/ACCEPTANCE                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 1 each                      Maximum 10 yr Total Quantity: 1000 each                      Monthly shipment requirement: 10 each</p> <p>FOB: Origin</p> <p>Production Delivery Schedule: 90 days</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p> <p><u>CLASS II, LEVEL 3: MODULE #2</u></p> <p>SECURITY CLASS: Unclassified                      NSN: Not assigned yet</p> <p>Offerors shall submit all prices on the attached price evaluation sheets. (Attachment 009 )</p> <p>SECTION C                      Description for Purchase (DFP) 420 (Attachment 008 )</p> <p>SECTION E: INSPECTION/ACCEPTANCE                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	<p>Minimum Total Quantity: 1 each                      Maximum 10 yr Total Quantity: 1,000 each                      Monthly shipment requirement: 10 each</p> <p>Production Delivery Schedule: 90 days</p> <p>FOB: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:</p> <p><u>CLASS III: ENCLOSURE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>__NSN: NOT ASSIGNED YET</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment 009)                      This CLIN has 2 sheets - one for meeting the requirements of DFP paragraph 3.4.2.3 Nuclear, Biological, and Chemical Contamination Survivability and one for <u>not</u> meeting the requirements of the paragraph. If you can propose both ways fill out both sheets. If you can propose only one way fill out only one sheet. Proposing only one way will not effect your chances of getting in the award pool.</p> <p>SECTION C                      Description for Purchase (DFP) 420 (Attachment 008 )</p> <p>SECTION E: INSPECTION/ACCEPTANCE                      Inspection: Origin                      Acceptance: Origin</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 1 each                      Maximum 10 yr Total Quantity: 1,000 each</p> <p>FOB: Origin</p> <p>Production delivery schedule: 90 days</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      SEE DFP NO. 420</p> <p>(End of narrative D001)</p> <p>FOB POINT:                      SEGMENT 5: VEHICLE/TRAILER MOUNTED SHOP SETS</p> <p>(End of narrative A001)</p>				
0005	<p><u>Supplies or Services and Prices/Costs</u></p>				
0005AA	<p><u>SHOP EQUIPMENT WELDER</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>First Article Test Report REQUIRED</u></p> <p>NSN: Not assigned yet</p> <p>Minimum guaranteed quantity is 20 each</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment-017)</p> <p>SECTION C                      Description for Purchase (DFP) 419 (ATTACHMENT 012)</p> <p>SECTION E: INSPECTION/ACCEPTANCE                      Inspection: Origin                      Acceptance: Origin</p> <p>First Article Test Delivery Schedule:</p> <p>The contractor shall deliver the First Article Test units to Aberdeen Proving Ground, or other Government approved facility, 180 days after contract award. Aberdeen Proving Ground, or other Government approved facility, has 120 days to test the First Article and 45 days to prepare the report to send back to the contractor. The contractor will then have 15 days to incorporate the Report, if necessary, and ship to TACOM-ARDEC, Attn: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.</p> <p>SECTION F: DELIVERIES OR PERFORMANCE</p> <p>Minimum Total Quantity: 20 each                      Maximum 10 yr Total Quantity: 1500                      Monthly shipment requirement: 10</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>*Production Delivery Schedule: 180 days after First Article Approval</p> <p>*EARLIER DELIVERY OF THE PRODUCTION QUANTITIES IS NOT AUTHORIZED.</p> <p>FOB: Origin</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment-017)</p> <p>SECTION C Description for Purchase (DFP) 419 (ATTACHMENT 012)</p> <p>TECHNICAL MANUALS</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment-017)</p> <p>SECTION C Description for Purchase (DFP) 419 (ATTACHMENT 012)</p> <p>VIDEO</p> <p>Offerors shall submit prices on the attached price evaluation sheets. (Attachment-017)</p> <p>SECTION C DFP 419 (ATTACHMENT 012)</p> <p>ALTERNATE TEST AND INSPECTIONS</p> <p>Offerors are encouraged to propose alternatives to the tests and inspections provided in the DFP</p> <p>PROPOSING A PRICE ON THIS LINE ITEM IS NOT MANDATORY.</p> <p>If offerors choose to propose alternatives see Section L and M for instructions and evaluation criteria. In addition, offerors shall submit prices on the attached price evaluation sheets (Attachment - 017)</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> SEE DFP NO. 419</p> <p>(End of narrative D001)</p>				

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** DAAE20-02-R-0193 **MOD/AMD**

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**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	FOB POINT:				

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 20 of 92**

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MOD/AMD

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CLIN 0001AA - THE SMALL ARMS REPAIRMAN TOOL KIT IS DEFINED BY DESCRIPTION FOR PURCHASE (DFP) 1, DATED 5 AUG 2002. DFP 1 IS INCORPORATED AT ATTACHMENT 001.

CLIN 0002AA - THE ENGINEER CONSTRUCTION, CARPENTER'S TOOL KIT IS DEFINED BY DFP 414, DATED 1 AUG 2002. DFP IS INCORPORATED AT ATTACHMENT 003.

CLIN 0003AA - THE EXPLOSIVE ORDNANCE DISPOSAL TOOL KIT IS DEFINED BY DFP 418, DATED 1 AUG 2002. DFP 418 IS INCORPORATED AT ATTACHMENT 005.

CLINS 0004AA THROUGH 0004AG - THE STANDARD AUTOMOTIVE TOOL SET IS DEFINED BY DFP 420, DATED 7 AUG 2002. DFP 420 IS INCORPORATED AT ATTACHMENT 008.

CLINS 0005AA - THE SHOP EQUIPMENT, WELDER IS DEFINED BY DFP 419, DATED 10 JULY 2002. DFP 419 IS INCORPORATED AT ATTACHMENT 012.

\*\*\* END OF NARRATIVE C 001 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
C-1 52.225-4502 TACOM-RI	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

C.2 SAFETY ASSESSMENT REPORT is applicable for CLIN 0004AC, Class I, Level 3 Standard Automotive Tool SET and for CLIN 0005AA, SHOP EQUIPMENT WELDER.

C.2.1 You shall perform a safety assessment report on the Class I, Level 3 Shop Set, Standard Automotive Tool and Shop Equipment Welder to identify hazards associated with this system. As a result of your system safety evaluation and any testing that you may have performed, you shall provide a safety assessment report, in your own format, covering the following areas below 90 days prior to First Article Testing:

1. Safety Assessment. You shall perform and document a safety assessment to identify all safety features of the system and software, as applicable. Additionally, identify any procedural, hardware and software related hazards that may be present in the system being acquired including specific procedural controls and precautions that should be followed. The safety assessment shall summarize:

a. System description.

- (1) The purpose and intended use of the system.
- (2) A brief historical summary of system development.
- (3) A brief description of the system and its components, including name, type, model number(s).
- (4) As applicable, photographs, charts, flow functional diagrams, sketches or schematics which show the physical characteristics of the overall system and its major systems and components.

System Operation.

Briefly describe or reference the procedures for operating the system. Discuss the safety design features and controls incorporated into the system as they relate to the operating procedures.

Describe any special safety procedures needed to assure safe operations and maintenance, including emergency procedures.

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Describe anticipated operating environments, and any specific skills required for safe operation, maintenance, transport or disposal.

Describe any special facility requirements or personal equipment to support the system.

c. System Safety Engineering.

(1) Using system safety criteria and methodology provided by Table 1, classify and rank hazards, plus any assumptions on which the criteria or methodologies were based.

(2) Describe or reference analyses and tests performed to identify hazardous conditions inherent in the system.

Discuss the hazards and actions that have been taken to eliminate or control these items.

Discuss the effects of these controls on the probability of occurrence and severity level of the potential mishaps.

(3) Discuss or reference results of tests conducted to validate safety criteria requirements and analyses.

Conclusions and Recommendations.

a. Include a short assessment of the results of the safety program efforts. Include a list of all significant hazards along with specific safety recommendations or precautions required to ensure the safety of personnel and property. Categorize the list of hazards as to whether or not they may be expected under normal or abnormal operating conditions.

b. If the system does not contain or generate hazardous materials (i.e., explosive, toxic, radioactive, carcinogenic, etc.) a statement to that effect shall be included. For all hazardous materials generated by or used in the system, the following information shall be included:

(1) Materiel identification as to type, quantity, and potential hazards.

(2) Safety precautions and procedures necessary during use, storage, transportation, and disposal.

(3) A copy of the Material Safety Data Sheet (OSHA Form 20 or DD Form 1813).

c. Conclude with a statement signed by the Contractor System Safety Manager and the Program Manager stating that all identified hazards have been eliminated or controlled and that the system is ready to test, operate, or proceed to the next acquisition phase. In addition, the contractor shall make recommendations applicable to the safe interface of this system with the other system(s).

TABLE 1 - HAZARD SEVERITY AND PROBABILITY CATEGORIES

HAZARD SEVERITY CATEGORIES

DESCRIPTION	CATEGORY	DEFINITION
CATASTROPHIC	I	Death or permanent total disability, system loss, major property or environmental damage.
CRITICAL	II	Permanent partial disability or temporary total disability in excess of 3 months, major system damage, significant property or environmental damage.
MARGINAL	III	Minor injury, lost workday accident or compensable injury or illness, minor system damage, minor property or environmental damage.
NEGLIGIBLE	IV	First aid or minor supportive medical treatment, less than minor system impairment or environmental damage.

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HAZARD PROBABILITY LEVELS

DESCRIPTION*	LEVEL	SPECIFIC INDIVIDUAL ITEM	FLEET OR INVENTORY**
FREQUENT	A	Likely to occur frequently	Continuously experienced
PROBABLE	B	Will occur several times in the life of an item.	Will occur frequently
OCCASIONAL	C	Likely to occur some time in the life of an item	Will occur several times
REMOTE	D	Unlikely but possible to occur in the life of an item	Unlikely but can reasonably be expected to occur
IMPROBABLE	E	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur, but possible

\*Definitions of descriptive words may have to be modified based on quantity involved.

\*\*The size of the fleet or inventory should be defined.

\*\*\* END OF NARRATIVE C 002 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 24 of 92****PIIN/SIIN** DAAE20-02-R-0193**MOD/AMD****Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

CLIN 0001AA - THE SMALL ARMS REPAIRMAN TOOL KIT PACKAGING REQUIREMENTS ARE DEFINED IN DESCRIPTION FOR PURCHASE (DFP) 1, DATED 5 AUG 2002. DFP 1 IS INCORPORATED AT ATTACHMENT 001.

CLIN 0002AA - THE ENGINEER CONSTRUCTION, CARPENTER'S TOOL KIT PACKAGING REQUIREMENTS ARE DEFINED IN DFP 414, DATED 1 AUG 2002. DFP IS INCORPORATED AT ATTACHMENT 003.

CLIN 0003AA - THE EXPLOSIVE ORDNANCE DISPOSAL TOOL KIT PACKAGING REQUIREMENTS ARE DEFINED IN DFP 418, DATED 1 AUG 2002. DFP 418 IS INCORPORATED AT ATTACHMENT 005.

CLIN 0004AA THROUGH 0004AG - STANDARD AUTOMOTIVE TOOL SET PACKAGING REQUIREMENTS ARE DEFINED IN DFP 420, DATED 7 AUG 2002. DFP 420 IS INCORPORATED AT ATTACHMENT 008.

CLIN 0005AA - THE SHOP EQUIPMENT, WELDER PACKAGING REQUIREMENTS ARE DEFINED IN DFP 419, DATED 10 JULY 2002. DFP 419 IS INCORPORATED AT ATTACHMENT 012.

\*\*\* END OF NARRATIVE D 001 \*\*\*

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

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

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
CLIN 0004AC	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	UNTAILORED
CLIN 0005AA	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPH 7.3
CLIN 0004AC	QUALITY SYSTEMS - MODEL FOR QA	ISO 9001	18 JUL 1994	UNTAILORED
CLIN 0005AA	QUALITY SYSTEMS - MODEL FOR QA	ISO 9002	18 JUL 1994	UNTAILORED

(End of clause)

(EF6002)

E-4	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING) TACOM-RI	MAR/2001
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a. The first article shall consist of:

CLIN 0001AA - 3 each Tool Boxes, to be inspected and tested to ALL REQUIREMENTS of Description for Purchase 1 paragraph 4.4 (Performance Tests) for Small Arms Repairman Tool Kit

CLIN 0002AA - 2 each Engineer Construction, Carpenter's Tool Kit, to be inspected and tested to ALL REQUIREMENTS OF Description for Purchase (DFP) 420

CLIN 0004AC - 2 each, Class I, Level 3: Core Set of Tools and Equipment plus Modules #1 and #2 mounted in the Enclosure to be inspected and tested to ALL REQUIREMENTS of Sections 3 and 4 of the DFP 420

CLIN 0005AA - 2 each Shop Equipment, Welder to be inspected and tested to ALL REQUIREMENTS of DFP 419

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

**Name of Offeror or Contractor:**

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5	52.246-4503	ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL	JAN/1999
	TACOM-RI	PROCESS CONTROL (SPC))	

THIS CLAUSE IS APPLICABLE TO CLINS 0004AC AND 0005AA ONLY

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.

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(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-6            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL  
TACOM-RI

MAY/1994

THIS CLAUSE IS APPLICABLE TO CLIN 0004AC ONLY.

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a

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description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-7            52.246-4540            CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000            APR/2001  
                  TACOM-RI

THIS CLAUSE IS APPLICABLE TO CLIN 0004AC ONLY.

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_ NOT CERTIFIED

(2) \_\_\_ CERTIFIED

(i) \_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

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

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.204-4501 TACOM-RI	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE	DEC/1999

(a) Within 90 calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the Termination for Default clause of this contract and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within 60 calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within 90 calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

H-4	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988
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Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments

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shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-5            52.245-4506            GOVERNMENT FURNISHED PROPERTY            OCT/1994  
TACOM-RI

THIS CLAUSE IS APPLICABLE TO CLINS 0003AA, 0004AA, 0004AB, 0004AC, 0004AD AND 0005AA ONLY.

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number (CLIN 0003AA - ATTACHMENT 007, CLIN 0004AA, 0004AB, 0004AC, and 0004AD - ATTACHMENT 011, AND CLIN 0005AA - ATTACHMENT 018) of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number (CLIN 0003AA - ATTACHMENT 007, CLIN 0004AA, 0004AB, 0004AC AND 0004AD - ATTACHMENT 011, AND CLIN 0005AA - ATTACHMENT 018) of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number (CLIN 0003AA - ATTACHMENT 007, CLIN 0004AA, 0004AB, 0004AC AND 0004AD - ATTACHMENT 011, AND CLIN 0005AA - ATTACHMENT 018) of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            NOV/2001  
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is webbd@ria.army.mil. The data fax number for submission is (309) 782-2722, ATTN: Ms. Donna L. Webb.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

H-7            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
TACOM-RI

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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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## SECTION I - CONTRACT CLAUSES

I-1 THE CLAUSE 252.232-7004 DOD PROGRAM PAYMENT RATES IS APPLICABLE TO CLIN 0005AA ONLY.

I-2 THE CLAUSE 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM AND 52.232-16 PROGRESS PAYMENTS ALTERNATE III ARE APPLICABLE TO CLINS 0001AA, 0002AA, 0003AA, AND 0004AA, 0004AB, 0004AC, 0004AD, 0004AE, 0004AG ONLY.

I-3 The following clauses and provisions pertain to CLIN 0001AA, CLIN 0002AA, and CLIN 0003AA only:

1. 252.225-7001 Buy American Act - Balance of Payments Program - Supplies
2. 252.225-7002 Qualifying Country Sources as Subcontractors

I-4 The following clauses and provisions pertain to CLINs 0004AA, 0004AB, 0004AC, 0004AD, 0004AE, 0004AG and 0005AA only:

1. 252.225-7007 Buy American Act - Trade Agreements - Balance of Payments Program
2. 252.225-7037 Duty Free Entry - Eligible End Products

I-5 THE CLAUSE 52.246-1, CONTRACTOR INSPECTION REQUIREMENTS IS APPLICABLE TO CLIN 0001AA ONLY.

\*\*\* END OF NARRATIVE I 001 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-12	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-14	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-15	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-16	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-17	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001

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I-24	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-25	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-27	52.227-3	PATENT INDEMNITY	APR/1984
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-29	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-30	52.232-1	PAYMENTS	APR/1984
I-31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-32	52.232-11	EXTRAS	APR/1984
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-35	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-36	52.232-25	PROMPT PAYMENT	FEB/2002
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-42	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-43	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-44	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-45	52.248-1	VALUE ENGINEERING	FEB/2000
I-46	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-50	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-51	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-52	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-54	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-55	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-57	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-58	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-59	252.225-7007 DFARS	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENT PROGRAM	SEP/2001
I-60	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-61	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-62	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-63	252.225-7015 DFARS	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-64	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-65	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-66	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991

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I-67	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-68	252.225-7037 DFARS	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
I-69	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-70	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-71	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-72	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-73	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-74	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-75	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-77	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-78	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD through TEN YEARS AFTER DATE OF CONTRACT AWARD.

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

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

End of Clause

(IF6155)

I-79	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than

CLIN 0001AA	150 EA	
CLIN 0002AA	100 EA	
CLIN 0003AA	1 EA	
CLIN 0004AA	5 EA	
CLIN 0004AB		5 EA
CLIN 0004AC	5 EA	
CLIN 0004AD	5 EA	
CLIN 0004AE	1 EA	
CLIN 0004AF	1 EA	
CLIN 0004AG	1 EA	
CLIN 0005AA	20 EA	

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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CLIN 0001AA	2,500 EA	
CLIN 0002AA	1,500 EA	
CLIN 0003AA	300 EA	
CLIN 0004AA	150 EA	
CLIN 0004AB	150 EA	
CLIN 0004AC	150 EA	
CLIN 0004AD	150 EA	
CLIN 0004AE	150 EA	
CLIN 0004AF	150 EA	
CLIN 0004AG	150 EA	
CLIN 0005AA		150 EA

(2) Any order for a combination of items in excess of--

CLIN 0001AA	2,500 EA	
CLIN 0002AA	1,500 EA	
CLIN 0003AA	300 EA	
CLIN 0004AA	150 EA	
CLIN 0004AB	150 EA	
CLIN 0004AC	150 EA	
CLIN 0004AD	150 EA	
CLIN 0004AE	150 EA	
CLIN 0004AF	150 EA	
CLIN 0004AG	150 EA	
CLIN 0005AA	150 EA	

OR--

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within FIFTEEN (15) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-80 52.216-22 INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the

**Name of Offeror or Contractor:**

Contractor shall not be required to make any deliveries under this contract TEN YEARS AFTER DATE OF CONTRACT AWARD.

(End of clause)

(IF6036)

I-81 52.232-16 PROGRESS PAYMENTS  
APPLICABLE TO SMALL BUSINESSES

FEB/2002

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of

**Name of Offeror or Contractor:**

less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty-FIVE percent (85%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

**Name of Offeror or Contractor:**

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

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MOD/AMD

**Name of Offeror or Contractor:**

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is defined. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefined contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IF6182)

I-82 52.232-16 PROGRESS PAYMENTS - ALTERNATE III  
APPLICABLE TO LARGE BUSINESSES

FEB/2002

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

**Name of Offeror or Contractor:**

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

**Name of Offeror or Contractor:**

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

**Name of Offeror or Contractor:**

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the

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**Name of Offeror or Contractor:**

Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefined contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(m) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of Clause)

(IP6185)

I-83

252.225-7027  
DFARS

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

MAR/1998

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Saudi Arabia contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

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(End of clause)

(IA6721)

I-84            52.203-6            RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT            JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-85            52.203-7            ANTI-KICKBACK PROCEDURES            JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

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(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-86 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1)

**Name of Offeror or Contractor:**

progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

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

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-87            52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH            JUL/1995  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-88            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

**Name of Offeror or Contractor:**

I-89 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

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I-90                    52.222-20                    WALSH-HEALEY PUBLIC CONTRACTS ACT                    DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-91                    52.227-1                    AUTHORIZATION AND CONSENT                    JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-92                    52.245-9                    USE AND CHARGES (DEVIATION)                    APR/1984

(a) Definitions.  
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

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(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

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

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

(End of clause)

(IF7016)

I-94 Warranty. Tailored to read as follows:

a. TOOLS:

(1) WARRANTY:

(a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Description for Purchase for the Small Arms Repairman Tool Kit, Engineer Construction - Carpenters Tool Kit, Explosive Ordnance Disposal Tool Kit, Standard Automotive Tool Set, and Shop Equipment Welder the contractor shall provide a lifetime warranty to replace any tool that does not perform in accordance with its intended function. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(b) Other Warranty: For items identified as requiring a non-lifetime warranty in the Description for Purchase for the Small Arms Repairman Tool Kit, Engineer Construction-Carpenters Tool Kit, Explosive Ordnance Disposal Tool Kit, Standard Automotive Tool Set, and Shop Equipment Welder the contractor shall provide the identified warranty to replace any tool that does not perform in accordance with its intended function. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(c) Warranty Administration:

(i) From the Date the contractor receives a request for warranty replacements, the contractor shall have 10 working days for CONUS and 20 working days for OCONUS to deliver a replacement tool into the hands of the customer. The cost of shipping replacement tools shall be the responsibility of the contractor.

(ii) Defective tools will only be returned at the request of the contractor. The cost of shipping the defective tool will be the responsibility of the Government.

(iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:

(a) Preferred method is via the internet at: <http://aeps.ria.army.mil>. Click on "Accept", then click on "Submit Quality Deficiency Reports" and follow the instructions to complete the form.

(b) Alternate methods are via email to: [QAWQDRS@RIA.ARMY.MIL](mailto:QAWQDRS@RIA.ARMY.MIL) or via fax to 309-782-6653 or DSN 793-6653. Call 309-782-7698 or DSN 793-7698 for verification or assistance.

(iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.

(2) LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

\*\*\* END OF NARRATIVE I 002 \*\*\*

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DESCRIPTION FOR PURCHASE (DFP) NO. 1 ENTITLED "SMALL ARMS REPAIRMAN TOOL KIT"	05-AUG-2002	013	
Attachment 002	PRICING EVALUATION SPREADSHEET - SMALL ARMS REPAIRMAN TOOL KIT		001	
Attachment 003	DFP NO. 414 ENTITLED "ENGINEER CONSTRUCTION, CARPENTER'S TOOL KIT"	01-AUG-2002	033	
Attachment 004	PRICING EVALUATION SPREADSHEET - ENGINEER CONSTRUCTION CARPENTERS TOOL KIT		002	
Attachment 005	DFP NO. 418 ENTITLED "EXPLOSIVE ORDNANCE DISPOSAL TOOL KIT"	01-AUG-2002	065	
Attachment 006	PRICING EVALUATION SPREADSHEET EXPLOSIVE ORDNANCE DISPOSAL TOOL KIT		001	
Attachment 007	GOVERNMENT FURNISHED PROPERTY - EXPLOSIVE ORDNANCE DISPOSAL		001	
Attachment 008	DFP NO. 420 ENTITLED "STANDARD AUTOMOTIVE TOOL SET (SATS)"	05-AUG-2002		
Attachment 009	PRICING EVALUATION SPREADSHEET - STANDARD AUTOMOTIVE TOOL SETS		007	
Attachment 010	STATEMENT OF WORK FOR DATA SUPPORT FOR STANDARD AUTOMOTIVE TOOL SETS			
Attachment 011	GOVERNMENT FURNISHED PROPERTY LIST FOR DFP 420		001	
Attachment 012	DFP NO. 419 ENTITLED "SHOP EQUIPMENT WELDER"	10-JUL-2002	029	
Attachment 013	LIST OF COMPONENTS - SHOP EQUIPMENT WELDER		006	
Attachment 014	SCOPE OF WORK (SOW) PUBLICATION REQUIREMENT SHOP EQUIPMENT WELDER		016	
Attachment 015	SOW TRAINING FAMILIARIZATION VIDEO-SHOP EQUIPMENT WELDER		003	
Attachment 016	SOW REPAIR SUPPLY SUPPORT - SHOP EQUIPMENT WELDER		014	
Attachment 017	PRICING EVALUATION SPREADSHEET - SHOP EQUIPMENT WELDER		001	
Attachment 018	GOVERNMENT FURNISHED PROPERTY LIST - SHOP EQUIPMENT WELDER		001	
Attachment 019	PAST PERFORMANCE QUESTIONNAIRE - SEGMENT 1		002	
Attachment 020	PAST PERFORMANCE QUESTIONNAIRE - SEGMENT 2		002	
Attachment 021	PAST PERFORMANCE QUESTIONNAIRE - SEGMENT 3		002	
Attachment 022	PAST PERFORMANCE QUESTIONNAIRE - SEGMENT 4		002	
Attachment 023	PAST PERFORMANCE QUESTIONNAIRE - SEGMENT 5		002	
Attachment 024	SMALL BUSINESS PARTICIPATION - SEGMENT 1		002	
Attachment 025	SMALL BUSINESS PARTICIPATION - SEGMENT 2		002	
Attachment 026	SMALL BUSINESS PARTICIPATION - SEGMENT 3		002	
Attachment 027	SMALL BUSINESS PARTICIPATION - SEGMENT 4		002	
Attachment 028	TERMS AND CONDITIONS OF TESTS		003	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs

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Attachment 8A      Data Delivery Description - Request for Deviation      JUL 01      4 Pgs

(End of Clause)

(JS7001)



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a service-disabled veteran-owned small business concern.

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

- (i) it  
\_\_\_ is  
\_\_\_ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, 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 representations in paragraph (b)(4)(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 name 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.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) 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 of 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, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

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

(1) Means a small business concern -

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a 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," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

(1) Not less than 51 percent of which is owned by one or more veteran (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.

**Name of Offeror or Contractor:**

"Women-owned small business concern," as used in this provision, 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.

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

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

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

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

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

(End of provision)

(KF6014)

K-6

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

**Name of Offeror or Contractor:**

(End of Provision)

(KF7005)

K-7            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, 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 stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it \_\_\_\_\_is,\_\_\_\_\_is not a women-owned business concern.

(End of provision)

(KF7064)

K-8            52.207-4            ECONOMIC PURCHASE QUANTITY - SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-9            52.209-5            CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,            DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

Name of Offeror or Contractor:

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )
have not ( )

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) 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 evasions, or receiving stolen property; and

(C) Are ( )
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )
has not ( )

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

( )intends,
( )does not intend
(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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**Name of Offeror or Contractor:**

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(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

(KF7023)

K-11      52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS      FEB/1999

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-12      52.222-25      AFFIRMATIVE ACTION COMPLIANCE      APR/1984

The offeror represents that (a) it  
 ( ) has developed and has on file,  
 ( ) has not developed and does not have on file,  
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
 ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)







**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
INSTRUCTIONS TO OFFERORS

1. Offers shall be submitted in accordance with the following instructions. Proposals must be signed, dated and received by the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on letterhead stationery, or as otherwise specified in the solicitation. Deviations from these instructions may result in a rejection of your proposal. Proposals must be clear, complete and logically organized. In order to avoid unnecessary expense to both the Government and the offeror, offerors are advised to thoroughly review Section M prior to submitting a proposal. The Government will consider an offeror's failure to fully comply with these instructions as indicative of the type of conduct that it may expect from the offeror during contract performance.

2. Offers may submitted on one or more of the following segments:

- Segment 1. Mechanical/Maintenance Tool Kits
- Segment 2. Construction/Engineer Tool Kits
- Segment 3. Specialized Tool Kits
- Segment 4. Containerized Shop Sets
- Segment 5. Vehicle/Trailer Mounted Shop Sets

Each segment will be individually competed and awarded. Offerors must submit a separate technical, past performance, small business participation (as appropriate) and price proposal for each segment for which they choose to compete.

Small business concerns may submit separate alternative proposals based on meeting or not meeting the non-manufacturers rule (see 13 CFR 121.406). As stated in Section A, the "non-manufacturers rule" means that a small business under the applicable size standard shall provide either its own product or that of another domestic small business manufacturing or processing concern. Proposals based on meeting the non-manufacturers rule must be supported by adequate documentation.

The scope of the type of items that may be ordered under each segment and the proposal requirements for each segment are outlined below.

3. Technical proposals.

This section contains the technical proposal requirements for each of the five segments. Each segment references a sample requirement or purchase description that is indicative of the type of SKO that may be ordered within that segment. Depending on offers received, the Army may issue a delivery order against proposals received on the sample requirements.

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Segment 1, Mechanical/Maintenance Tool Kits

Scope: Mechanical Maintenance Tool Kits consists of an assemblage of mostly hand tools used by automotive, aircraft, and equipment mechanics, and others in the mechanical trades for performing field maintenance and repair. These kits are transported to their place of final use in a single person or multi-person carry tool container. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations. Examples of the types of SKO's to be placed under this segment include:

SC NUMBER	NOMENCLATURE	CURRENT SKO NSN
4931-95-A22	TL KIT TK TURRET AN ART	4931-01-115-5307
4933-95-A06	T/K ARTY FM PCS SET A	4933-00-348-7398
5180-95-A12	T/K ARTY MECHANIC ORDNANCE	5180-00-357-7727
5180-95-B08	T/K AUTO FUEL & ELECTRICAL SYS	5180-00-754-0655
5180-95-B19	TOOL KIT TURRET MECHANIC	5180-01-115-5351
5180-95-B30	TOOL KIT ART MECH VAD	5180-00-937-4517
5180-95-B47	TOOL KIT, GENERAL MECHANICS	5180-01-483-0249
5180-95-B69	TOOL KIT AIRCRAFT ARMAMENT	5180-01-433-4469
5180-95-B70	TOOL KIT AIRCRAFT MAINTENANCE	5180-01-433-4470
5180-95-B71	T/K SA REPAIRMAN ORD	5180-01-462-4254

Proposal Requirements: Offerors shall submit a technical proposal for the following sample purchase description: Small Arms Repairman Tool Kit, See Attachment 001. At a minimum, the offeror shall address the following:

(1) Component Quality: The offeror shall list and describe the components it will deliver and provide evidence that they are industrial quality components as defined below.

"Industrial quality components" are components that are manufactured and marketed for constant, rigorous, industrial environment use, which are supported with product warranties. They are not household-use components or general-purpose components. Industrial,

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commercial and professional quality components are used primarily by skilled professionals and technicians in such areas as machine shops, automotive maintenance and repair facilities, aircraft maintenance and repair facilities, industrial automotive assembly plants, fleet maintenance facilities, airline service facilities, etc. The components will be used for applications in an environment of virtual constant use.

Supporting evidence may include: commercial marketing literature, evidence of substantial sales to commercial industrial customers, test reports that demonstrate compliance with the applicable commercial and industry standards or specifications, drawings and specifications, or other pertinent information.

Merely stating that the components are of industrial quality or sold to industrial users will result in the offer being evaluated as unacceptable or unqualified.

(2) Tool Layout: The offeror shall submit scaled drawings, detailed sketches, 3-D models, or a sample tool kit to describe the components' layout and position in each drawer. The submission shall show the location of each component and the describe materials to be used to contain the components.

(3) Tool Box: The offeror shall submit scaled drawings, detailed sketches, 3-D models, or a sample of the proposed tool kit box and a narrative that explains how the design features specified in section 3 of the purchase description will be addressed.

(4) Warranty: The product description for the tool set describes the minimum warranty required for each component. The warranties that the offeror proposes to furnish shall be identified to the applicable paragraph of the purchase description. Failure to address the warranty will result in the offer being evaluated as unacceptable or unqualified.

Include in the proposal the terms offered for administration of commercial item warranties, such as:

(a) The offeror's proposed maximum response time from receipt of a warranty claim to resolution of the claim (e.g. receipt of replacement tool by the claimant, regardless of worldwide location). Response times less than ten working days for locations within the continental United States or less than twenty working days for locations outside the continental United States will be considered advantages.

(b) The offeror's proposed means of communicating to the product users the identity of warranted items and the procedure for submitting warranty claims through the PCO to the bidder for the length of the commercial item warranty administration period (e.g. permanently mounted label or placard, notice included in the technical manual, etc.).

(5) Production capacity. The offeror shall describe its plant production capacity. The description shall specifically address the offeror's current capacity to produce this item and other items that may be procured under this segment. The description shall include available equipment, people, and space, taking into account the effect of the production of other products upon this available capacity. The description shall identify any production tasks that will be performed by a subcontractor, and the proposed subcontractor(s) shall be identified.

(6) Alternative tests and inspections. Offerors are encouraged to propose alternatives to the tests and inspections required by the product specification. As a Government agency procuring material/material for military applications, we must ensure the products provided exhibit acceptable performance, operational effectiveness, and operational stability in the military environment. As matters of economy and good business practice it is also our policy to make maximum use of prior test information to achieve that end (including relevant information from commercial manufacturers, users, other military Services, other government agencies, or foreign countries) and to make maximum use of modeling and simulation in lieu of live testing. The tests and inspections required by the product specification are the standard and definitive means of determining product compliance under the terms of the contract. However, the Government is willing to accept alternative, but substantially equivalent, test(s) and/or inspection(s) provided it is shown to be in the Government's interest to do so. Any proposed alternative must be approved as relevant and substantially equivalent to the corresponding requirement in the product specification by the PCO based on the recommendation(s) provided by the responsible technical/engineering activity. Alternative proposals must therefore contain sufficient information to permit the Government to make this determination. Offerors submitting alternate proposals must separately price their proposals (1) on the basis that the alternative or alternatives are accepted (2) on the basis that the alternative or alternatives are not accepted and the standard method contained in product specification is employed and (3) to include first article cost. If you have any questions regarding the submission of alternative tests and inspections for any of the product specification requirements, please contact the contracting officer. Offerors who choose not to submit alternative tests and inspections shall indicate that their proposals are based on the standard methods contained in the product specifications.

Segment 2, Construction/Engineer Tool Kits

Scope: Construction/Engineering Tool Sets consists of an assemblage of mostly hand tools, including powered hand tools, primarily

**Name of Offeror or Contractor:**

used in the construction trades to perform construction and repair of facilities, power lines, etc.; transported to its place of final use in a single person or multi-person carry tool container. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations. Examples of the types of SKO's to be placed under this segment include:

SC NUMBER	NOMENCLATURE	CURRENT SKO NSN
4940-95-A86	SERVICE KT PL UTILITY TM	4940-00-089-5278
5180-95-B72	TOOL KIT, CARPENTER	5180-01-447-2200
5180-95-B73	TOOL KIT, CARPENTER	5180-01-447-2199
5180-95-E11	TOOL KT PIONEER EN PT	5180-00-596-1537
5180-95-E11	TOOL KT PIONEER EN PT	5180-00-596-1537
5180-95-E21	TOOL OUTFIT, PIONEER PORTABLE	5180-00-289-9569
5180-95-N08	TOOL KIT CARP ENG SQUAD	5180-00-293-2875
5180-95-N09	TOOL KIT CARP ENG PLATOON	5180-00-293-2873
5180-95-N10	TOOL KT PIONEER CB PT	5180-00-596-1539
5180-95-N12	TOOL KT PIONEER EN SQ	5180-00-596-1546
5180-95-N14	TOOL KT MASON-CONCRETE	5180-00-596-1504
5180-95-N15	TOOL KIT, PIPE CONST	5180-00-799-3339
5180-95-N25	TOOL KIT PLUMBER MAINTENANCE	5180-00-545-8647
5180-95-N32	ERECT OUTFIT STG TANK	5180-00-540-3833
5180-95-N35	TOOL KT ELE SET NO 1	5180-00-313-3045
5180-95-N42	TOOL KT PIPEFITTER SP	5180-00-596-1509
5180-95-N53	TOOL KIT PRECISION INST	5180-00-596-1538
6230-95-N01	LT ST CHART FIELD PORTABLE	6230-00-299-6474

Proposal Requirements: Offerors shall submit a technical proposal for the following sample purchase description: Engineer Construction Carpenters Tool Kit, See Attachment 003. At a minimum, the offeror shall address the following:

(1) Technical Requirements: Submit evidence that clearly indicates the item being offered meets or exceeds the requirements established in the Description for Purchase (other than component quality and layout).

(2) Component Layout: Submit scaled drawings, detailed sketches, 3-D models, or a physical example of the tool set that shows the location of the components in the "job box" container. The submission shall show the location of each component named in this solicitation. If a physical sample is submitted then the tools associated with that sample will suffice to show how components are located and retained.

(3) Component Quality: The offeror shall list and describe the components it will deliver and provide evidence that they are industrial quality components as defined below.

"Industrial quality components" are components that are manufactured and marketed for constant, rigorous, construction environment use, which are supported with product warranties. They are not general-purpose components. Industrial, commercial and professional quality components are used primarily to support regular full time carpenter construction teams working in wood structures with the usual reinforced concrete foundations and metal mechanical installations (plumbing, electrical, etc.).

Supporting evidence may include: commercial marketing literature, evidence of substantial sales to commercial industrial customers, test reports that demonstrate compliance with the applicable commercial and industry standards or specifications, drawings and specifications, or other pertinent information.

Merely stating that the components are industrial quality or sold to industrial users will result in the offer being evaluated as unacceptable or unqualified.

(4) Warranty: The product description for the tool set describes the minimum warranty required for each component. The warranties that the offeror proposes to furnish shall be identified to the applicable paragraph of the purchase description. Failure to address the warranty will result in the offer being evaluated as unacceptable or unqualified.

Include in the proposal the terms offered for administration of commercial item warranties, such as:

(a) The offeror's proposed maximum response time from receipt of a warranty claim to resolution of the claim (e.g. receipt of replacement tool by the claimant, regardless of worldwide location). Response times less than ten working days for locations within the continental United States or less than twenty working days for locations outside the continental United States will be considered advantages.

(b) The offeror's proposed means of communicating to the product users the identity of warranted items and the procedure for submitting warranty claims through the PCO to the bidder for the length of the commercial item warranty administration period (e.g. permanently mounted label or placard, notice included in the technical manual, etc.).

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(5) Production capacity: The offeror shall describe its plant production capacity. The description shall specifically address the offeror's current capacity to produce this item and other items that may be procured under this segment.. The description shall include available equipment, people, and space, taking into account the effect of the production of other products upon this available capacity. The description shall identify any production tasks that will be performed by a subcontractor, and the proposed subcontractor(s) shall be identified.

(6) Alternative tests and inspections. Offerors are encouraged to propose alternatives to the tests and inspections required by the product specification. As a Government agency procuring material/material for military applications, we must ensure the products provided exhibit acceptable performance, operational effectiveness, and operational stability in the military environment. As matters of economy and good business practice it is also our policy to make maximum use of prior test information to achieve that end (including relevant information from commercial manufacturers, users, other military Services, other government agencies, or foreign countries) and to make maximum use of modeling and simulation in lieu of live testing. The tests and inspections required by the product specification are the standard and definitive means of determining product compliance under the terms of the contract. However, the Government is willing to accept alternative, but substantially equivalent, test(s) and/or inspection(s) provided it is shown to be in the Government's interest to do so. Any proposed alternative must be approved as relevant and substantially equivalent to the corresponding requirement in the product specification by the PCO based on the recommendation(s) provided by the responsible technical/engineering activity. Alternative proposals must therefore contain sufficient information to permit the Government to make this determination. Offerors submitting alternate proposals must separately price their proposals (1) on the basis that the alternative or alternatives are accepted (2) on the basis that the alternative or alternatives are not accepted and the standard method contained in product specification is employed and (3) to include first article cost. If you have any questions regarding the submission of alternative tests and inspections for any of the product specification requirements, please contact the contracting officer. Offerors who choose not to submit alternative tests and inspections shall indicate that their proposals are based on the standard methods contained in the product specifications.

## Segment 3, Specialized Tool Kits

Scope: Specialized Tool Kits consists of an assemblage of hand tools, measuring tools and equipment, or special-purpose tools and equipment used to perform a specific mission not normally associated with mechanical maintenance or building trades. These kits may be housed in a single or multiple hand carry containers. These kits are "go-to-war" items used by the military in the battlefield to support wartime operations. Examples of the types of SKO's to be placed under this segment include:

SC NUMBER	NOMENCLATURE	SKO NSN
1375-95-A03	DEMO SET EXPLO ELEC	1375-00-047-3750
1385-95-A01	TL KT SUP EOD METRIC	1385-01-072-8313
1385-95-A03	TL KT SUP EOD FLD MAT	1385-01-095-5221
1385-95-A20	TOOL KT EXPLOSIVE ORDNANCE DISPOSAL	1385-01-267-8116
4931-95-J54	PURGING KIT FC OM	4931-00-065-1110
4940-95-A18	T/K GLASS CUT VEH REPAIR	4940-00-357-7737
5180-95-B29	TOOL KIT ELECTRONIC	5180-01-168-0487
5180-95-N41	SUPPLEMENTARY EQ FOREST	5180-00-285-2059
5280-95-A02	TOOL KIT MACH PCS	5280-00-511-1950
6675-95-N03	SKETCH SE SURVEY MIL F	6675-00-641-3632
6675-95-N04	DRAFT SET 346COMP	6675-00-641-3610
6675-95-N06	DRAFT SET 51 COMP	6675-00-526-7323
6720-95-A02	CAMERA SET STILL PICTURE	6720-01-113-3732
7610-95-A01	BOOK SET EOD	7610-00-130-5356

Proposal Requirements: Offerors shall submit a technical proposal for the following sample purchase description: Explosive Ordnance Disposal Tool Kit See Attachment \_005. At a minimum, the offeror shall address the following:

(1) Technical Requirements: Submit evidence that clearly indicates the item being offered meets or exceeds the requirements established in the Description for Purchase. For those items that are source controlled submit evidence that the proper sources will be utilized and the proper items will be acquired from them.

(2) Component Quality: The offeror shall provide evidence that the components offered are industrial quality components as defined below.

"Industrial quality components" are components that are manufactured and marketed for constant, rigorous, construction environment use, which are supported with product warranties. They are not general-purpose components.

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Supporting evidence may include: commercial marketing literature, evidence of substantial sales to commercial industrial customers, test reports that demonstrate compliance with the applicable commercial and industry standards or specifications, drawings and specifications, or other pertinent information.

Merely stating that the components are industrial quality or sold to industrial users will result in the offer being evaluated as unacceptable or unqualified.

(3) Warranty: The product description for the tool set describes the minimum warranty required for each component. The warranties that the offeror proposes to furnish shall be identified to the applicable paragraph of the purchase description. Failure to address the warranty will result in the offer being evaluated as unacceptable or unqualified.

Include in the proposal the terms offered for administration of commercial item warranties, such as:

(a) The offeror's proposed maximum response time from receipt of a warranty claim to resolution of the claim (e.g. receipt of replacement tool by the claimant, regardless of worldwide location). Response times less than ten working days for locations within the continental United States or less than twenty working days for locations outside the continental United States will be considered advantages.

(b) The offeror's proposed means of communicating to the product users the identity of warranted items and the procedure for submitting warranty claims through the PCO to the bidder for the length of the commercial item warranty administration period (e.g. permanently mounted label or placard, notice included in the technical manual, etc.).

(4) Production capacity: The offeror shall describe its plant production capacity. The description shall specifically address the offeror's current capacity to produce this item and other items that may be procured under this segment. The description shall include available equipment, people, and space, taking into account the effect of the production of other products upon this available capacity. The description shall identify any production tasks that will be performed by a subcontractor, and the proposed subcontractor(s) shall be identified.

## Segment 4, Containerized Shop Sets

Scope: Containerized Shop Sets consists of an assemblage of tools and machinery used to perform field tasks (maintenance, repair, assembly, disassembly, disabling, adjustment, testing, etc.) on equipment or field construction, transported to its place of use as a unit in a container or shelter, which is considered to be part of the mobile shop set. Usually some of the components of a mobile shop are permanently mounted to the container or shelter by mounting bolts or other fasteners. These sets are "go-to-war" items used by the military in the battlefield to support wartime operations. Examples of the types of SKO's to be placed under this segment include:

SC NUMBER	NOMENCLATURE	SKO NSN
3470-95-A15	S/E MACH SHOP FM HVY	3470-00-754-0738
3470-95-A16	S/E MACH SH FM HVY 1	3470-00-754-0739
4933-95-A11	SHOP SET SMALL ARMS	4933-00-754-0664
4940-95-A57	S/E SM EQ REPAIR SHELTER LOAD	4940-00-209-6232
4940-95-A59	S/E ART REPAIR SHELTER MOUNTED	4940-00-209-6235
4940-95-A60	S/E SA REPAIR SHELTER MOUNTED	4940-00-209-6236
4940-95-A62	S/E MACH SP SHELTER MOUNTED	4940-00-209-6238
4940-95-A63	S/E C AND G SP SHELTER MOUNTED	4940-00-209-6239
4940-95-B13	SHOP EQ CTG/WLD	4940-00-264-6205
4940-95-B31	SHOP SET, SPARE PART	4940-01-476-2320
4940-95-A88	S/S POWERPLANT MAINT	
	OPERATING TEAM	4940-00-089-5280
TBD	S/S AVIM CAMP ARMAMENT	
	ELECTRICAL	4940-01-451-0764
4910-95-A81	STANDARD AUTOMOTIVE TOOL KIT	4910-01-490-6453

Proposal Requirements: Offerors shall submit a technical proposal for the following sample purchase description: Standard Automotive Tool Set, See Attachment 008. At a minimum, the offeror shall address the following:

(1) Design Requirements: Submit a written description of the proposed design along with scaled drawings, detailed sketches, 3-D models, or pictures of the proposed shop set that show the enclosure and location of the components. The submission shall show the enclosure in both operational and transport modes, as well as the location of each component named in this solicitation. The narrative shall relate the features of the design to the corresponding requirements in the Description for Purchase. Novel beneficial features and

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incorporation of design characteristics identified as "preferred" in the Description for Purchase (e.g. no modification to Army vehicles required, floor to ceiling height of 78 inches or more, etc.) will be considered advantages. The Government has particular interest in the following areas:

(i) Ease of use of the shop set compared to a tool room in a fixed facility, with particular emphasis on personnel entry into and exit from the enclosure while carrying heavy and/or bulky items, and on the physical effort required to place heavy and bulky items into and remove them from their designated storage locations. Incorporation of design features identified as "preferred" in the Description for Purchase (e.g. low operational floor height minimizing the need for stairs) will be considered advantages.

(ii) The steps required to prepare the shop set for operation upon arrival at its destination, and to pack it up and prepare it for transport by tactical truck, especially the preparations required to load the shop set and its tactical transport onto and unload them from a C130 cargo aircraft. Incorporation of design features identified as "preferred" in the Description for Purchase (e.g. no need for separate Material Handling Equipment, ability to load the shop on a C130 by backing in and unload by driving out) will be considered advantages.

(iii) The cargo capacity remaining for the vehicle combat loads specified in the Description for Purchase. Incorporation of design features identified as "preferred" in the Description for Purchase (e.g. the ability to carry the crew's personal gear, expendable supplies, camouflage, concertina wire or other additional cargo) will be considered advantages.

(2) Component Quality: The offeror shall list and describe the components it will deliver and provide evidence that they are industrial quality components as defined below.

"Industrial quality components" are components manufactured and marketed for constant, rigorous, construction environment use, which are supported with product warranties. They are not general-purpose components. Industrial, commercial and professional quality components are used primarily to support regular full-time workers maintaining mechanical, electrical, and hydraulic equipment.

Supporting evidence may include: commercial marketing literature, evidence of substantial sales to commercial industrial customers, test reports that demonstrate compliance with the applicable commercial and industry standards or specifications, or other pertinent information.

Merely stating that the components are industrial quality or sold to industrial users is insufficient. Proposed items not demonstrated as being of industrial quality will be considered disadvantages.

(3) Warranty: The product description for the tool set describes the minimum warranty required for each component. The warranties that the offeror proposes to furnish shall be identified to the applicable paragraph of the purchase description. Failure to address the warranty will result in the offer being evaluated as unacceptable or unqualified.

Include in the proposal the terms offered for administration of commercial item warranties, such as:

(a) The bidder's proposed maximum response time from receipt of a warranty claim to resolution of the claim (e.g. receipt of replacement tool by the claimant, regardless of worldwide location). Response times less than ten working days for locations within the continental United States or less than twenty working days for locations outside the continental United States will be considered advantages.

(b) The bidder's proposed means of communicating to the product users the identity of warranted items and the procedure for submitting warranty claims through the PCO to the bidder for the length of the commercial item warranty administration period (e.g. permanently mounted label or placard, notice included in the technical manual, etc.).

(4) Production capacity. The offeror shall describe its plant production capacity. The description shall specifically address the offeror's current capacity to produce this item and other items that may be procured under this segment.. The description shall include available equipment, people, and space, taking into account the effect of the production of other products upon this available capacity. The description shall identify any production tasks that will be performed by a subcontractor, and the proposed subcontractor(s) shall be identified

(5) Alternative tests and inspections. Offerors are encouraged to propose alternatives to the tests and inspections required by the product specification. As a Government agency procuring material/material for military applications, we must ensure the products provided exhibit acceptable performance, operational effectiveness, and operational stability in the military environment. As matters of economy and good business practice it is also our policy to make maximum use of prior test information to achieve that end (including relevant information from commercial manufacturers, users, other military Services, other government agencies, or foreign countries) and to make maximum use of modeling and simulation in lieu of live testing. The tests and inspections required by the product specification are the standard and definitive means of determining product compliance under the terms of the contract. However, the Government is willing to accept alternative, but substantially equivalent, test(s) and/or inspection(s) provided it is shown to be in the Government's interest to do so. Any proposed alternative must be approved as relevant and substantially equivalent to the corresponding requirement in the product specification by the PCO based on the recommendation(s) provided by the responsible technical/engineering activity. Alternative proposals must therefore contain sufficient information to permit the Government to make this determination. Offerors submitting alternate proposals must separately price their proposals (1) on the basis that the alternative or alternatives are accepted

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(2) on the basis that the alternative or alternatives are not accepted and the standard method contained in product specification is employed and (3) to include first article cost. If you have any questions regarding the submission of alternative tests and inspections for any of the product specification requirements, please contact the contracting officer. Offerors who choose not to submit alternative tests and inspections shall indicate that their proposals are based on the standard methods contained in the product specifications.

## Segment 5, Vehicle/Trailer Mounted Shop Sets

Scope: Vehicle/Trailer Mounted Shop Sets consist of an assemblage of tools and machinery used to perform field maintenance or field construction, transported to its place of use as a unit in a purpose-built vehicle body or trailer, which is considered to be part of the shop set. Usually some of the components of the shop set are permanently mounted to its "carrier" by mounting bolts or other fasteners. These sets are "go-to-war" items used by the military in the battlefield to carry wartime operations. Examples of the types of SKO's to be placed under this segment include:

SC NUMBER	NOMENCLATURE	SKO NSN
3220-95-E01	SHOP EQ WW BM TRAILER MOUNTED	3220-00-270-8630
3220-95-E01	SHOP EQ WOODWORKING, BM TRLR MT	3220-00-270-8630
3431-95-A04	WELDING SHOP TRAILER	4940-01-090-1231
3431-95-A04	WELDING SHOP TRAILER MOUNTED	4940-01-090-1231
4940-95-A55	S/E CON REPAIR SP V-MOUNTED	4940-00-209-6219
4940-95-B07	TOOL/OF HYD SYS TEST REP	4940-01-036-5784
4940-95-B13	SHOP EQ CTG/WLD	4940-00-264-6205
4940-95-B21	SHP EQ G P TR MT: ENG	4940-01-209-8824
4940-95-B21	SHOP EQ G P TR MT: ENG	4940-01-209-8824
4940-95-B22	SHP EQ G P TR MT: ORD	4940-01-209-8825
4940-95-B25	SHOP EQUIPMENT CON MA	4940-01-333-8470
4940-95-B29	SHOP EQUIPMENT, CONT	4940-01-333-8471
4940-95-B31	SHOP SET, SPARE PART	4940-01-476-2320
5180-95-E21	TOOL OUTFIT PIONEER PORTABLE	5180-00-289-9569

Proposal Requirements: Offerors shall submit a technical proposal for the following sample purchase description: Shop Equipment Welding, See Attachment 012. At a minimum, the offeror shall address the following:

(1) Proposed design: The offeror shall submit a design of its proposed welding shop. The offeror shall submit sketches, drawings, or other media that depict the configuration of the offered design and illustrate how the configuration will perform. The proposed design must conform to all requirements of DFP 419. The offeror shall also describe the proposed material, method of construction, and any other specific features of its design.

The offeror shall also describe or address:

(a) The steps and associated effort required to set up the shop for operation and to prepare it for storage and transport. The explanation shall indicate how the 5th percentile female Metal Worker working alone can accomplish these tasks.

(b) The placement of all controls relative to personnel standing on the ground next to the welding shop.

(c) The method that will be used to shelter the workbench area.

(d) The proposed placement of equipment and expendable supplies within the enclosure. The explanation shall include:

1. The height of the storage location for all equipment weighing more than 80 pounds.

2. The grouping for items normally used together.

3. The visual cues used to assist the operator in determining that an item is not in its designated storage location.

4. The method(s) used to enable the operator to inventory the contents of the shop within five minutes, and to rapidly identify any missing items.

(e) The estimated operating noise level

(f) The method that will be used to secure welding curtains around the workbench.

(g) Estimated Gross Vehicle Weight (GVW) of the fully loaded shop.

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(h) Describe the Safety program and the method for preparing a Safety Assessment Report as required by Section C of the solicitation, Statement of Work. The description shall describe how the contractor will assess potential hazards and identify measures to decrease the levels of risk.

(i) The weight of the trailer enclosure and its ability to withstand transportation shocks and cross-country travel.

(2) Design and Development Capabilities. The offeror shall describe its capability for design of vehicle-mounted enclosures. Included in this description shall be a list of design staff personnel with a description of their relevant skills, abilities, and experience. The offeror shall also describe its ability to develop a product to the point of manufacturing on a full production basis. The description should include the company's process of taking a product from pre-production design to first production parts. The offeror shall describe a product it has produced in the past that is indicative of the offeror's ability to successfully develop and produce a production model that will satisfy DFP #419 requirements.

(3) Production capacity. The offeror shall describe its plant production capacity. The description shall specifically address the offeror's current capacity to produce this item and other items that may be procured under this segment. The description shall include available equipment, people, and space, taking into account the effect of the production of other products upon this available capacity. The description shall identify any production tasks that will be performed by a subcontractor, and the proposed subcontractor(s) shall be identified.

(4) Systems Support: The offeror shall describe its capability to provide repair part supply support, to produce technical manuals, and to produce training videos as required by the 3 statements of work in the solicitation. The description shall identify any supply support tasks, publication tasks, and video production tasks that will be performed by a subcontractor(s) and the proposed subcontractor(s) shall be identified.

(5) Warranty: The product description for the tool set describes the minimum warranty required for each component. The warranties that the offeror proposes to furnish shall be identified to the applicable paragraph of the purchase description. Failure to address the warranty will result in the offer being evaluated as unacceptable or unqualified.

Include in the proposal the terms offered for administration of commercial item warranties, such as:

(a) The bidder's proposed maximum response time from receipt of a warranty claim to resolution of the claim (e.g. receipt of replacement tool by the claimant, regardless of worldwide location). Response times less than ten working days for locations within the continental United States or less than twenty working days for locations outside the continental United States will be considered advantages.

(b) The bidder's proposed means of communicating to the product users the identity of warranted items and the procedure for submitting warranty claims through the PCO to the bidder for the length of the commercial item warranty administration period (e.g. permanently mounted label or placard, notice included in the technical manual, etc.).

(6) Alternative tests and inspections. Offerors are encouraged to propose alternatives to the tests and inspections required by the product specification. As a Government agency procuring material/material for military applications, we must ensure the products provided exhibit acceptable performance, operational effectiveness, and operational stability in the military environment. As matters of economy and good business practice it is also our policy to make maximum use of prior test information to achieve that end (including relevant information from commercial manufacturers, users, other military Services, other government agencies, or foreign countries) and to make maximum use of modeling and simulation in lieu of live testing. The tests and inspections required by the product specification are the standard and definitive means of determining product compliance under the terms of the contract. However, the Government is willing to accept alternative, but substantially equivalent, test(s) and/or inspection(s) provided it is shown to be in the Government's interest to do so. Any proposed alternative must be approved as relevant and substantially equivalent to the corresponding requirement in the product specification by the PCO based on the recommendation(s) provided by the responsible technical/engineering activity. Alternative proposals must therefore contain sufficient information to permit the Government to make this determination. Offerors submitting alternate proposals must separately price their proposals (1) on the basis that the alternative or alternatives are accepted (2) on the basis that the alternative or alternatives are not accepted and the standard method contained in product specification is employed and (3) to include first article cost. If you have any questions regarding the submission of alternative tests and inspections for any of the product specification requirements, please contact the contracting officer. Offerors who choose not to submit alternative tests and inspections shall indicate that their proposals are based on the standard methods contained in the product specifications.

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4. Past Performance All Segments

This section sets forth the requirement for past performance proposals for each of the five segments. The information will be used to assess performance risk. Offerors must submit a separate past performance proposal for each segment for which they choose to compete. Important note: Each segment requests past performance information on a different set of relevant processes and skills. Offerors should take care to provide only that information requested for the particular segment or segments they are competing under.

Contract References: The offeror shall submit with its initial proposal contract references representing its recent, relevant

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performance under Government and/or commercial contracts. The contractor shall submit no more than five(5) contract references for each segment for which you are interested.

"Recent" means any contract under which any performance, delivery, or corrective action has taken place within approximately the last three(3) years of the issuance of this solicitation.

"Relevant" means performance that demonstrates the offeror has successfully performed on contracts involving the following processes or skills:

(a) For the Mechanical Maintenance Segment, proposal for Small Arms Repairman Tool Kit: "relevant" past performance is defined as procurement and supply of individual component tool kits (kits with at least 25 tools). Processes or skills include the design, efficient layout, and supply of toolboxes and cases that provide rapid inventory capability, component organizing, and enhanced inventory methods.

(b) For the Construction/Engineer Segment, proposal for Engineer Construction, Carpenters Tool Kit: "relevant" past performance is defined as procurement and supply of individual component tools and the design, efficient layout, and manufacture of Toolboxes and cases (with at least 25 tools in the Kit.) Processes or skills include the design and fabrication of molded plastic toolboxes that provide rapid inventory capability, component organizing, and enhanced inventory methods.

(c) For the Explosive Ordnance Disposal Tool Kit: "relevant" past performance is defined as procurement of individual component tools, design, efficient layout, and assembly of toolboxes and cases (with at least 25 tools in the kit).

(d) For the Containerized Segment, proposal for the Standard Automotive Tool Set: "relevant" past performance is defined as procurement and supply of individual component tool kits (with at least 100 tools), machinery, and the design, efficient layout, and manufacture of transportable shops integrated in vans, shipping containers, or tactical shelters. Processes or skills include the design and fabrication of self contained, integrated units that provide rapid inventory capability, component organizing, and enhanced inventory methods.

(e) For the Vehicle/Trailer Mounted Segment, proposal for Shop Equipment, Welding: "relevant" past performance is defined as Procurement and supply of individual component kits (with at least 100 tools), machinery, and the design, efficient layout, and manufacture of mobile shops integrated in trucks or trailers. Processes or skills include the design and fabrication of self contained, integrated units that provide rapid inventory capability, component organizing, and enhanced inventory methods.

The following information is required with respect to each contract reference:

1. Contract number and award date
2. Item(s) and or service(s) provided, including national stock number (NSN), product description, part number, if applicable
3. A brief explanation of the contract's relevance of the current procurement
4. Contract dollar value
5. Quantity and monthly delivery rate if applicable.
6. Original performance schedule, actual performance dates
7. Describe technical innovations or engineering changes that improved the quality of performance aspects of the delivered product, or any significant achievements associated with contract performance
8. Buying activity or company, and mailing address
9. Point(s) of contact, including names, job titles, telephone and fax numbers, and email addresses

Forms for each Segment proposal are provided at Attachments #19 through #23 for the offeror's convenience.

Offerors that are newly formed entities may reference contracts performed by predecessor companies or contracts performed or supported by key personnel. Offerors supplying such information shall describe how it is relevant to the performance of this effort.

Other contracts: In addition to the above contract references, the offeror shall identify every recent and relevant contract it was awarded that --

- Experienced any delivery/performance delays; or
- Experienced any quality problems;

The offeror shall also identify every recent contract that was terminated, or cancelled for any reason, in whole or in part.

For any contract falling under the descriptions above, provide all of the information listed in the preceding paragraph, plus -

- List each time the delivery schedule was revised
- Provide an explanation of why the revision was necessary
- Provide a copy of any cure notices or show cause letters received
- Identify reason for any termination
- State any corrective actions taken to avoid recurrence

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- Describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures
- Describe in detail any quality or technical performance problems, including
  - Rejection or failure of vendor parts
  - Internal/external customer complaints,
  - FATR/first piece disapprovals /failures
  - Lot rejections
  - Audit findings classified as major
  - Quality deficiency reports
  - Warranty claims

The number of contract references provided in response to this paragraph is unlimited. If there are no recent relevant contracts meeting the description above, the offeror must so state that.

5. Small Business Participation Segments 1 through 4

This section sets forth the requirement for Small Business Participation proposals for segments 1 through 4. Offerors must submit a separate proposal for each segment for which they choose to compete. The information provided pursuant to this paragraph will be evaluated for delivery order purposes only. It will not be evaluated for the section of awardees for the award pools. Input for this factor will not be required or evaluated when the delivery order is procured as a small business set aside.

All offerors are to identify the extent to which small businesses (SBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs), historically underutilized business zone (HUBZone) small businesses, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCUs/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industrial Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation. The offeror is to address the following factors in detail:

a. All offerors are to provide the following:

(1) The names of SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs or HBCUs/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

(2) A description of the offeror's performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business participation and the internal methods used to monitor such participation. Offerors who have never held a contract incorporating 52.219-8 shall so state.

b. In addition, offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, are to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses that have never held a contract incorporating 52.219-9 will so state.

6. Price.

a. Offerors shall provide firm fixed prices for each CLIN for which they choose to compete. The offeror shall enter its unit prices for each Ordering Period on the applicable Price Evaluation Spreadsheet. The offeror shall also enter applicable First Article Test costs, Alternative Test & Inspections costs, and any other required cost (i.e. manuals, videos) in the spaces provided on the Price Evaluation Spreadsheet. All unit prices proposed will be binding.

b. The Government reserves the right to require the submission of any data (i.e. cost or pricing data) necessary to validate the reasonableness and realism of an offer. If an offer fails to submit prices for all quantity ranges and ordering periods under the segments for which it is competing, its proposal may be considered unacceptable and the Government may reject the proposal.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE II	OCT/1997
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOC9 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) contract FOR CLINS 0001, 0002, 0003, 0004 and 0005 resulting from this solicitation.

(End of Provision)

(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CTTM/MS. DONNA L. WEBB, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-9	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

L-10            52.215-4510            ELECTRONIC BIDS/OFFERS            NOV/2001  
                  TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaisbids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<[https://aais.ria.army.mil/aais/Padds\\_web/index.html](https://aais.ria.army.mil/aais/Padds_web/index.html)>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-11            52.215-4511            ELECTRONIC AWARD NOTICE            FEB/2002  
                  TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to



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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: UNKNOWN

(MF6007)

M-4	15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997
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The following are the evaluation factors for award:

1. Basis for award

TACOM-RI will evaluate the proposals submitted pursuant to Section L of the solicitation in accordance with this section. Each of the five segments (CLINS 0001 through 0005) will be separately evaluated and awarded. TACOM-RI contemplates that it will establish two award pools for each segment. One pool will be created under full and open competition and the other pool will be created for small business concerns. TACOM-RI will establish the awards pools for each segment based on the following factors:

- (1) Technical
- (2) Past Performance
- (3) Price

The technical factor will be evaluated on a "Go/No-Go" basis. The Past Performance factor will be evaluated relative to price on a trade-off basis. The Past Performance factor is more IMPORTANT than Price. The evaluation criterion for each factor is outlined below:

a. Technical:

The technical proposals for each segment will be evaluated on a "Go" "No-Go" basis using the following criteria:

Go: The offeror's technical proposal demonstrates a sound understanding of the sample requirement and generally offers an acceptable approach to meeting the requirement. The offeror otherwise has the ability and capacity to successfully produce the sample requirement, and thereby has demonstrated its ability and capacity to produce similar such items.

No-Go: The proposal fails to meet any of the stated "go" criteria.

All offers meeting the "Go" criteria will be considered technically equal.

b. Past Performance.

Past performance information is evaluated as a predictor of future contract performance. Using past performance information for each offeror, TACOM-RI will assess the probability that requirements will be successfully completed in accordance with contract terms.

In evaluating performance history, TACOM-RI may review the offeror's current and prior performance record of complying with all aspects of its contractual agreements: conformance to technical requirements; timeliness of deliveries/performance; quality of performance.



**Name of Offeror or Contractor:**

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2. Sample requirements: TACOM-RI reserves the right to issue delivery orders based upon proposals received on the sample SKO requirements for each segment. Once the pools have been identified, the proposals submitted by the successful offerors will be further evaluated in accordance with the criterion set forth below.

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SEGMENT 1 (CLIN 0001) SUBCLIN 0001AA: SMALL ARMS REPAIRMAN TOOL KIT

1. TACOM-RI may issue a delivery order based upon proposals received on the sample requirement for this segment. In determining whether to issue an order TACOM-RI will consider the following factors:

- (1) Technical
- (2) Past Performance,
- (3) Small Business Utilization, and
- (4) Price.

These factors will be evaluated on a trade-off basis, although some subfactors may be evaluated on a "Go" "No-Go" basis. The Technical and Past Performance factors are approximately equal and individually they are slightly more important than price and significantly more important than the Small Business Utilization factor. TACOM-RI will use the same evaluation considerations for the Past Performance factor it used to select offerors FOR the award pools. The non-price factors combined are more important than Price. TACOM-RI reserves the right to select other than the low priced proposal or highest rated proposal.

a. Technical: This factor contains six subfactors, to include (1) Tool Quality, (2) Tool Layout, (3) Toolbox, (4) Warranty, (5) Production Capacity, and (6) Alternative Tests and Inspections. The Tool Quality factor and the Alternative Tests and Inspections factor will be evaluated on a "go" "no-go" basis. The remaining subfactors are equally important.

(1) Component Quality: The submission will be evaluated to determine whether the tools are of industrial quality.

Go: The offeror has provided evidence that all of the offered tools are of industrial quality.

No-Go: The offeror failed to provide evidence that all of the offered tools are of industrial quality.

(2) Tool Layout: The submission will be evaluated to determine whether provisions have been made for the secure containment of all tools in a logical manner.

Excellent: The offeror has provided evidence of meeting all requirements for secure tool placement and provided a layout that shows the tools are placed with regard for their accessibility.

Good: The offeror has provided a tool layout that demonstrates regard for accessibility but not for secure placement, or shows regard for secure placement but not for accessibility.

Not Acceptable: The offeror has provided a component layout that demonstrates a lack of organization with little or no regard for secure placement or accessibility, or has provided no component layout.

(3) Toolbox: The submission will be evaluated to determine the extent to which it adequately addresses the design features and test requirements specified in the Description For Purchase (DFP-1).

Excellent: The scaled drawings, detailed sketches, 3-D models, or a sample submission and narrative clearly and unequivocally address the design features and test requirements specified in the DFP.

Good: The scaled drawings, detailed sketches, 3-D models, or a sample submission and narrative address the design features and test requirements specified in the DFP.

Adequate: Either the scaled drawings, detailed sketches, 3-D models, or a sample submission or the narrative is lacking in some degree, but overall the proposal adequately addresses the design features and test requirements specified in the DFP.

Not Acceptable: The offer fails to adequately address the design features and test requirements specified in the Description For Purchase (DFP-1).

(4) Warranty: TACOM-RI will evaluate the terms offered for administration of warranties and the extent to which the warranties offered meet or exceed the requirements of the solicitation.

**Name of Offeror or Contractor:**

Excellent: The majority of the warranted items exceed the solicitation requirements and the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Good: Either the majority of the warranted items exceed the solicitation requirements or the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Adequate: The warranty terms offered conform to the requirements of the solicitation and the approach to the administration of the warranties is acceptable.

(5) Production capacity: The quality and completeness of the information provided will be assessed, and the offeror rated on its ability to absorb the workload represented by the solicitation quantities.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(6) Alternative tests and inspections:

Acceptable: TACOM-RI has determined that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror has indicated it will perform the standard tests and inspections required by the purchase description.

Not Acceptable: The offeror has not provided sufficient information to permit TACOM-RI to determine that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror fails to indicate it will perform the standard tests and inspections required by the purchase description.

b. Small Business Participation:

1. TACOM-RI will evaluate the extent to which offerors identify, and commit to utilizing, SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs in the performance of the contract; such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. TACOM-RI will also evaluate the extent of the offeror's past compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, and Small Business Subcontracting Plan. Evaluation will consider the following:

(a) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs;

(b) The extent of participation of such concerns in terms of the value of the total contract amount; and

(c) An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

(i) For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

(ii) For offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(d) The extent of substantive evidence indicating the level of past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

2. The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for

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the definition that most closely meets the evaluation conclusion.

(a) EXCELLENT - Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk). There is substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(b) GOOD - Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk). There is significant substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(c) ADEQUATE - Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk). There is reasonable substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(d) MARGINAL - Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk) There is minimal substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(e) POOR - Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk) There is little or no substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and 52.219-9.

(f) NEUTRAL - Foreign firm (offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, SDBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

\* Offerors are required to address two areas in their SB Participation response: (1) "Proposed" SB usage in performance of the potential contract, and (2) "Past" usage of SBs in contract performance. The Government will evaluate both areas to develop one overall rating.

**c. Price**

(i) TACOM-RI will evaluate the price proposals submitted for Ordering Periods 1 through 3. For each proposal, TACOM-RI will calculate a total evaluated price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. TACOM-RI will also consider other price related factors required by the solicitation to include any first article tests, alternative tests and inspections, or other costs (i.e. videos, manuals).

(ii) Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(iii) Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what a prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

(iv) If an offeror takes exception to or fails to propose for all quantity ranges and prices, the Government may reject that offer

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as unacceptable.

SEGMENT 2 (CLIN 0002) SUBCLIN 0002AA: ENGINEER CONSTRUCTION - CARPENTERS TOOL KIT

1. TACOM-RI may issue a delivery order based upon proposals received on the sample requirement for this segment. In determining whether to issue an order TACOM-RI will consider the following factors:

- (1) Technical
- (2) Past Performance,
- (3) Small Business Utilization, and
- (4) Price.

These factors will be evaluated on a trade-off basis, although some subfactors may be evaluated on a "Go" "No-Go" basis. The Technical and Past Performance factors are approximately equal and individually they are slightly more important than price and significantly more important than the Small Business Utilization factor. The non-price factors combined are more important than Price. TACOM-RI will use the same evaluation considerations for the Past Performance factor it used to select offerors FOR the award pools. TACOM-RI reserves the right to select other than the low priced proposal or highest rated proposal.

a. Technical: This factor contains six subfactors, to include (1) Technical Requirements (2) Component Layout, (3) Component Quality, (4) Warranty, (5) Production Capacity, and (6) Alternative Tests and Inspections. The Technical Requirements, Component Quality, and Alternative Tests and Inspections factors will be evaluated on a "go" "no-go" basis. The remaining subfactors are equally important.

(1) Technical Requirements: The submission will be evaluated to determine the extent to which the offered item meets or exceeds the requirements of the Purchase Description.

Go: The offeror has provided sufficient evidence that its offered item will meet or exceed the requirements of the purchase description.

No-Go: The offeror has failed to provide sufficient evidence that its offered item will meet or exceed the requirements of the purchase description.

(2) Component Layout: The submission will be evaluated to determine whether provisions have been made for all components and that the components are laid out in a logical manner to meet all of the related performance requirements set forth in the Description for Purchase.

Excellent: The offeror has provided evidence of meeting all requirements for component placement and provided a layout in which components are placed with regard for their function and accessibility.

Adequate: The offeror has provided a component layout that demonstrates regard for function but not accessibility, or regard for accessibility but not function.

Marginal: The offeror has provided a component layout that demonstrates a lack of organization with little or no regard for component function or accessibility.

Not Acceptable: The offer has provided no component layout.

(3) Component Quality: The submission will be evaluated to determine whether the components are of industrial quality.

Go: The offeror has provided evidence that all of the offered components are of industrial quality.

No-Go: The offeror failed to provided evidence that all of the offered components are of industrial quality.

(4) Warranty: TACOM-RI will evaluate the terms offered for administration of warranties and the extent to which the warranties offered meet or exceed the requirements of the solicitation.

Excellent: The majority of the warranted items exceed the solicitation requirements and the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Good: Either the majority of the warranted items exceed the solicitation requirements or the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Adequate: The warranty terms offered conform to the requirements of the solicitation and the approach to the administration of the warranties is acceptable.

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(5) Production capacity. The quality and completeness of the information provided will be assessed, and the offeror rated on his ability to absorb the workload represented by the solicitation quantities.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(6) Alternative tests and inspections:

Acceptable: TACOM-RI has determined that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror has indicated it will perform the standard tests and inspections required by the purchase description.

Not Acceptable: The offeror has not provided sufficient information to permit TACOM-RI to determine that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror fails to indicate it will perform the standard tests and inspections required by the purchase description.

b. Small Business Participation:

1. TACOM-RI will evaluate the extent to which offerors identify, and commit to utilizing, SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs in the performance of the contract; such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. TACOM-RI will also evaluate the extent of the offeror's past compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, and Small Business Subcontracting Plan. Evaluation will consider the following:

(a) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs;

(b) The extent of participation of such concerns in terms of the value of the total contract amount; and

(c) An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

(i) For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

(ii) For offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(d) The extent of substantive evidence indicating the level of past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

2. The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

(a) EXCELLENT - Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk).

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There is substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(b) GOOD - Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk). There is significant substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(c) ADEQUATE - Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk). There is reasonable substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(d) MARGINAL - Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk) There is minimal substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(e) POOR - Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk) There is little or no substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and 52.219-9.

(f) NEUTRAL - Foreign firm (offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, SDBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

\* Offerors are required to address two areas in their SB Participation response: (1) "Proposed" SB usage in performance of the potential contract, and (2) "Past" usage of SBs in contract performance. The Government will evaluate both areas to develop one overall rating.

## c. Price

(i) TACOM-RI will evaluate the price proposals submitted for Ordering Periods 1 through 3. For each proposal, TACOM-RI will calculate a total evaluated price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. TACOM-RI will also consider other price related factors required by the solicitation to include any first article tests, alternative tests and inspections, or other costs (i.e. videos, manuals).

(ii) Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(iii) Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what a prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

(iv) If an offeror takes exception to or fails to propose for all quantity ranges and prices, the Government may reject that offer as unacceptable.

## SEGMENT 3 (CLIN 0003) SUBCLIN 0003AA: EXPLOSIVE ORDNANCE DISPOSAL TOOL KIT

1. TACOM-RI may issue a delivery order based upon proposals received on the sample requirement for this segment. In determining whether to issue an order TACOM-RI will consider the following factors:

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- (1) Technical
- (2) Past Performance,
- (3) Small Business Utilization, and
- (4) Price.

These factors will be evaluated on a trade-off basis, although some subfactors may be evaluated on a "Go" "No-Go" basis. The Technical and Past Performance factors are approximately equal and individually they are slightly more important than price and significantly more important than the Small Business Utilization factor. The non-price factors combined are more important than Price. TACOM-RI will use the same evaluation considerations for the Past Performance factor it used to select offerors FOR the award pools. TACOM-RI reserves the right to select other than the low priced proposal or highest rated proposal.

a. Technical: This factor contains four subfactors, to include (1) Technical Requirements, (2) Component Quality, (3) Warranty, and (4) Production Capacity. The Technical Requirements and Component Quality factors will be evaluated on a "go" "no-go" basis.

(1) Technical Requirements: The submission will be evaluated to determine the extent to which the offered item meets or exceeds the requirements established in the Purchase Description, including source controlled requirements.

Go: The offeror has provided sufficient evidence that its offered item will meet or exceed the requirements of the purchase description, including source-controlled requirements.

No-Go: The offeror has failed to provide sufficient evidence that its offered item will meet or exceed the requirements of the purchase description, including source-controlled requirements.

(2) Component Quality: The submission will be evaluated to determine whether the components are of industrial quality.

Go: The offeror has provided evidence that all of the offered components are of industrial quality.

No-Go: The offeror failed to provided evidence that all of the offered components are of industrial quality.

(3) Warranty: TACOM-RI will evaluate the terms offered for administration of warranties and the extent to which the warranties offered meet or exceed the requirements of the solicitation.

Excellent: The majority of the warranted items exceed the solicitation requirements and the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Good: Either the majority of the warranted items exceed the solicitation requirements or the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Adequate: The warranty terms offered conform to the requirements of the solicitation and the approach to the administration of the warranties is acceptable.

(4) Production capacity. The quality and completeness of the information provided will be assessed, and the offeror rated on his ability to absorb the workload represented by the solicitation quantities.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

b. Small Business Participation:

1. TACOM-RI will evaluate the extent to which offerors identify, and commit to utilizing, SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs in the performance of the contract; such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. TACOM-RI will also evaluate the extent of the offeror's past compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, and Small Business Subcontracting Plan. Evaluation will consider

**Name of Offeror or Contractor:**

the following:

(a) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs;

(b) The extent of participation of such concerns in terms of the value of the total contract amount; and

(c) An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

(i) For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

(ii) For offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(d) The extent of substantive evidence indicating the level of past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

2. The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

(a) EXCELLENT - Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk). There is substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(b) GOOD - Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk). There is significant substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(c) ADEQUATE - Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk). There is reasonable substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(d) MARGINAL - Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk) There is minimal substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(e) POOR - Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk) There is little or no substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and 52.219-9.

(f) NEUTRAL - Foreign firm (offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, SDBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

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\* Offerors are required to address two areas in their SB Participation response: (1) "Proposed" SB usage in performance of the potential contract, and (2) "Past" usage of SBs in contract performance. The Government will evaluate both areas to develop one overall rating.

## c. Price

(i) TACOM-RI will evaluate the price proposals submitted for Ordering Periods 1 through 3. For each proposal, TACOM-RI will calculate a total evaluated price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. TACOM-RI will also consider other price related factors required by the solicitation to include any first article tests, alternative tests and inspections, or other costs (i.e. videos, manuals).

(ii) Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(iii) Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what a prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

(iv) If an offeror takes exception to or fails to propose for all quantity ranges and prices, the Government may reject that offer as unacceptable.

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SEGMENT 4 (CLIN 0004) SUBCLINS 0004AA, 0004AB, 0004AC, 0004AD, 0004AE, 0004AF AND 0004AG

1. TACOM-RI may issue a delivery order based upon proposals received on the sample requirement for this segment. In determining whether to issue an order TACOM-RI will consider the following factors:

- (1) Technical
- (2) Past Performance,
- (3) Small Business Utilization, and
- (4) Price.

These factors will be evaluated on a trade-off basis, although some subfactors may be evaluated on a "Go" "No-Go" basis. The Technical and Past Performance factors are approximately equal and individually they are slightly more important than price and significantly more important than the Small Business Utilization factor. The non-price factors combined are more important than Price. TACOM-RI will use the same evaluation considerations for the Past Performance factor it used to select offerors FOR the award pools. TACOM-RI reserves the right to select other than the low priced proposal or highest rated proposal.

a. Technical: This factor contains five subfactors, to include: (1) Design Requirement, (2) Component Quality, (3) Warranty, (4) Production Capacity, and (5) Alternative Tests and Inspection. The Component Quality and Alternative Tests and Inspections factors will be evaluated on a "go" "no-go" basis. The remaining subfactors are equally important.

(1) Design Requirement: TACOM-RI will evaluate the extent to which the offeror's proposed design meets or exceeds the requirements set forth in the Description for Purchase and the extent to which "preferred" design features are offered.

Excellent: The offeror has provided substantial evidence of having considered and of being capable of meeting or exceeding each specified requirement, and has provided commercial product literature or other supporting documentation related to all elements of the proposed design. The design information presented indicates success is virtually assured. The proposed design meets a majority of the preferred design features.

Good: The offeror has provided substantial evidence of having considered and of being capable of meeting or exceeding each specified requirement, and has provided commercial product literature or other supporting documentation related to all elements of the proposed design. The design information presented indicates little risk on nonperformance. The proposed design meets some of the preferred design features.

Adequate: The offeror has provided sufficient evidence of having considered and of being capable of meeting each specified requirement, and has provided commercial product literature or other supporting documentation related to all elements of the proposed design. The design information presented does not reflect an undue risk of nonperformance.

Not Acceptable: The offeror has provided little if any evidence of considering and being capable of meeting technical requirements and provided little or no supporting documentation. The design information presented is insufficient for the purpose of assessing the technical risk, and therefore the risk is considered high.

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(2) Component Quality: The submission will be evaluated to determine whether the components are of industrial quality.

Go: The offeror has provided evidence that all of the offered components are of industrial quality.

No-Go: The offeror failed to provide evidence that all of the offered components are of industrial quality.

(3) Warranty: TACOM-RI will evaluate the terms offered for administration of warranties and the extent to which the warranties offered meet or exceed the requirements of the solicitation.

Excellent: The majority of the warranted items exceed the solicitation requirements and the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Good: Either the majority of the warranted items exceed the solicitation requirements or the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Adequate: The warranty terms offered conform to the requirements of the solicitation and the approach to the administration of the warranties is acceptable.

(4) Production capacity. The quality and completeness of the information provided will be assessed, and the offeror rated on his ability to absorb the workload represented by the solicitation quantities.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(5) Alternative tests and inspections:

Acceptable: TACOM-RI has determined that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror has indicated it will perform the standard tests and inspections required by the purchase description.

Not Acceptable: The offeror has not provided sufficient information to permit TACOM-RI to determine that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror fails to indicate it will perform the standard tests and inspections required by the purchase description.

b. Small Business Participation:

1. TACOM-RI will evaluate the extent to which offerors identify, and commit to utilizing, SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs in the performance of the contract; such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. TACOM-RI will also evaluate the extent of the offeror's past compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, and Small Business Subcontracting Plan. Evaluation will consider the following:

(a) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs;

(b) The extent of participation of such concerns in terms of the value of the total contract amount; and

(c) An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

(i) For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements

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of FAR 52.219-8, Utilization of Small Business Concerns;

(ii) For offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(d) The extent of substantive evidence indicating the level of past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

2. The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

(a) EXCELLENT - Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk). There is substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(b) GOOD - Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk). There is significant substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(c) ADEQUATE - Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk). There is reasonable substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(d) MARGINAL - Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk) There is minimal substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(e) POOR - Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk) There is little or no substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and 52.219-9.

(f) NEUTRAL - Foreign firm (offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, SDBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

\* Offerors are required to address two areas in their SB Participation response: (1) "Proposed" SB usage in performance of the potential contract, and (2) "Past" usage of SBs in contract performance. The Government will evaluate both areas to develop one overall rating.

## c. Price

(i) TACOM-RI will evaluate the price proposals submitted for Ordering Periods 1 through 3. For each proposal, TACOM-RI will calculate a total evaluated price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. The Government has also weighted the likelihood of orders to be placed for each CLIN. These

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weights will be applied by the total evaluated CLIN price. TACOM-RI will also consider other price related factors required by the solicitation to include any first article tests, alternative tests and inspections, or other costs (i.e. videos, manuals). TACOM-RI will calculate the Total Evaluated Price for this segment by summing the total evaluated prices for CLINs 0004AA through 0004AG.

(ii) Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(iii) Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what a prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

(iv) If an offeror takes exception to or fails to propose for all quantity ranges and prices, the Government may reject that offer as unacceptable

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SEGMENT 5 (CLIN 0005) SUBCLIN 0005AA SHOP EQUIPMENT WELDER

1. TACOM-RI may issue a delivery order based upon proposals received on the sample requirement for this segment. This delivery order will be competed among the award pool created for small business concerns since small business firms historically have produced it. In determining whether to issue an order TACOM-RI will consider the following factors:

- (1) Technical
- (2) Past Performance, and
- (3) Price

These factors will be evaluated on a trade-off basis, although some subfactors may be evaluated on a "Go" "No-Go" basis. The Technical and Past Performance factors are approximately equal and individually they are slightly more important than price. The non-price factors combined are more important than Price. TACOM-RI will use the same evaluation considerations for the Past Performance factor it used to select offerors FOR the award pools. TACOM-RI reserves the right to select other than the low priced proposal or highest rated proposal.

a. Technical: This factor contains six subfactors, to include: (1) Proposed Design, (2) Design and Development Capabilities, (3) Production Capacity, (4) Systems Support, (5) Warranty, and (6) Alternative Tests and Inspection. The Systems Support and Alternative Tests and Inspections factors will be evaluated on a "go" "no-go" basis. The remaining subfactors are equally important.

(1) Proposed Design: The offeror's proposed design will be evaluated to determine the extent to which it meets or exceeds the requirements of DFP #419. The quality and completeness of the information provided will be assessed, and the proposal shall be rated on merits and feasibility of the design.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(2) Design and development capability. The relative experience and education of the offeror's key individuals will be assessed. Design knowledge will be assessed based on the depth, quality, and applicability of the offeror's knowledge and experience in towed-vehicle dynamics, welding performance criteria, human engineering, storage systems and welding maintenance equipment. Development capability will be assessed based on the offeror's past products similarity to the trailer weld shop. Particular attention will be paid to the offeror's experience in vehicle modification and test support.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the

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required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(3) Production capacity. The quality and completeness of the information provided will be assessed, and the offeror rated on his ability to absorb the workload represented by the solicitation quantities.

Excellent/Very Low Risk: No appreciable doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Good/Low Risk: Little doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists, based on the information provided, that the offeror can successfully perform the required effort.

Unacceptable/Unknown Risk: No meaningfully relevant information provided.

(4) Systems Support: TACOM-RI will evaluate whether the offeror is able to provide repair part supply support, produce technical manuals and training videos as required by the 3 statements of work in the solicitation. TACOM-RI will also evaluate whether the offeror adequately identifies the supply support tasks, publication tasks, and video production tasks that will be performed by a subcontractor(s).

Go: The offeror has demonstrated its ability to provide repair part supply support, produce technical manuals and training videos as required by the 3 statements of work in the solicitation.

No-Go: The offeror has failed to demonstrate its ability to provide repair part supply support, produce technical manuals and training videos as required by the 3 statements of work in the solicitation.

(5) Warranty: TACOM-RI will evaluate the terms offered for administration of warranties and the extent to which the warranties offered meet or exceed the requirements of the solicitation.

Excellent: The majority of the warranted items exceed the solicitation requirements and the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Good: Either the majority of the warranted items exceed the solicitation requirements or the approach to the administration of the warranties offers one or more advantages in terms of response time and communication to users.

Adequate: The warranty terms offered conform to the requirements of the solicitation and the approach to the administration of the warranties is acceptable.

(6) Alternative tests and inspections:

Acceptable: TACOM-RI has determined that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror has indicated it will perform the standard tests and inspections required by the purchase description.

Not Acceptable: The offeror has not provided sufficient information to permit TACOM-RI to determine that the proposed alternate test(s) and/or inspection(s) are relevant and substantially equivalent to the corresponding requirement(s) in the product specification. Or, the offeror fails to indicate it will perform the standard tests and inspections required by the purchase description.

b. Price

Name of Offeror or Contractor:

(i) TACOM-RI will evaluate the price proposals submitted for Ordering Periods 1 through 3. For each proposal, TACOM-RI will calculate a total evaluated price by multiplying the proposed unit prices for each range and ordering period by their respective weight and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. TACOM-RI will also consider other price related factors required by the solicitation to include any first article tests, alternative tests and inspections, or other costs (i.e. videos, manuals).

(ii) Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(iii) Evaluation of proposed prices will include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what a prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives." An unrealistic or unaffordable price may preclude an offeror from award.

(iv) If an offeror takes exception to or fails to propose for all quantity ranges and prices, the Government may reject that offer as unacceptable.

(MF6012)

M-5 9.306(c) FAR FIRST ARTICLE APPROVAL

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-6 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998
DFARS

(a) Does the offeror propose to furnish--

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?
\$\_\_\_\_\_.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

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