

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 107							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE07-03-R-S132		6. Solicitation Issue Date					
7. For Solicitation Information Call:		A. Name CHESTER L. RAY			B. Telephone Number (No Collect Calls) (586)574-7401		8. Offer Due Date/Local Time 2003SEP09 01:00pm						
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: RAYC@TACOM.ARMY.MIL				Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms			
15. Deliver To SEE SCHEDULE				Code		16. Administered By				Code			
Telephone No.													
17. Contractor/Offeror				Code		Facility		18a. Payment Will Be Made By				Code	
Telephone No.													
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum									
19. Item No.		20. Schedule Of Supplies/Services				21. Quantity		22. Unit		23. Unit Price		24. Amount	
		SEE SCHEDULE (Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.							
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:							
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)				31c. Date Signed			
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted						33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For			
32b. Signature Of Authorized Government Representative				32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number			
41a. I Certify This Account Is Correct And Proper For Payment						38. S/R Account Number		39. S/R Voucher Number		40. Paid By			
41b. Signature And Title Of Certifying Officer				41c. Date		42a. Received By (Print)							
						42b. Received At (Location)							
				42c. Date Recd (YYMMDD)		42d. Total Containers							

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SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY
HMMWV RECAPITALIZATION

A.1 General

A.1.1 Approach

The Scope of Work for this effort, as outlined in Section C of this solicitation, covers the focused recapitalization of the High Mobility Multi-purpose Wheeled Vehicle (HMMWV). It requires the contractor to recapitalize vehicles to extend the service life through a remanufacture process. The process shall consist of:

- a. Vehicle disassembly and application of designated mandatory replacement parts, rebuild of selected major assemblies, inspection and repair/replacement as required in accordance with the Technical Manual and Technical Data Package requirements and final inspection in accordance with the Final Inspection Record
- b. Application of Modification Work Orders, as applicable
- c. Replacement of Frame Rails, as applicable
- d. Vehicle conversion (from USMC M998 to Army M998), as applicable

The Government will be responsible for providing the vehicle assets to perform the recapitalization process. Vehicles will be provided to the contractor in an 'as is, complete' condition. These vehicles are not required to be operational (running); however, the vehicles must be complete in accordance with the M998A0 model configuration in accordance with the Technical Data Package. Any item missing which is listed as a Mandatory Replacement Part in the scope of work, such as tires, alternators, etc, shall not make the vehicle incomplete. Additionally, missing common hardware such as nuts, bolts, and screws would not render the vehicle incomplete.

A.1.2 Background

A requirement exists to recapitalize the Army's aging fleet of HMMWVs. Initial vehicles were produced in the mid 1980's and are beginning to exceed their planned service life of 15 years. The impacts of an aging fleet are evident in increasing operations and support costs. The approved program will recapitalize vehicles in select units through a rebuild of the engine and drive-train and focused component inspect, repair and replace effort. The result of this focused recapitalization effort is a vehicle with a ten-year service life extension. The vehicle category targeted is the M998 Cargo/Utility.

A.1.3 Administration

The solicitation for this effort, DAAE07-03-R-S132 and all associated information are posted on the HMMWV Recap home page on the World Wide Web at the following site:

<<http://contracting.tacom.army.mil/majorsys/hfr/hfr.htm>>

The Government will post any amendments to the solicitation at this site as well as answers to any industry-generated questions. Certain documents will only be published on the web page. The TDP for the M998 HMMWV is obtainable via CD-ROM only; you can obtain a copy of the CD from the Contract Specialist, Mr. Chester Ray, rayc@tacom.army.mil or the Contracting Officer, Ms. Mary Rehm, rehmma@tacom.army.mil.

At time of solicitation release, the CD ROM provided with the TDP for the M998 is 80% validated (reviewed for accuracy). Prior to solicitation closing, a second CD Rom will be issued containing a fully validated TDP for the M998. Offerors are responsible to periodically review and monitor the HMMWV Focused Recap home page to ensure that they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at e-mail: acqcenweb@tacom.army.mil.

A.2 Acquisition Strategy

A.2.1 Acquisition Approach

The acquisition plan is to award a contract for 500 vehicles in the first year, with an option for an additional 500 units. The four out-year options will be for a maximum of 1500 vehicles each option year. The award will be made utilizing best value, competitive source selection procedures. Offerors may submit more than one proposal but each offer must be a complete, stand-alone proposal covering all solicitation requirements. Offerors' initial proposal must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offerors' best prices. Based on the evaluation criteria set forth in Section M of the RFP, the Government intends to award one contract to a responsible offeror whose proposal represents the best value to the Government.

Concurrent with the HMMWV Focused Recapitalization contract, the plan is to workload Red River Army Depot (RRAD) with

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500 vehicles in the first year and 500 in each of the subsequent four years of the program, contingent upon their ability to meet acquisition thresholds. It is planned to have both the RRAD and Contractor programs continue if their price is within the Army's FY02 constant dollar cost threshold of \$25,000, and if delivery and quality are in accordance with the contract. We believe this approach provides the greatest latitude for project manager to control cost, schedule and performance while providing best value for the Army.

A.2.2 Affordability

The acquisition threshold per vehicle for this program is \$25,000 in FY02 constant dollars, \$25,843 in FY04 constant dollars (CLINs 1001AA and 2001AA), \$26,248 in FY05 constant dollars (CLIN 2001AA), \$26,685 in FY06 constant dollars (CLIN 3001AA), \$27,153 in FY07 constant dollars (CLIN 4001AA) and \$27,653 in FY08 constant dollars (CLIN 5001AA). Proposals received which reflect a price higher than the acquisition threshold may be determined ineligible for award. The greater a proposal exceeds the acquisition threshold, the more likely it will be determined ineligible for award. This acquisition threshold does NOT include the price for MWO application, vehicle conversion or frame rail replacement.

A.3.1 Evaluation/Selection.

The source selection process shall include a formal SSEB, established by the Government that will evaluate all proposals submitted for the HMMWV Recap effort. The SSEB will present their findings to a Source Selection Authority (SSA) for final decision. Following an in-depth review of the proposals, the Government will select for contract award the offeror whose proposal offers the best value to the Government. The Government will evaluate the proposals in accordance with the evaluation criteria set forth in Section M of the solicitation.

Offerors shall carefully review cost, schedule and performance requirements of this solicitation. Section L instructs the offeror how to present its proposal and Section M sets forth the award criteria and its relative order of importance and the basis for contractor selection. The award criteria is as follows:

- Technical
- Price
- Past Performance/Small Business Participation

A.3.2 Past Performance Evaluation Requirements

A past performance questionnaire is provided on the web site listed in A.1.2. A copy of this questionnaire should be sent to all customers which you deem as recent/relevant contracts under L.4.1.1.

A.4 Key Features

A.4.1 Delivery Schedule

Recapitalized vehicle deliveries shall begin no later than 120 days after contract award in accordance with the Delivery Schedule (as set forth in Section F of this solicitation).

A.4.2 Seed vehicles

The successful contractor shall receive 200 HMMWV M998s as "seed" vehicles to be used to begin the recap process. The Government is responsible to begin delivery of these vehicles within 60 days after contract award.

Ten of the seed vehicles may be disassembled and used by the contractor to meet contract requirements.

A.4.3 Use of the Army Supply System

The Government does not intend to grant authority for the contractor selected to perform the HMMWV Recapitalization to utilize the Army supply system.

A.4.4 Public to Private Competition.

This solicitation is open to public-to-private competition between Department of Defense activities and private firms. Pursuant to 10 U.S.C. 2208 (j), Red River Army Depot has expressed an interest in securing subcontracting opportunities under this RFP/Contract Award. (Reference paragraph H.7)

A.4.5 Vehicle Configuration

The vehicles delivered under this contract will be the 2-door, M998 cargo/utility HMMWVs. The contractor shall be responsible for delivering a 2-door M998 HMMWV with new two-door or four-door canvas, including canvas door, overpacked in each

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vehicle. For planning purposes, the canvas mix will be 50% two-door and 50% four-door.

A.4.6 Federal Excise Tax (FET)

Offerors are reminded of the requirement, in accordance with USC 26, chapter 32, Sec.4071, to include the cost of applicable FET. The prices as set forth in section B of the solicitation must include all applicable FET (on tires only).

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

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

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

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

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

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

[End of Clause]

2 52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified				
1001AA	BASE YEAR HMMWV RECAP BASE YEAR RECAP Vehicles IAW Scope of Work Paragraphs C.2.3, C.2.4, C.2.8, and C.3 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 500 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	500	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	SECURITY CLASS: Unclassified				
1002AA	<p><u>OPTION BASE YEAR RECAP</u></p> <p>OPTION BASE YEAR RECAP, performance to be IAW Scope of Work paragraphs C.2.3, C.2.4, C.2.8, and C.3</p> <p>Price quoted for CLIN 1002AA is for vehicles 501-1000 in the base year.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 500 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	500	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
1003	SECURITY CLASS: Unclassified																																		
1003AA	<p><u>BASE YEAR FRAME RAILS REPLACEMENT</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>BASE YEAR Frame Rails Replacement, IAW Scope of Work paragraph C.2.5</p> <p>***DD 250 signoff under this CLIN can only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>200</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	200	UNDEFINITIZED				200	EA	\$ _____	\$ _____
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1004	SECURITY CLASS: Unclassified																																		
1004AA	<p><u>BASE YEAR POWER STEERING OIL KIT MWO</u></p> <p>The quantity indicated above represents an estimated quantity. This Quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year Power Steering Oil Kit MWO, IAW Scope of Work paragraph C.2.7.1</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	100	UNDEFINITIZED				100	EA	\$ _____	\$ _____
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1005	SECURITY CLASS: Unclassified																																		
1005AA	<p><u>BASE YEAR STEERING COLUMN BRCT MWO</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year Steering Column Bracket MWO, IAW Scope of Work paragraph C.2.7.2</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC		SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	100	UNDEFINITIZED				100	EA	\$ _____	\$ _____
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1006	SECURITY CLASS: Unclassified																																		
1006AA	<p><u>BASE YEAR PARKING BRAKE RETROFIT MWO</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year Parking Brake Retrofit MWO, IAW Scope of Work paragraph C.2.7.3</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	100	UNDEFINITIZED				100	EA	\$ _____	\$ _____
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1007AA	<p><u>BASE YEAR 3 POINT SEATBELT MWO</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year 3 Point Seatbelt MWO, IAW Scope of Work paragraph C.2.7.4</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	100	UNDEFINITIZED				100	EA	\$ _____	\$ _____
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1008	SECURITY CLASS: Unclassified																																		
1008AA	<p><u>BASE YEAR CROSS MEMBER MWO</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year Cross Member MWO, IAW Scope of Work paragraph C.2.7.5</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	100	UNDEFINITIZED				100	EA	\$ _____	\$ _____
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1009	SECURITY CLASS: Unclassified																																		
1009AA	<p><u>BASE YEAR VEHICLE CONVERSION</u></p> <p>The quantity indicated above represents an estimated quantity. This quantity will be used for evaluation purposes, as specified in Section M.</p> <p>Base Year Vehicle Conversion, IAW Scope of Work paragraph C.2.6</p> <p>***DD 250 signoff under this CLIN shall only be granted upon final vehicle inspection and acceptance.***</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>190</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	190	UNDEFINITIZED				190	EA	\$ _____	\$ _____
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3002	SECURITY CLASS: Unclassified																																		
3002AA	<p><u>2ND OPTION YEAR FRAME RAIL REPLACEMENT</u></p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>450</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	450	UNDEFINITIZED				450	EA	\$ _____	\$ _____
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4002	SECURITY CLASS: Unclassified																																		
4002AA	<p><u>3RD OPTION YEAR FRAME RAIL REPLACEMENT</u></p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>450</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	450	UNDEFINITIZED				450	EA	\$ _____	\$ _____
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4003	SECURITY CLASS: Unclassified																																		
4003AA	<p>3RD OPTION YEAR POWER STEERING OIL KIT MWO</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>150</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						DEL REL CD	QUANTITY	DEL DATE				001	150	UNDEFINITIZED				150	EA	\$ _____	\$ _____
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4004	SECURITY CLASS: Unclassified																																		
4004AA	<p>3RD OPTION YEAR STEERING COLUMN AND BRCT MWO</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>150</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						DEL REL CD	QUANTITY	DEL DATE				001	150	UNDEFINITIZED				150	EA	\$ _____	\$ _____
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4006	SECURITY CLASS: Unclassified																																		
4006AA	<p>3RD OPTION YEAR 3 POINT SEATBELT MWO</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>150</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	150	UNDEFINITIZED				150	EA	\$ _____	\$ _____
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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Scope of Work
For HMMWV Recapitalization

C.1 General Information:

C.1.1 Approach: This scope of work (SOW) covers the Recapitalization (Recap) of the High Mobility Multipurpose Wheeled Vehicles (HMMWVs): (NSN/Model) 2320-01-107-7155/M998. The contractor shall recapitalize vehicles to extend service life through a remanufacture process. The remanufacture process shall consist of vehicle disassembly, application of designated mandatory replacement parts, rebuild of selected major assemblies, application of Modification Work Orders as applicable, replacement of Frame Rails as necessary, inspection and repair/replacement as required in accordance with Technical Data Package (TDP) and Technical Manual (TM) requirements (e.g., torque and common hardware specifics, and final inspection in accordance with Appendix G; Final Inspection Record (FIR)).

C.1.2 Applicable Documents: The following documents are applicable to this work effort and form a part of this scope of work:

C.1.2.1 Technical Manuals (TM)/Tech Bulletins (TB) (Attachments 8 through 19):

- a. TM 9-2320-280-10 w/chg 1, 31 May 99 & chg 2, 30 Nov 2001 (Operator's Manual)
- b. TM 9-2320-280-20-1 w/chg 1, 30 June 99 (Unit Maintenance, Volume 1)
- c. TM 9-2320-280-20-2 w/chg 2, 30 June 99 (Unit Maintenance, Volume 2)
- d. TM 9-2320-280-20-3 w/chg 1, 30 June 99 (Unit Maintenance, Volume 3)
- e. TM 9-2320-280-34 w/chg 1, 16 Mar 2001 (Direct Support and General Support Maintenance)
- f. TM 9-2815-237-34 w/chg 1, 31 May 99 (Direct Support and General Support Maintenance for Engine, Diesel: 8 Cylinder 6.2 Liter and 6.5 Liter)
- g. TM 9-2320-280-24P-1 & 2 (Unit, Direct Support and General Support Maintenance Repair Parts and Special Tool List, Volume 1 & 2)
- h. TM 9-2815-237-34P (Direct Support and General Support Maintenance Repair Parts and Special Tools List)
- i. TB 750-651 (Use of Anti-freeze Solutions, Antifreeze Extended and Cleaning Compounds Test Kit in Engine Cooling Systems)
- j. TB 42-0242 CARC Spot Painting
- k. TM 43-0139 Painting Instructions for Field Use
- l. TB 9-2300-247-40 Frame/Welding Repair

C.1.2.2 Technical Data Package (TDP):

M998 8750057*

*Note: This Technical Data Package can be obtained by contacting either of the following individuals: Contract Specialist, Chester Ray at rayc@tacom.army.mil or the Contracting Officer, Mary Rehm at rehmma@tacom.army.mil.

C.1.3 Definitions:

- Serviceable Part. Any part that is capable of meeting the requirements of the TDP and TMs.
- Nonserviceable Part. Any part that is not capable of meeting the requirements of the TDP and TMs.
- Baseline Configuration. Vehicle Recapitalized to original configuration in accordance with the TDP and TMs.

C.2 Requirements

C.2.1 Project Management. The contractor shall establish and maintain management operations for the recapitalization of the HMMWV. Project Management consists of those activities required to plan, direct and control the recapitalization process of the HMMWV. Those activities include organizing and directing all work to accomplish the objectives of this SOW, identify impending problems relating to technical and delivery schedule.

C.2.2 Integrated Process Team (IPT) Management Philosophy. A joint contractor/Government IPT shall be established to serve as the primary management vehicle for monitoring the status of the HMMWV Recap program. All functional areas shall be included in the IPT, with sub IPTs as appropriate. The overall Management IPT shall serve as a means of coordination, monitoring schedule and contract performance, and directing the sub IPTs. The Management IPT shall ensure compliance with regulatory and contractual requirements. No changes to the contract are authorized without the written approval of the Contracting Officer.

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C.2.3 Receipt and Storage: Upon receipt of the vehicle by the contractor, the truck shall be identified by model number and serial number and be thoroughly inspected for the Baseline Configuration for that particular Model (including mileage and any mounted equipment). All noticeable missing components/parts shall be noted and recorded. Any missing components/parts not identified for mandatory replacement in C.2.4 shall be identified to the Government within ten (10) working days of receipt of vehicle and will be provided by the Government to contractor within 60 days of the vehicles arrival at contractor site. A detailed "Receiving and Inspection" report in contractor's format and verified by a Government Quality Assurance Representative, shall remain on file with the contractor and be made available for a period of one year. Suitability of assets for this Recap program will be determined by the government Contracting Officer Technical Representative (COTR).

C.2.4 Recap Effort (CLIN 1001AA)

C.2.4.1 Disassembly and Reassembly: Vehicle disassembly and reassembly will be accomplished in accordance with the TDP and TMs.

C.2.4.2 Mandatory Replacement Parts/Compliance Requirement: The following items shall be replaced with new TDP/TM compliant parts or kits:

- a. Install 4 new wheel assemblies Part number 12460176 as applicable per paragraph 2.4.4.22 in Table I (Note: Includes radial tires)
- b. Install new fluids and lubricants
- c. Install all new belts, hoses, and filters
- d. Provide (over pack) new M998 soft top kits (2 door 57K0156, or 4 door 57K0155). The mix shall be 50% 2 door and 50% 4 door.
- e. Install new M998 Insulation (floor)
- f. Install new neutral safety switch
- g. Install new brake light switch
- h. Install new Engine Electrical Start System (EESS)
- i. Install new 200 Amp Dual Voltage alternator and mounting kit (12447109 and 57K3520)
- j. Install new radiator cap
- k. Install new seal under Windshield Frame
- l. Install new batteries
- m. Install new service brake pads
- n. Install new windshield wiper blades
- o. Whenever required by TM, replace all seals, gaskets, lockwashers, locknuts with new.
- p. Install new vehicle data plates and decals. Note: New M998 data plate (PN 12340868) will

have all original vehicle information. The letter "R" and date of Recapitalization will be stamped after the vehicle serial number.

q. Government Furnished Contact Memory Buttons (CMB) NOTE: Install one CMB on the vehicle near the speedometer and one each on the engine, transmission, transfer case and differential. See paragraph C.3.4 for more information.

C.2.4.3 Rebuild: The following major assemblies will be rebuilt and tested in accordance with corresponding National Maintenance Work Requirements (NMWR) Scope of Work. All parts used in the Recap process shall comply with the TDP and TMs.

- Appendix A: NMWR for 6.5 Detuned Engine (Attachment 1)
Appendix B: NMWR for 6.2L Engine (Attachment 2)
Appendix C: NMWR for Transmission (3L80) (Attachment 3)
Appendix D: NMWR for Differential (Attachment 4)
Appendix E: NMWR for Transfer Case (Attachment 5) *

* NOTE: In the event parts cannot be procured to support this NMWR rebuild, the Contractor is authorized to apply Transfer Case Kit 2520-01-434-0822, P/N 57K3498.

C.2.4.4 Inspect and Repair Only as Necessary (IROAN): All components not designated for replacement /rebuild in paragraphs C.2.4.2 and C.2.4.3 above, shall be processed in accordance with the preventive maintenance checks and services specified in the TMs as well as Table 1 (Mandatory Inspection, Repair/Replace Only As Necessary List) below. Kits identified on drawing 12340789 which may have been previously installed on vehicles shall be removed except for the kits listed below, All faults found and all the specific mandatory repairs/tasks will be repaired/performed utilizing parts in accordance with the TDP and TMs. In addition to the list below, if there is an oil sampling type valve located at the engine/transmission oil cooler, inspect it to ensure it is working properly.

1. Rearview Mirror Kit 5705704
2. Windshield Retainer Kit 57K3206
3. Driver's & Commander's Seat Kit 57K0290 or 57K0291
4. Sun Visor Kit 57K3209
5. Rear Seat Kit 57K3196 or 57K3197

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6. Seat Back Repositioning Kit 57K3220
7. Rear Hatch Support Kit 57K3243
8. Left Rearview Mirror Relocation Kit 57K3213
9. Rearview Mirror Modification Kit 57K3214
10. Model 242 Transfer case Conversion Kit 57K3498
11. Turn Signal Parts Kit 57K3222
12. Hand Throttle Control Cable Kit 57K3531
13. Speedometer Cable Parts Kit 57K3491
14. 200 Amp Dual Voltage Alternator and Mounting Kit 12447109 and 57K3520
15. Flexible Brake Lines 57K3503

ITEM - 2.4.4.1

CATEGORY - Body (to include hood and fenders)

ACTION - A. Inspect for loose rivets, cracks, loose or missing bolts and general body damage. Six or less non-standard holes in non-functional and non-structural areas, 1/2" or less in diameter are allowed. No holes are allowed in functional and structural (e.g. pillars, beams, cross members, beams, mounting plates, seat belt anchorage points, etc.) areas. Any seam beginning to split and/or expand must be repaired as well as metal surfaces that have begun to pit or flake. The body shall be free of cracks, breaks, and missing or damaged hardware. Doors, windows, closures, mirrors and associated hardware must function as intended. Body mounts shall be inspected for adequate condition and mounting hardware checked for proper torque. Dents, sags, waves, indentations and bulges on the exterior body and side panels not exceeding 1/2" shall be repaired or replaced as necessary. Tailgate latches, end plates, hinges, and chain brackets will be properly affixed and function as intended.

B. Check for floorboard damage other than drain holes. If repair of floorboard is required, see TM 9-2320-280-34.

ITEM - 2.4.4.2

CATEGORY - Bumpers

ACTION - A. Will be properly aligned within 1 inch and free of cracks. Dents not exceeding 7/16" in depth are acceptable when alignments are not affected.

B. All applicable towing shackles, lifting hooks etc. will be in place on all bumpers and frame members. These items will be free of defects, damage, and cracks. If defects, damage or cracks are found, replacement of the defective component is mandatory. Repair or replace as necessary.

ITEM - 2.4.4.3

CATEGORY - Glass/Windshield Wipers/Washers & Weather-stripping

ACTION - A. Glass: All glass must be free of cracks. Minor discoloration not more than 1/2" from the edge is acceptable. Hairline scratches not within the driver's immediate vision area are acceptable. Repair or replace as necessary.

B. Windshield Wipers/Washers: Wiper blades will make full contact with surface over the full sweep of the blades. Wiper motors and arms will function properly. Washers will be operational.

C. Weather-stripping: All seals must serve the purpose intended. Slight cracking and minor paint over spray on the weather stripping is acceptable. The Seal under the windshield frame shall be replaced.

ITEM - 2.4.4.4

CATEGORY - Instrument Panel & Vehicle Lights and Horn.

ACTION - A. Ensure proper operation of all Instrument Panel lights Per the TM 9-2320-280-10 Page 2-71 through 2-72.

B. Inspect and repair/replace as necessary any vehicle lights not operating in accordance with TM 9-2320-280-10. Cracked lenses and housings are not acceptable.

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C. Ensure proper operation of horn. Repair or replace as necessary.

ITEM - 2.4.4.5

CATEGORY - Lines, Cables, Connectors, Nuts, & Wiring as applicable for: Fuel System; Transfer Assembly; Transmission, Engine; Cooling System; Accelerator Linkage; Hand Throttle; Body and all other Wiring Harnesses; Brake System; Driveline components (i.e. vents)

ACTION - A. Inspect for deterioration, security, loose connections, splits, cracks, and bends that could leak.

B. Check for response to accelerator feed. Check for sticking or binding pedal and ensure proper functioning. Repair or replace as necessary.

ITEM - 2.4.4.6

CATEGORY - Driveline Components.

ACTION - A. U-Joints. Inspect for damage, free play, and missing or unserviceable lubrication fittings.

B. Prop Shafts. Inspect for loose/missing or broken cap screws. Repair or replace as necessary.

ITEM - 2.4.4.7

CATEGORY - Suspension & Steering System

ACTION - A. Tighten front and rear lower ball joint to lower control arm locknuts to 35 lb-ft and ensure cotter pin is installed. Tighten ball joint slotted nut to 70 lb-ft and ensure cotter pin installed.

B. Inspect all control arms, control arm bushings, springs, shock absorbers, and bracket for damage.

C. Inspect steering column U-joints, tie rods or radius rods, pitman arm, center link, and idler arm for breaks, cracks and wear. Steering assemblies will show no evidence of damage or defective parts. Steering will be adjusted IAW pertinent TM. Steering shall provide positive control of the vehicle and will be free of binding or lost motion in the steering wheel. Steering gear housing will be free of leaks. Verify that all drag links and steering arms are tight and torqued to specifications. All vehicles will receive four-wheel alignments.

ITEM - 2.4.4.8

CATEGORY - Brake System

ACTION - A. Inspect master cylinder, hydro-boost, lines, and fittings for leaks and damage.

B. Service Brakes: Inspect rotor discs for wear.

All rotors will be turned, and all defective cylinders, or mounting hardware will be replaced as necessary.

C. Parking Brake: Inspect all parking brake components including the pads and rotor disk for proper operation. Inspect dual service/park brake pads and rotor for wear.

ITEM - 2.4.4.9

CATEGORY - Half Shaft/Drive Line Components/ Geared Hub assemblies.

ACTION - Check for vibrations and unusual noises. All leaks will be repaired and seals replaced. All breather vents will be checked for serviceability. All boots will be checked for serviceability and replaced/ repaired as necessary. Half Shafts and Spindles may be re-sleeved as needed to return to original manufacturer specifications. Repair or replace as necessary.

Name of Offeror or Contractor:

ITEM - 2.4.4.10

CATEGORY - Battery Connections/Boxes

ACTION - Inspect the cable and clamps for tightness and condition. Check battery box for damage and corrosion. All boxes will be painted with acid resistant paint. Topcoat all interior surfaces of the battery box including the adjacent storage compartment which houses the slave receptacle with coating IAW the note below to a dry film thickness of 2.5-4.0 Mils. The CARC system shall be applied after the acid resistant paint is applied. The surfaces top coated with the acid resistant paint shall be masked off prior to application of the CARC system.

NOTE: MATERIAL: "COML"

TWO PART EPOXY POLYAMIDE

COATING, TILE CLAD HIGH SOLIDS, PART NO. B62TZ104 (PART A) AND PART NO. B60VZ70 (PART B)

Replace batteries with new in accordance with C.2.4.2 above.

ITEM - 2.4.4.11

CATEGORY - Frame Assembly

ACTION - Must be clean and free from cracks, breaks, loose mountings, broken rivets, broken welds, and bends affecting alignment (not more than 5/16" -- either vertically or horizontally) as evidenced by visual inspection. Engine mounts and cross members will be closely examined and repaired as required. Frame repair and welding will be done IAW TB 9-2300-247-40. Frame rails will be inspected for corrosion IAW Appendix F (Attachment 6). Frame rails that fail to meet the criteria established in appendix F will be replaced as a set.

ITEM - 2.4.4.12

CATEGORY - Cooling System

ACTION - All radiators will be removed, flushed, fins straightened (raked) flow and pressure tested and painted with a quality enamel paint. The cooling system will be thoroughly checked to include all hoses and clamps. Water pumps will be checked for unusual noises and replaced as necessary. Antifreeze will be replaced. The mixture will be at least 50% ethylene glycol and protect the cooling system to at least minus 20 degrees Fahrenheit (-20) IAW TB 750-651. The complete cooling system will be pressure tested and properly tagged to indicate the type and time of service.

ITEM - 2.4.4.13

CATEGORY - Exhaust System

ACTION - Inspect system and ensure no leaks, cracks, and holes. Mounting and connections must be secure. Replace or repair as necessary

ITEM - 2.4.4.14

CATEGORY - Fuel System

ACTION - The fuel system will be checked for completeness and serviceability. Fuel tanks will be drained of all fuel and removed. Tanks will be steam cleaned, repaired as necessary and reassembled. No fuel leakage is allowed. The fuel filters will be replaced. Fuel tanks will be externally pressure washed and inspected prior to installation. Replace or repair as necessary

ITEM - 2.4.4.15

Name of Offeror or Contractor:

CATEGORY - Power Steering

ACTION - Power steering on vehicles will be free of leaks and loose connections. Reservoir will be filled to the proper level. Steering mechanism will operate without binding or roughness. If needed, all power steering will be modified IAW the MWO listed at C,2,61.

ITEM - 2.4.4.16

CATEGORY - Electrical System

ACTION -. A. Electric systems will be checked thoroughly for proper alternators and wiring. All wiring will be tested for circuit continuity as indicated in the applicable wiring harness/cable TDP drawing. Maximum allowable circuit resistance shall be 1 ohm. Test IAW MIL-STD-202, Method 303.

B. Insulation Resistance: A minimum of 100 meg ohms resistance shall be measured IAW with MIL-STD-202, Method 302, test condition B (test potential 500 VDC). Electrification time 5 seconds between any two circuits and between circuits and the connector shells and/or shields.

C. Gauges & Instruments: Must be checked for proper functioning and or accuracy. Repair or replace as necessary. All mileage will be recorded as current.

D. Starters: All starters will be checked for serviceability. Any evidence of dragging or unusual noise will be cause for repair or replacement.

E. Trailer Connection: All wiring for the trailer connection (if applicable) will be serviceable.

ITEM - 2.4.4.17

CATEGORY - Heater (Front/Rear Troop)

ACTION - Ensure heater and heater controls operate properly and correct as necessary. Check fuel lines and fittings for leaks, cracks, or breaks and correct as necessary. Check electrical cables and connections for security of mounting and missing components. Inspect and repair/replace as necessary/applicable heater exhaust pipe for damage, security of mounting and missing components. Fuel filter leaks/damage are not acceptable and shall be replaced as necessary.

ITEM - 2.4.4.18

CATEGORY - Cushions (Seats & Backs)

ACTION - All seat frames, cushions and seat-backs must be in good condition. Rips, tears and/or excessively faded or thin cushions are not acceptable and shall be replaced as necessary. Seats and seat assemblies must be complete and not missing hardware or parts.

ITEM - 2.4.4.19

CATEGORY - Mirror Rear Vision

ACTION - All vehicles will have the latest configuration mirror assembly installed on both sides per kit 5705704 or 57K3214. If it is necessary to procure a new mirror kit, buy kit 57K3214. Mirrors must be free of cracks and breaks. Mountings must be secure and adjustment features must function properly.

ITEM - 2.4.4.20

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CATEGORY - Air Cleaner Intake

ACTION - Must be free of damage/foreign objects that restrict the flow of air.

ITEM - 2.4.4.21

CATEGORY - Pintle & Towing Hooks

ACTION - All pintles and issued lifting or towing hooks will be checked and tested to ensure proper operation. Excessive endplay (as defined in the applicable TM) will be cause to replace the tow pintle.

ITEM - 2.4.4.22

CATEGORY - Tire Rims

ACTION - All rims will be inspected for mounting hole slotting, cracks, and bends elongated holes or damage. All 8 bolt bias wheel rim assemblies will be replaced with 3850 lb wheel rims. If part numbers 12460177 and 12460178 (3850 pound rim halves) are present then 12460177, 12460178, 12342793 may be IROANed as specified in the TMs. All other components of 12460176 must be replaced with new.

ITEM - 2.4.4.23

CATEGORY - Paint (Exterior and Interior)

ACTION - Vehicles will be prepared for painting as needed. Sanding of the body and hood will include feathering back and smoothing out any rough areas of paint previously applied. After the body and hood have been prepped for paint, a coat of etching sealer / primer will be applied IAW MIL-C-46168 or MIL-C-53039. The vehicle will then be primed IAW MIL-P-53022, MIL-P-53030 or MIL-P-53084. Topcoat color shall be tan IAW MIL-C-53072.

ITEM - 2.4.4.24

CATEGORY - Corrosion

ACTION - Definition:

- a. Stage I- Discoloration, staining, no direct evidence of pitting, etching, or other surface damage.
- b. Stage II- Loose rust, black or white corrosion accompanied by minor etching or surface affected no scale or tight rust.
- c. Stage III- Rust, black or white corrosion accompanied solely or in combination with etching, pitting, or more extensive surface damage, loose, or granular condition.
- d. Stage IV-Rust, black or white corrosion progressed to the point where fit, wear function, or life of the item has been affected or scaly condition, with pits or irregular areas of material removed from the surface.

Components or Parts which exhibit Stage III or Stage IV corrosion must be discarded. Presence of Stage I or Stage II corrosion requires sufficient cleaning to neutralize the corrosion to allow the original protective finish to be restored.

C.2.5 Frame Rails (CLIN 1003AA, 2002AA, 3002AA, 4002AA, 5002AA): Frame rails which are determined to be not "Fully Mission Capable" based on the IROAN inspection (Appendix F), shall be reported to the COTR. The COTR shall grant approval for the frame rails to be replaced with new frame rails (P/N 12469306 right hand and P/N 12469307 left hand).

C.2.6 Vehicle Conversion (CLIN 1009AA): Upon receipt of the vehicles, some may be configured with a Deep Water Fording Kit. For those vehicles, the contractor shall contact the Government COTR and get approval to remove the kit and restore the vehicle to the basic vehicle configuration. The procedure for the removal of the fording kit is listed in TM 9-2320-280-10, pages 2-148 through 2-155.

C.2.7 Modification Work Orders (MWOs) . Recap vehicles will be inspected for the following Modification Work Order

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application. If not applied, contractor will notify the COTR for approval to apply.

- C.2.7.1 Power Steering Oil Cooler Kit MWO 9-2320-280-20-1(C1) (CLIN 1004AA, 2003AA, 3003AA, 4003AA, 5003AA)
- C.2.7.2 Steering Column and Bracket MWO 9-2320-280-20-4 (CLIN 1005AA)
- C.2.7.3 Parking Brake Retrofit MWO 9-2320-280-35-1 (CLIN 1006AA)
- C.2.7.4 3 Point Seat Belt MWO 9-2320-280-35-2 (CLIN 1007AA)
- C.2.7.5 Crossmember Reinforcement MWO 9-2320-280-20-7 (CLIN 1008AA)

C.2.8 Monthly Production Report. The contractor shall provide a monthly production status report which outlines vehicles received, vehicle status in re-cap process, vehicles ready for shipment, and shipped vehicles. The report shall be in accordance with DID DI-MGMT-80555(T), CDRL A001, Exhibit A.

C.2.9 Start of Work Meeting. A start of work meeting shall be held at the contractor's facility within 15 working days of contract award. The actual date of the meeting shall be coordinated between the contractor and the Contract Specialist. The purpose of the SOW meeting is to review the statement of work, data requirements and the program schedule to ensure a complete understanding of the requirements and to identify IPT members.

C.2.10 Integrated Program Reviews (IPRs). IPRs shall be held every two months at mutually agreed upon dates at the contractor's facility. The IPRs shall commence 60 days after the SOW meeting. The IPR shall provide a means for coordinating and monitoring schedules and contract performance thereby assuring adequacy, timeliness and compliance with established regulatory guidance and contractual requirements. The contractor shall inform the Government of progress to date and of actual/potential schedule, technical and administrative problems. The duration of the meetings should not exceed one (1) day. The contractor shall prepare written and/or visual presentations, as necessary, for such briefings.

C.3 Process:

C.3.1 Requisition of Vehicles: The Government will identify vehicles to be inducted into the Recap Program and arrange for these vehicles to be shipped to the contractor. The vehicles scheduled for delivery in the first month shall be delivered to contractor's facility not later than 60 days after contract award. For the balance of the contract, the Government is required to provide vehicles to the contractor in sufficient time to ensure no break in production. Notwithstanding the above, in no event shall the government be required to provide vehicle to contractor more than 60 day prior to the required delivery date.

Vehicles will be provided to the contractor in an "as is, complete" condition. These vehicles are not required to be operational (running); however, the vehicles must be complete in accordance with the M998A0 model configuration in accordance with the Technical Data Package. Any item missing which is listed as a Mandatory Replacement Part in this Scope of Work, such as tires, alternators, etc, shall not make the vehicle incomplete. Additionally, missing common hardware such as nuts, bolts, and screws would not render the vehicle incomplete.

C.3.2 Production Control: Production controls and vehicle tracking will be conducted throughout the repair process utilizing the Standard Army Maintenance System (SAMS1), Standard Army Management Information System (STAMIS) or contractor developed and government approved system.

C.3.3 Supply Support: The contractor will establish a supply support program. This program shall maintain accountability for repair parts and supplies that are required to perform this Contract.

C.3.4 Contact Memory Buttons (CMBs) : These CMBs will be provided as Government Furnished Material. The adhesive and application will be the responsibility of the Contractor in accordance with the following procedure/information found at Attachment 20 to the solicitation.

C.3.5 Disposition of Parts Removed from Vehicles: The contractor will be responsible for safely disposing of all parts removed from the vehicles during the recap process in accordance with federal, state, and local laws and ordinances. Government furnished property shall be administered/managed in accordance with FAR 52.245-2_and section H.

C.4 Requests for Deviations:

C.4.1 The Contractor may submit requests for relief from a particular contract requirement without affecting a change to the applicable technical data. These requests shall be submitted in the form of Request for Deviations (RFDs) in accordance with the requirements of this contract and Data Delivery Description (DDD)- Request for Deviation (RFD). This DDD can also be found at: <<http://contracting.tacom.army.mil/engr/engrchange>>. An RFD form suitable for contractor's use can also be found at this web site. The RFD(s) shall be delivered in accordance with DI-CMAN- 80640C, CDRL A001, Exhibit A. Variances to deviate from these

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PACKAGING AND MARKING

SECTION D

D.1 Packaging and Shipment: Vehicles will be shipped with 1/4 tank of JP8 fuel. Packaging and container repair portions of Appendices B, C, D, and E are not applicable to this Recap scope of work.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

E.1 CONTRACT QUALITY REQUIREMENTS

The contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements. The contractor shall implement the requirements of ANSI/ASQC Q9001, ISO 9001, or an equivalent quality system model; no third party certification is required. The contractor shall have a QA program plan and have it available to the Government for review upon request. The contractor's quality management process shall include the following key quality activities:

E.1.1. Establishment of capable processes.

E.1.2. Monitoring and control of critical processes and product variation.

E.1.3. Establishment of mechanisms for feedback of field product performance.

E.1.4. Implementation of an effective root cause analysis and corrective action system.

E.1.5. Continuous process improvement.

E.2 INSPECTION AND ACCEPTANCE. Inspection and acceptance will be at Origin.

E.2.1 FINAL INSPECTION. The contractor shall perform 100% final inspection of the end item in accordance with the requirements of the scope of work and technical data utilizing the Final Inspection Record (FIR) at Attachment 7. Copies of the FIR(s) for the end item quantity shall be reproduced by the contractor. Deficiencies disclosed during inspection by the contractor or the Government shall be described in writing on the deficiency sheet attached to the FIR. The FIR includes inspection criteria for all kits and special equipment that may be installed in each body style. The FIR shall be updated as required to reflect all Government approved configuration changes. Such updates are subject to Government approval. The contractor shall submit the completed copy of the FIR to the Government inspector with each end item inspected and offered for acceptance by the Government. If the contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, they must obtain written approval from the Contracting Officer prior to employing any other form for this purpose.

E.2.2 ROAD TEST. Each vehicle, in its final configuration, shall be subjected to a 50 mile road test, without payload, on a paved surface. This will be treated as a functional test, and will be recorded as part of the FIR.

E.2.3 DEFICIENCIES. All deficiencies detected during contractor Final Inspection, to include, if applicable select in-process FIR characteristics, shall be corrected prior to offering the end item to the Government for final acceptance. All deficiencies disclosed as a result of contractor and/or government final inspections shall be corrected by the contractor at no additional cost to the Government.

E.3 QUALITY DEFICIENCY REPORTS. The contractor shall investigate, provide failure analysis and corrective actions taken to all Product Quality Deficiency Reports (PQDRs), Standard Form (SF) 386 generated against supplies produced under this contract.

*** END OF NARRATIVE E 001 ***

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SPECIAL CONTRACT REQUIREMENTS

H.1 Option for additional Quantities

H.1 The Government reserves the right to increase the quantity of Recap vehicles required under this contract by any amount up to the quantities identified in this provision and in Section B of the Contract. The Contracting Officer may exercise options in one or more increments. The right to exercise Individual options expires as set forth herein. Options shall be exercised at the unit prices set forth in Section B. Options shall be exercised by executing a contract modification obligating funds and establishing a delivery schedule.

H.2 Option exercise modifications placed within 60 days of each other shall be combined for a price reduction based on the pricing set forth in Section B (utilizing the lower price). The appropriate price reduction shall also apply to modifications previously awarded. There is no limit to the number of modifications that may be made within a 60 day period, however the PCO shall consolidate modifications as much as possible. The 60 day window does not apply over two different option years.

H.3 When an option is exercised by the Government, the contractor shall be provided with additional vehicles in the same ratio as provided for the base vehicles. Additional vehicles will be provided to the contractor within 30 calendar days after the execution of the modification exercising the option.

H.4 The Government shall have the right to option and increase the contract quantities as follows: Deliveries of these options will be established at the time the options are exercised.

<u>Element</u>	<u>Qty</u>	<u>Option Date</u>	<u>Option Expiration</u>
Base Year Option (FY04)	500	Date of Award	31 Sep 04
First Option Year (FY05)	1500	1 Oct 2004	31 Sep 05
Second Option Year (FY06)	1500	1 Oct 2005	31 Sep 06
Third Option Year (FY07)	1500	1 Oct 2006	31 Sep 07
Fourth Option Year (FY08)	1500	1 Oct 2007	31 Sep 08

H.5 The Initial Option increment exercised in any one option year will not be less than a quantity of 90, however, additional options exercised may be in any quantity up to the maximum allowable in that option year.

H.6 Warranty

The contractor shall provide, to the Government, any and all vehicle warranties that are commercially provided. In addition, all pass-through warranties provided by subcontractors shall be granted to the Government.

H.7 Public Activity Involvement

This solicitation is open to competition between Department of Defense activities and private firms. Pursuant to 10 U.S.C.2208(j), Red River Army Depot has expressed an interest in securing subcontracting opportunities under this RFP/Contract Award.

H.8 Government Furnished Property

The following items shall be provided to the contractor after award:

All vehicles to be recapitalized (inclusive of seed assets as described in Section C).

Contact Memory Buttons and reader/writer

H.8.1 Upon disassembly of Government furnished vehicles, all parts not used in the recapitalization process shall be considered salvage/scrap and disposed of in accordance with procedures agreed to by the Government Property Administrator.

H.8.2.1 Pursuant to FAR 45.503 paragraphs (a) (2) and (3) the Contracting Officer hereby approves the retention of and authorizes the sale of Government property determined to be salvage and/or scrap, in accordance with the definition stated in paragraph H.8.1 above. As consideration for the foregoing, the Contractor shall credit the contract of any net proceeds from the sale of property.

H.8.2.2 The Contractor shall dispose of Government Furnished Property in accordance with the Property Control Procedures and Scrap Procures approved by the Government Property Administrator.

H.8.2.3 All material determined to be Hazardous Waste shall be disposed of in accordance with the Approved Property Control

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procedures, and be subject to, plant clearance procedures, Costs for disposing of property including Special and Hazardous Waste shall be deducted from the proceeds collected from the sale of all Government property.

H.8.3 All proceeds from the sale of salvage/scrap shall be reimbursed to the contract once a year. The first credit shall be twelve (12) months after award and yearly thereafter.

*** END OF NARRATIVE H 001 ***

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
3	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
4	52.232-16	PROGRESS PAYMENTS (ALTERNATE I--March 2000)	MAR/2000
5	52.232-16	PROGRESS PAYMENTS	DEC/2002
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
8	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
9	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
10	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
11	52.247-29	F.O.B. ORIGIN	JUN/1988
12	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
13	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
14	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
15	52.248-1	VALUE ENGINEERING	FEB/2000
16	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
17	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
18	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
19	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
20	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
21	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service _____
 Identification _____ Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

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(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR JUN/2003
EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

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

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
 - (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - (13) 52.222-3, Convict Labor (E.O. 11755)
 - (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
 - (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
 - (16) 52.222-26, Equal Opportunity (E.O. 11246)
 - (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
 - (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
 - (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
 - (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
 - (ii) Alternate I of 52.225-3.

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Name of Offeror or Contractor:

- ___ (iii) Alternate II of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- x (24) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- _ (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _ (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _ (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

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

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

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

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

(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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23 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2002
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(x) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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

(x) 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

() 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

(x) 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

() 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

(x) 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

(x) 252.225-7012 Preference for Certain Domestic Commodities.

(x) 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a), ALT I.

() 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).

(x) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)

() 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

() 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

() 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

() 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).

() 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____
Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

() 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

() 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

(x) 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

(x) 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(____Alternate I)
(____Alternate II)

() 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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[End of Clause]

27 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

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

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

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

[End of Clause]

28 52.211-16 VARIATION IN QUANTITY APR/1984

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

(b) The permissible variation shall be limited to:
 ZERO percent increase; and
 ZERO percent decrease.

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

(End of clause)

29 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS DEC/2001

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Name of Offeror or Contractor:

Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to

Name of Offeror or Contractor:

the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

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

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

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

(End of Clause)

30

52.223-3

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table with 2 columns: Material (If none, insert None) and Identification No. with three rows of blank lines for data entry.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

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(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.
(End of clause)

31

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

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

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

[End of Clause]

32

252.204-7004

REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOV/2001

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

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

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

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

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

(b)

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

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

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

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete

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and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

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

[End of Clause]

33 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

e)

34 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

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

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

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

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

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

35 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

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

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

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

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

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

[End of Clause]

36 52.211-4016 TT-C-490, TYPE I, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC OCT/2002
(TACOM)

(a) If the technical data package requires the use of a TT-C-490, Type I, pretreatment system, the process including primer application must be approved by the procuring activity prior to use. All approved facilities have been provided a letter of system approval which identifies the specific phosphate chemical system and the limitations/exceptions authorized. These approval letters must be dated no later than January 1989. Letters of approval which do not identify the chemical system are limited to approval on a specific contract only and do not have carte blanc approval. Approvals are substrate specific. The default qualification is low carbon steel. Heat treated, low alloy steel and galvanized steels require special qualification.

(b) Any zinc phosphate application facility requesting approval must submit the procedure to TACOM, ATTN: AMSTA-TR-E/267 for review at least 35 days before planned start-up. The procedure must identify the prime contractor and the contract number. The procedure must contain all the elements required per paragraph 3.2 of TT-C-490. A qualification audit will be arranged with the facility. The facility must demonstrate its ability to perform all required process control tests and operate successfully within its designated operating parameters.

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(c) If the contractor cannot find a capable facility within his area, a list of TACOM approved facilities is available at <http://contracting.tacom.army.mil/engr/englhtm>. These facilities are capable of meeting the performance requirements in the specification.

(d) For all TT-C-490, Type I facilities, the sentence "Sampling may then be reduced to one sample twice per week" in paragraph 4.2.8 of TT-C-490 is deleted and replaced with the following " Sampling for production control is required with the testing of two phosphated and primed specimens per month for each solvent-borne primer used and two specimens every two months for electrocoat primers".

(End of clause)

37 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001
(TACOM) (CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

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(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

<u>SPECIFICATION</u>	<u>DRY FILM THICKNESS (Mils)</u>
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

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individuals: Contract Specialist, Chester Ray at <mailto: rayc@tacom.army.mil> or the Contracting Officer, Mary Rehm at <mailto: rayc@tacom.army.mil>. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

[End of Provision]

39 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001
(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials
Warren, MI 48397-5000

[End of Clause]

40 52.214-4003 ALL OR NONE JUN/1985
(TACOM)

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

41 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or

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- (A) The maximum depth of undercut shall be 1/32 inch.
- (B) The undercut must have a width not less than twice the depth.
- (C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

(d) Weld Size:(1) Fillet Welds:

- (i) Fillet welds shall be measured using fillet weld gages.
- (ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
- (iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.

(2) Groove Welds: No underfill is allowed.

[End of Clause]

44 52.246-4026 LOCAL ADDRESS FOR DD FORM 250
(TACOM)

MAR/2002

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

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

DD250@tacom.army.mil

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

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

45 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT
(TACOM)

FEB/2002

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

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

- (b) The Contractor will request:

- (1) Government Bills of Lading and

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

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

[End of Clause]

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LIST OF ATTACHMENTS

SECTION J - LIST OF EXHIBITS AND ATTACHMENTS

List of Addenda	Title
Exhibit A	CONTRACT DATA REQUIREMENT LIST (DD 1423)
Attachment 1	Appendix A: NMWR for 6.5L Detuned Engine
Attachment 2	Appendix B: NMWR for 6.2L Engine
Attachment 3	Appendix C: NMWR for Transmission (3L80)
Attachment 4	Appendix D: NMWR for Differential
Attachment 5	Appendix E: NMWR for Transfer Case
Attachment 6	Appendix F: Frame Rail Corrosion, Fatigue Failure Inspection
Attachment 7	Appendix G: Final Inspection Record
Attachment 8	TM 9-2320-280-10 (Operator's Manual)
Attachment 9	TM 9-2320-280-20-1 (Unit Maintenance V1.1)
Attachment 10	TM 9-2320-280-20-2 (Unit Maintenance V1.2)
Attachment 11	TM 9-2320-280-20-3 (Unit Maintenance V1.3)
Attachment 12	TM 9-2320-280-34 (Direct Support and General support Maintenance)
Attachment 13	TM 9-2815-237-34 (Direct Support and General Support Maintenance for Engine, 6.2 Liter and 6.5 Liter)
Attachment 14	TM 9-2320-280-24P-1 & 2 (Unit, Direct Support and General Support Maintenance Repair Parts and Special Tool List, V1s 1 & 2)
Attachment 15	TM 9-2815-237-34P (Direct Support and General Support Maintenance Repair Parts and Special Tools List)
Attachment 16	TB 750-651 (Use of Anti-freeze Solutions)
Attachment 17	TB 42-0242 (CARC Spot Painting)
Attachment 18	TM 43-0139 (Painting Instructions for Field Use)
Attachment 19	TM 9-2300-247-40 (Frame / Welding Repair)
Attachment 20	Contact Memory Buttons (Section C.3)
Attachment 21	Data Item Description, DI-CMAN-80640C (CDRL A001)
Attachment 22	Data Item Description, DI-MGMT-80555 (CDRL A002)

*** END OF NARRATIVE J 001 ***

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
2	52.212-2	EVALUATION--COMMERCIAL ITEMS	JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: See Sections L and M.

Technical and past performance, when combined, are significantly more important than the area of price.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provisions)

3	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
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(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

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

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

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

[End of Provision]

4	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	OCT/2000
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;

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(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers

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will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

(g) Contract award (not applicable to Invitation for Bids). See Paragraph L.1.3

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

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

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

GSA Federal Supply Service Specifications Section

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

Facsimile (202 619-8978)

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

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

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

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations

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of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I dated Apr 2002) JUL/2002

(A) Definitions. As used in this provision:

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer identification number (TIN)

() TIN:_____.

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- TIN has been applied for.
 TIN is not required because:

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

- Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____.

(5) Common Parent.

- Offeror is not owned or controlled by a common parent:
 Name and TIN of common parent:

Name _____
TIN _____

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

- (1) Small business concern. The offeror represents as part of its offer that it
 is,
 is not
a small business concern.

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

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

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

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it
 is,
 is not a women-owned small business concern.

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

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

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

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

Name of Offeror or Contractor:

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs). The offeror represents as part of its offer that it () is, () is not an emerging small business.

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

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

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

(Check one of the following):

Table with 2 columns: Number of Employees and Average Annual Gross Revenues. Rows include categories like 50 or fewer, 51-100, 101-250, 251-500, 501-750, 751-1,000, and Over 1,000, with corresponding revenue ranges from \$1 million to over \$17 million.

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

(i) General. The offeror represents that either-

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

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

Name of Offeror or Contractor:

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

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

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

Black American.

Hispanic American.

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

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

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

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

(i) It
 has,
 has not,
participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It
 has,
 has not,
filed all required compliance reports.

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

(i) It
 has developed and has on file,
 has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

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

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

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

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

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Name of Offeror or Contractor:

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

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COUNTRY OF ORIGIN:

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

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

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

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

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

LINE ITEM NO.:

COUNTRY OF ORIGIN:

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

Other Foreign End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

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

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

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

Canadian End Products

LINE ITEM NO.: [List as necessary]

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

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

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

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

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

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

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

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

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

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or

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declared ineligible for the award of contracts by any Federal agency; and

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

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

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

(1) Listed End Product: Listed Countries of Origin:

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

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

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

(End of provision)

6 52.232-18 AVAILABILITY OF FUNDS APR/1984

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

[End of Provision]

7 52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS APR/1984

(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.

(End of provision)

8 52.247-47 EVALUATION--F.O.B. ORIGIN APR/1984

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(End of provision)

Name of Offeror or Contractor:

9 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
 Size of railcar _____
 Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
 Size of trailer _____
 Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

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Name of Offeror or Contractor:

As used in this clause--

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it--

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

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

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

(End of provision)

11 252.223-7001 HAZARD WARNING LABELS

DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of

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MOD/AMD

Name of Offeror or Contractor:

15 52.212-4851 ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS
(TACOM)

APR/2003

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L.1), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

- 1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.
 - 2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
 - 3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
 - 4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.
NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.
NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.
NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.
- (b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]". Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--

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Name of Offeror or Contractor:

-Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

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52.212-4860

ELECTRONIC QUOTATIONS REQUIRED - COMMERCIAL ITEMS

DEC/2002

(TACOM)

1. You must submit your quotation via paperless electronic media (See paragraph 2 below.). Unless paper copies are specifically requested elsewhere in this solicitation, quotations submitted in paper form are unacceptable. You must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft* 97 Office Products (TACOM can currently read Office 97* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.

(iv) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

2. Acceptable media: 100 or 250 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.

(a) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter

Name of Offeror or Contractor:

[End of Provision]

18 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

Name of Offeror or Contractor:

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECEIPT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, W HEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

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Name of Offeror or Contractor:

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52.215-4406

AUTOMATED INFORMATION SYSTEM SECURITY REQUIREMENT

NOV/2002

1. The Contractor must comply with all Department of the Army Directives, AR 380-19, AMC Suppl 1 to AR 380-19 and Army Material Command (AMC) security directives, Corporate Information Office (CIO) and Directorate Intelligence Security Division, memorandums, and numbered messages. All new systems require accreditation and certification that connect to TACOM computer systems and must be approved by the CIO before connection is accepted. Personnel who require access to Sensitive But Unclassified (SBU) defense information because of their duties in accessing Automation Information System (AIS) equipment or software will be appropriately investigated based on the sensitivity of the Automated Data Processing (ADP) position held. ADP sensitivity designations are ADP-1 for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP III for Non-sensitive. Before contractor employee can obtain access to ADP hardware/software, an investigation must be completed.
2. If the contractor needs remote access to TACOM-Warren ADP systems and SBU information will be accessed during the contract, the contractor must use a National Security Agency approved method to encrypt the information if it is sent/received outside this Command. The use of a commercial Internet Service Provider for receipt of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.
3. The security measures below are consistent with Department of the Army security policies and directives and are required to protect the TACOM-Wide Network (TWNET). The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.
4. Contractor personnel, who require access to SBU defense information because of their duties with an automated information system, will be appropriately investigated based on the sensitivity of the ADP position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP-III for Non-sensitive. Before assumption of duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) directly to Defense Security Service (DSS) for each individual requiring access. The contractor is responsible for providing the Electronic Personnel Security Questionnaire (EPSQ) receipt to AMSTA-CM-XSC, datafax (586) 574-6362. A copy of the SF85P or SF86 can be mailed to: Commander, U.S. Army Tank-automotive and Armaments Command, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-XSC, Warren, MI 48397-5000. The Contractor is responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, the contractor will provide security investigation data to Directorate, Intelligence Security Division in order that personnel can be incorporated into the TACOM-Warren Security Clearance Roster.
5. Contractor personnel assigned to ADP II positions must complete a National Agency Check (NAC) or a National Agency Check with Inquiries (NACI) and a SF 86 and FD 258 (fingerprint card). These documents must be completed before access can be granted to a Department of Army automation network. Each contractor employee must submit a SF86 in the EPSQ format. The EPSQ software can be found at www.dss.mil/epsq/index.htm. Note: Local police departments will normally take fingerprints for a small fee. An alternative is to make an appointment with the nearest DoD facility that has a Security office trained and equipped to take fingerprints.
6. Each contractor employee who has access to TACOM computers must read and sign a copy of the Automated Information System Annual Security Briefing which can be obtained from your TACOM-Warren Information Assurance Security Officer (IASO).
7. The contractor will be required to submit application forms for network access.
8. TACOM is not responsible for any commercial or proprietary information that contractor employees may divulge to competing contractors. It is the contractors responsibility to notify TACOM when their employee(s) with access to the TACOM TWNET terminate employment. It is TACOMs policy to delete the contractor employees TWNET account at the end of their employment with a contractor. However, TACOM is not responsible and has no employment relationship with contractor employees and will not be responsible for the actions of contractor employees who divulge commercial or proprietary information to others.
9. A remote connection to TACOMs systems requires an Accreditation and Certification process for each AIS. The accreditation request must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the Designated Approving Authority (DAA) for final approval before connection is accepted.
10. In accordance with Department of the Army Directives, AR 380-19, and AMC Suppl 1 to AR 380-19, the contractor must have malicious code protection on the computers that are connected to the TWNET. Malicious code protection must be monitored daily for updates and immediate implementation. TACOM-Warren uses the most current version of Norton Anti-virus software and McAfee Anti-virus software. The contractor must report any malicious code problems or thefts of equipment, software, or code to the TACOM-Warren IASO and IAM.
11. The contractor must:
 - (1) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.
Ensure only personnel designated to work on this contract have access to the computer equipment and information.
 - (3) Ensure that Foreign Nationals do not have access to this equipment and information.
 - (4) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contracts associated equipment and information at the contractor location. A short description and facility diagram shall be included.
12. Upon completion of the project/contract, the contractor will notify the TACOM-Warren IASO.

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Name of Offeror or Contractor:

[End of clause]

20 52.215-4502 PARTNERING APR/1999

- (a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.
- (b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- (c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
- (d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- (e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.
- (End of provision)

21 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) (TACOM) DEC/1993

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

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Name of Offeror or Contractor:

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are

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available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

22 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

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

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

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

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

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

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

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

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

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

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

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

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

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

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

(end of clause)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Instructions and Content: The proposal, subject to the late proposals and revisions section of FAR 52.212-1, "Instructions to Offerors - Commercial Items," (Oct 2000), shall be submitted in the format and quantities set forth below. The offeror's proposal/offer, as required by this Section L, shall be evaluated as set forth in Section M of this solicitation. Section M, "Evaluation Criteria For Award", sets forth the evaluation guidance pertaining to Areas and Elements. The "Areas" include Technical, Price, and Past Performance/Small Business Participation (SBP). The "Elements" to be evaluated appear under the Technical Area and the Past Performance/SBP Area. Where information in a proposal would duplicate a response already given, it should be referenced and not be restated. In addition to the general requirements of the solicitation provision FAR 52.212-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

Proposals shall be submitted in the English language and shall be submitted in four separate volumes/electronic folders for Government review. Notwithstanding the format instructions at TACOM provision 52.215-4851 in Section K, use the following electronic medium (CDs) for submission of your proposal. Where there is any conflict or variance between these instructions and the instructions at TACOM provision 52.215-4851, the information here will take precedence. The offeror's proposal shall have print no smaller than pica type, printable on standard eight and one-half (8 1/2) by eleven (11) inch paper. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO.	CONTENTS	NO. OF COPIES
Volume I	Certification/Representations	2 Hardcopies
Volume II	Technical Area Proposal	2 CDs and 2 Hardcopies
Volume III	Price Area Proposal (see L.3)	2 CDs and 2 Hardcopies
Volume IV	Past Performance/SBP Proposal (See L.1.8 for requested early submission of past performance information)	2 CDs and 2 Hardcopies

L.1.1 Certifications/ Representations (Volume I): In this volume offerors will provide:

- a. The Standard Form 33 (SF 33) cover page signed by a person authorized to sign proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12, 13, 15A, 15B, 16, 17, and 18.
- b. This solicitation, Sections A through K, with all fill-ins completed.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.
- d. An offeror proposed Delivery Schedule, incorporated in RFP Section I, as specified in RFP DA AE07-03-R-S132.

L.1.2 Volumes II, III, and IV will be submitted in electronic format (CDs) and hardcopies. Reference TACOM provision 52.215-4851 in Section L for specific instructions. Offerors are not authorized to include in the proposal, citations for, or linkages to, websites.

L.1.3 Contract Award/Conduct of Discussions: The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

L.2 Technical Area (Volume II): The Technical Area consists of four elements. The offeror shall submit the information specified below in response to each of the four elements.

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L.2.1 Technical Element 1: Experience, Background and Knowledge

L.2.1.1 Provide a description of your, and any subcontractor's, Experience, Background and Knowledge of automotive repair and recapitalization.

L.2.1.2 In developing your proposal to display Experience, Background and Knowledge, the offeror shall identify and submit no more than 5 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort, excluding raw material and recapitalization components/subcomponents). Specifically, the offeror shall identify experience, background and knowledge with respect to the following, which are listed in descending order of importance:

- (a) Your experience, background and knowledge pertaining to HMMWV Recapitalization.
- (b) Your experience, background and knowledge pertaining to U.S. military vehicle Recapitalization.
- (c) Your experience, background and knowledge pertaining to HMMWV Vehicle/Component Repair.
- (d) Your experience, background and knowledge pertaining to general automotive/truck Recapitalization.

L.2.1.3 If you have limited or no relevant experience regarding some or all of a-d above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide the following information for those contracts that these key personnel were involved in with those previous employers:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's), name, telephone number and E-mail address
- (e) Government or commercial contracting activity technical representative, or COR, telephone number and E-mail address
- (f) Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer
- (g) Description of (1) the scope of work requirements; (2) a discussion of similarities between the contract scope and the scope of this RFP; and (3) the specific role and contributions of the Key Employee in performing under this contract.

L.2.2 Technical Element 2: Recapitalization Process

Describe in detail your proposed recapitalization process. At a minimum this will include describing your process for:

- a. Receipt and storage of HMMWV assets from the Government,
- b. Initial vehicle inspection
- c. Vehicle disassembly,
- d. Repair/replace decision points and the considerations to be employed in making each repair/replace decision (for each component subject to a repair/replace decision point, identify the percentage of parts you project will be subject to repair vs. replacement),
- e. Sub-assembly work,
- f. Final assembly,
- g. Paint, test, prep, final inspection and shipment.

The offeror shall also describe any in process inspections to be performed from the point of initial vehicle inspection to final inspection.

The Government reserves the right to incorporate any or all of the offeror's proposed Recapitalization Process into the resulting Contract as a contract requirement.

Based on the above, and considering the impact of each repair/replace decision on required labor, describe the average per vehicle labor hours (and skill types) required for accomplishing each step of your recapitalization process. The offeror shall ensure that these labor hours track with the labor hours priced in the offeror's Price Area proposal.

In addition, the offeror's shall ensure that proposed facilities and facility layout, as detailed under Technical Element 4 "Production Approach", is consistent with this Recapitalization Process.

L.2.3 Technical Element 3: Parts Support

The offeror's Parts Support proposal shall include the following (which shall be provided for the base year quantity of vehicles. Unless otherwise stated in the proposal, the Government will assume the offeror will use the same assumptions for each of the

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option years):

a. The offeror shall identify each anticipated replacement part (excluding attachment hardware), the replacement part quantities required for Recapitalization of the basic year quantity of Vehicles. The number of replacement part items includes the combination of (1) parts requiring replacement IAW RFP C.2.4, and (2) parts replaced following any contractor Repair/Replacement decisions (as discussed in your proposal response to L.2.2(d) above). For parts being replaced following a repair/replacement decision, and consistent with the Repair/Replacement percentages identified in your proposal response to L.2.2(d) above, discuss the basis for replacement percentage if it varies by 15% or more from the historic mortality data contained at the RFP Website (<http://contracting.tacom.army.mil/majorsys/hfr/hfr.htm>) (e.g. a part with an historic mortality rate of 50%, where the offeror's proposal identifies a replacement percentage of 42%, would reflect a 16% variance from the historic mortality rate).

This historic mortality data is provided for proposal preparation and evaluation purposes only. The offeror may use this information as the basis for its proposal or may choose to use its own estimating techniques. However, as described above, where the offeror's proposed mortality rate percentage varies by more than 15% from the historical mortality data, for any individual part, the offeror shall provide substantiating data providing the basis for the proposed mortality rate.

b. For each replacement part (including both (a) parts requiring replacement IAW RFP C.2.4, and (b) parts replaced following any contractor Repair/Replacement decisions), identify the projected supply source(s) and include verification, from the projected supplier(s), of their intent to supply the item in the quantities required to support both the offeror's proposed delivery schedule (as included in your proposal response to L.1.1(d), and in the quantities required to ensure uninterrupted parts supply in support of your proposed delivery schedule.

c. Describe how suppliers will be monitored to ensure conformance with drawing requirements.

d. Describe your parts storage area and substantiate the ability of the area to support your replacement parts needs. Also, describe the process to be used to maintain internal control of stock.

The offeror shall ensure that the replacement part proposal information discussed above, to specifically include the anticipated quantities of parts derived from repair/replacement decisions, track with the types and quantities of replacement parts priced in the offeror's Price Area proposal.

L.2.4 Technical Element 4: Production Approach

The offeror shall provide the following:

(a) Identify the proposed facility(ies) to be used in the performance of the contract and provide the dimensional size of all structures, storage areas, lots, test facilities, open areas and shipping/receiving areas at the facility(ies). Provide a milestone schedule for any new facility construction, and identify the size and capacity for the new facility and any impact that new facility construction may have on your proposed delivery schedule.

(b) Describe your proposed production facility(ies) layout to accommodate a maximum monthly production rate of 125 vehicles per month. The layout should identify the progressive physical flow of hardware within the offeror's proposed production site(s). The progressive physical flow shall be consistent with the offeror's Recapitalization process as proposed in response to L.2.2 above.

(c) Identify any key equipment required to accommodate a maximum monthly production rate of 125 vehicles per month and provide milestones for availability of such equipment if not presently available.

(d) For the basic year of Contract performance, provide a Time Phased Critical Path of key events necessary to ensure the timely delivery of items conforming to the Purchase Description including:

1. Completion of Design activity
2. Issuance of Purchase orders for Long Lead Time Items (more than 90 days)/Facilitization Activity
3. Receipt of LLTI Material
4. Total Inspection, Teardown, Repair, replacement and Re-Assembly time
5. Paint
6. Testing
7. Final Preparation, Inspection and Acceptance

L.3 Price Area (Volume III): Consistent with the Prices identified in Section B of the solicitation and the information contained in your proposal response in the Technical Area for Elements 1-4, the offeror's Price Volume shall include substantiating information (non-certified), as described below, supporting the reasonableness and realism of the proposed prices, in sufficient detail for the Government to evaluate the proposed prices per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed price information if necessary.

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L.3.1 Pricing Support Information: The Price Area will include the prices for all CLINs set forth in Section B. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. The above information is intended to establish the reasonableness and realism of the offerors' proposed price. For the base year vehicle requirements, the offeror shall provide the following information on a per unit basis (in accordance with FAR 15.403-3) to establish that the proposed price is reasonable and realistic:

- a. A Unit Price cost element schedule showing the build-up of the basic years unit price by cost element (Material, Material O/H, Labor; Labor O/H, ODCs, G&A, Profit)
- b. Direct labor hours, by skill, based on your Remanufacturing Process
- c. Applicable direct labor rates and indirect rates
- d. Direct Material to include raw material and purchased items over \$25 per unit. The Direct Material items over \$25 shall further be segregated into two categories as follows: (1) Mandatory replacement material; or (2) Material items requiring replacement as a result of Inspect and Repair Only as Necessary (IROAN) decisions.
- e. Tooling and/or facilitization costs, if applicable

Unless otherwise specified in the offeror's Price Volume proposal, the Government will assume that labor and material estimates, for the base year, will be the same for option years of performance (less escalation, if any). In the event the offeror's option year prices reflect escalation or projected changes in direct/indirect rates, from the base year, the offeror shall discuss the basis for the changes in the option years.

The offeror's Price volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed price amounts.

L.3.2 Price Realism: The consistency of the proposal Pricing support information with the offeror's Technical Volume reflects on the offeror's understanding of the work required and the offeror's ability to successfully perform to meet contract requirements and objectives. Any apparent inconsistency between the Technical Area proposal and price must be explained. In the event that the offeror's Price Area proposal is inconsistent and reflects a lack of price realism with the offeror's Technical Area proposal, the evaluation of the Technical Area will be downgraded under the applicable Technical Area Elements commensurate with the extent and impact of the Realism shortfalls.

L.3.3 Acquisition Threshold: Proposals which exceed the acquisition threshold for any of the above cited CLINs may be determined ineligible for award:

CLIN	Acquisition Threshold
1001 & 1002	\$25,843
2001	\$26,248
3001	\$26,685
4001	\$27,153
5001	\$27,653

L.4 Past Performance/SBP Area (Volume IV)

L.4.1 Past Performance (Element 1): The offeror is required to provide the following under this element:

(1) for prior contracts (prime and subcontractors) which are considered recent and relevant to the Section C Statement of Work, include in Volume 4 the information specified in L.4.1.1 through L.4.1.5 below.

(2) Briefly describe your proposed performance approach with respect to specific Recapitalization work being performed by the prime offeror and any significant non-material Recapitalization subcontractors.

(3) Additionally, for each contract identified under (1) above, issue a past performance questionnaire in accordance with the instructions in L.4.1.8 below. The offeror shall see the instructions in L.4.1.8 requesting early submission of certain Past Performance information.

(4) L.4.1.1 Recent/Relevant Contract Information: the offeror shall identify and submit no more than 5 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort, excluding raw material and recapitalization components/subcomponents). These contracts may include Federal, State, and local government and commercial private industry contracts. Recent contracts are those with any performance occurring within the three (3) years prior to the date this RFP was issued. Relevant contracts are those that are similar in scope to the requirements of this RFP. For each of your

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recent/relevant past contracts, provide the following information:

- a. Contract Number
- b. Contract type
- c. Award Price/Cost
- d. Original delivery schedule
- e. Final, or projected final delivery schedule
- f. For other than firm fixed price contracts, the estimated or target cost and the actual cost
- g. Your (and any major subcontractors) CCR, CAGE and DUNS numbers
- h. Government or commercial contracting activity address, telephone number, and e-mail
- i. Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- j. Government or commercial contracting activity technical representative, or COR, telephone number and e-mail
- k. Government or commercial contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- l. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- m. For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

L.4.1.2 Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your subcontractors' contracts. Provide the information requested in L.4.1.1 above for any of these contracts. If there were no cancellations or terminations, state that.

L.4.1.3 Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The offeror shall also provide the above requested information for any proposed subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.4.1.4 Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified above in L.4.1.1, for those contracts that these key personnel were involved in with those previous employers.

L.4.1.5 Predecessor Companies: If you, or a significant subcontractor, only have relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

L.4.1.6 Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.4.1.7 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to you proposal, or reject your proposal if we do not receive the information requested.

L.4.1.8 Questionnaires: A past performance questionnaire is provided at the Recap website <http://contracting.tacom.army.mil/majorsys/hfr/hfr.htm> titled "Past Performance Questionnaire" for your use in electronically sending to your customers. For the contracts described in L.4.1.1, the offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and

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contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at rayc@tacom.army.mil no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

In addition, the offeror is requested to prepare and submit to the Contract Specialist (within ten (10) days of posting of the final RFP) a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at rayc@tacom.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.4.2 Small Business Participation (Element 2):

This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

a. All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

SAMPLE:

BASE YEAR		
BUSINESS CATEGORY	Dollar Amount (all SubKs)*	Percentage of SB Participation
Total Subcontracting (LB+SB)	\$43M	100%
SB	\$10M	23.25% (\$10M of \$43M)
SDB	\$2.1M	5.00% (\$2.15M of \$43M)
WOSB	\$2.36M	5.50% (\$2.36M of \$43M)
HUBZone SB	\$1.0M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$0.1M	0.35% \$0.35% of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

b. All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific work to be performed by each small business concern; and the estimated total dollars for such work. This data shall be provided in a table format substantially as follows:

<u>Base Year</u>			
Name of Small Business Concern	Small Business Classification(s)	Description of Works	Total Dollars
ABC Co.	SB	Software testing	\$0.50M
ABC Co.	SB	Training services	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Training manuals	\$1.20M

c. As defined below, offerors shall also provide the following:

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(1) Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation (336111/1000 employees), or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance 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. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

(2) All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

*** END OF NARRATIVE L 001 ***

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EVALUATION FACTORS FOR AWARD

SECTION M

EVALUATION CRITERIA FOR AWARD

M.1 General: The Government plans to award a single contract for HMMWV Recapitalization subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the offer that represents the best overall value to the Government.

M.1.1 Contractor Responsibility and Eligibility for Award - TACOM 52.209-4011

We'll award a contract to the offeror that:

- (1) Represents the best value to the Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104.

To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) Arrange a visit to your plant or facility and perform a necessary pre-award survey, or
- (2) Ask you to provide financial, technical or managerial background information.

If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to allow us to visit your facility, we may determine you non-responsible.

If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

M.1.2 Determination of Responsibility

Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$500,000 or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

M.1.3 SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

The award of one contract for HMMWV Recapitalization shall be made to that offeror whose proposal represents the best overall value to the Government. The evaluation will be conducted on three (3) evaluation areas (Technical, Price, and Past Performance/SBP). The relative order of importance of the three Areas is detailed below in paragraph M.1.10.

M.1.4 Evaluation Guidance/Process

M.1.4.1 Selection of the successful offeror shall be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by the offerors in response to the information called for in Section L of the RFP.

M.1.4.2 Any proposal which is unrealistic in terms of technical proposal, schedule commitments, or Price Area, will be judged either as exhibiting a lack of competence or failure to comprehend the Governments requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between proposed performance under the Technical and Past Performance/SBP Areas, and the Area of Price, if unexplained, may be grounds for rejection of the proposal due to an offerors misunderstanding of the work required or an inability to perform any resultant contract. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas

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not specified in the offeror's proposal.

M.1.5 Trade-Off Considerations

The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors' evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the selection decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- (1) two or more proposals are otherwise considered approximately equal;
- (2) an otherwise superior proposal is unaffordable.
- (3) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.1.6 Proposal and Performance Risks

During the Source Selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk:

M.1.6.1 Proposal Risks:

Proposal Risks are those risks associated with an offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Technical Area, Price Area, and a portion of the Small Business Participation Element.

M.1.6.2 Performance Risks:

Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) under both the Past Performance Element, and portion of the Small Business Participation Element.

M.1.7 Rejection of Offers:

The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in Price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Is unbalanced as to prices. An unbalanced offer is one, which is based on Prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each basic and option year; or
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.1.8 Evaluation Process:

Proposals submitted in response to this solicitation will be evaluated by Government Subject Matter Experts. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area and Element. The Government reserves the right to reject offers, in accordance with M.1.7 above.

M.1.9 Source Selection Process

M.1.9.1 Source Selection Authority: The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.1.9.2 Source Selection Evaluation Board (SSEB): An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct

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this evaluation in accordance with the paragraph M.1.10, Evaluation Criteria, for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

M.1.10 Evaluation Criteria

a. Evaluation Areas: The three Evaluations Areas are:

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

b. The Technical Area is most important and is equal in importance to the combination of the Price and Past Performance/SBP Areas. The Price Area is more important than the Past Performance/SBP Area. Additionally, as required to be defined by FAR 15.304(e), the non-Price Areas of Technical and Past Performance/SBP, when combined, are significantly more important than the Area of Price.

The Areas of Technical and Past Performance/SBP are sub-divided into Elements. The order of importance of these Elements is described below.

M.2 Technical Area: The Technical Area includes four Elements. The Element of Experience, Background and Knowledge is most important and is more important than the Element of Recapitalization Process. The Element of Recapitalization Process is more important than the Element of Parts Support. The Element of Parts Support is more important than the Element of Production Approach. The Technical Area will be evaluated as follows:

M.2.1 Element 1 - Experience, Background and Knowledge:

M.2.1.1 The Experience, Background and Knowledge Element will assess the proposal risk probability that the prime offeror, and any proposed significant subcontractors will, based upon the extent and relevance of recent experience, background and knowledge applicable to the offerors proposed performance approach, successfully perform the Section C work statement requirements of the RFP

M.2.1.2 Listed below are the areas of emphasis to be considered in the Governments evaluation of Experience, Background and Knowledge, under Technical Element 1. These areas of emphasis are listed in descending order of importance as follows:

- (a) Your experience, background and knowledge pertaining to HMMWV Recapitalization.
- (b) Your experience, background and knowledge pertaining to U.S. military vehicle Recapitalization.
- (c) Your experience, background and knowledge pertaining to HMMWV Vehicle/Component Repair.
- (d) Your experience, background and knowledge pertaining to general automotive/truck Recapitalization.

M.2.1.3 To the extent that an offeror and its subcontractors have limited or no relevant experience regarding some or all the above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, the experience, background and knowledge of individuals may be considered in the Government's evaluation. Key Personnel experience, background and knowledge may be considered to the extent that it is recent and relevant, and is a meaningful and credible predictor of the proposal risk probability that the offeror and its subcontractors will be successful in performing the scope of work requirements of the RFP.

M.2.1.4 The offerors proposal identifies experience, background and knowledge for both itself and any significant subcontractors. However, whether the benefits of this experience, background and knowledge will ever be employed by the offeror, under future Contract performance, is an important consideration for the Government. Therefore, as part of the assessment of experience, background and knowledge, the Government will consider the offeror's proposed performance approaches under (a) the Technical Area, and (b) the Price Area, as a direct indicator of the type and extent of work to be performed by the prime, and any proposed subcontractors, during actual contract performance. Any prime or subcontractor experience, background and knowledge which is identified in the offeror's proposal, but for which neither the offeror's Technical proposal, nor Price proposal, supports that this experience, background and knowledge is ever intended to be used by the offeror during contract performance, will be discounted in all or in part.

M.2.2 Element 2 - Recapitalization Process

The element will assess the proposal risk probability that, based on the offerors (1) Recapitalization process, and (2) estimated labor hours per vehicle based on this Recapitalization process, the offerors proposed approach will result in the timely and successful achievement of HMMWV Recapitalization requirements.

To the extent the offeror's Price proposal reflects labor hours or skill levels which are inconsistent with either (1) the

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offerors Recapitalization process, or (2) the offerors estimated labor hours, as reflected under this Recapitalization Process Element, the evaluated risk of an unsuccessful Recapitalization Process will be increased, within the evaluation of this Element, commensurate with the extent of the inconsistency.

M.2.3 Element 3 - Parts Support

The Government will evaluate the extent to which the offeror's proposed approach to Parts Support will accommodate the timely and successful achievement of Contract requirements and objectives. This assessment will be based on the following:

(a) The risk that the offerors identification of replacement parts, to include the resulting quantities and rationale for variances (if any) from historical mortality data, will provide for the availability of Recapitalization replacement parts in sufficient quantities to successfully accomplish the offeror's recapitalization process to meet contract requirements and objectives. To the extent the offeror's Price proposal reflects quantities of parts which are inconsistent with the recapitalization parts analysis under this Parts Support Element, the evaluated risk of unsuccessful Parts Support will be increased commensurate with the extent of the inconsistency.

(b) The risk that the offeror's approach for sourcing of, and lead time supply commitments for, recapitalization parts is (1) consistent with both the offerors Recapitalization process and the quantity of replacement parts identified under L.2.3(a) above, and (2) will provide for the timely availability of recapitalization replacement parts to meet contract requirements (including the offerors proposed delivery schedule) and objectives.

(c) The risk that the offerors approach to monitoring parts suppliers, to ensure conformance with drawing requirements, will result in supply of replacement parts which conform to specified drawing requirements and otherwise meet contract requirements and objectives.

(d) The risk that the offerors proposed parts storage area and process for maintaining internal control of stock will result in successful parts management to support the offerors proposed Recapitalization process to meet contract requirements and objectives.

To the extent the offeror's Price proposal reflects pricing of Recapitalization Parts which are inconsistent with the offerors approach under this Recapitalization Process Element, the evaluated risk of unsuccessful parts support under this Element will be increased commensurate with the extent of the inconsistency.

M.2.4 Element 4 - Production Approach

The Government will assess the proposal risk probability that the offeror's production approach will support delivery schedule requirements and are consistent with the offerors proposed recapitalization process for timely and successful achievement of Contract requirements and objectives. This assessment will be based on the following:

(a) the risk of proposed facilities supporting maximum monthly production rates (up to 125 vehicles per month) as well as the base year delivery schedule, and the extent to which the proposed facilities are consistent with the offerors proposed recapitalization process for timely and successful achievement of Contract requirements and objectives;

(b) the risk of proposed equipment supporting the delivery schedule, the maximum monthly production rate (up to 125 vehicles per month) and the offerors proposed recapitalization process for timely and successful achievement of Contract requirements and objectives;

(c) the risk of the offerors production facility layout supporting the delivery schedule and the offerors proposed recapitalization process for timely and successful achievement of Contract requirements and objectives;

(d) the risk of the proposed time phased critical path supporting the delivery schedule and the offerors proposed remanufacturing process for timely and successful achievement of Contract requirements and objectives.

M.3 Price Area

M.3.1. The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness, realism and affordability of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk under the Technical Area. In the event that the offerors Price Area proposal is inconsistent, and reflects a lack of price realism with, the offerors Technical Area proposal, the evaluation of the Technical Area will be downgraded, under the applicable Technical Area Elements, commensurate with the extent and impact of the Realism shortfalls. Consideration of affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the

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superior proposal is at a price which the government cannot afford. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved.

M.3.2 Total Evaluated Price: The total evaluated price is the total proposed contract price, to include all priced CLINs, (as shown in a., below). The total evaluated costs also includes the Government's estimate of the associated transportation cost of shipping basic and option year quantities from the Government site to the contractors facility and return to the Government site as shown in paragraph b.

a. Below is a matrix of the contract CLINs/quantities. The Total column equals the evaluated quantity x proposed unit price.

CLIN	Quantity	Evaluated Quantity	Proposed U/P	Total
1001AA	500	500		
1002AA	500	500		
1003AA	200	200		
1004AA	100	100		
1005AA	100	100		
1006AA	100	100		
1007AA	100	100		
1008AA	100	100		
1009AA	190	100		
2001AA	1-500	500		
	501-1000	500		
	1001-1500	500		
2002AA	450	450		
2003AA	150	150		
2004AA	150	150		
2005AA	150	150		
2006AA	150	150		
2007AA	150	150		
3001AA	1-500	500		
	501-1000	500		
	1001-1500	500		
3002AA	450	450		
3003AA	150	150		
3004AA	150	150		
3005AA	150	150		
3006AA	150	150		
3007AA	150	150		
4001AA	1-500	500		
	501-1000	500		
	1001-1500	500		
4002AA	450	450		
4003AA	150	150		
4004AA	150	150		
4005AA	150	150		
4006AA	150	150		
4007AA	150	150		
5001AA	1-500	500		
	501-1000	500		
	1001-1500	500		
5002AA	450	450		
5003AA	150	150		
5004AA	150	150		
5005AA	150	150		
5006AA	150	150		
5007AA	150	150		

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b. Transportation evaluation. The transportation evaluation is applicable to Recap CLINs only; specifically CLINs 1001AA, 1002AA, 2001AA, 3001AA, 4001AA, and 5001AA. The total quantity of vehicles that will be subject to the transportation evaluation is 7,200 (7,000 represents the total quantity of RECAP vehicles, including all options, plus the 200 seed assets).

- (i) Shipment of 200 seed vehicles from Texarkana, TX to contractor's facility and return.
- (ii) Shipment of 1,865 vehicles from Ft. Bragg, NC to the contractor's facility and return.
- (iii) Shipment of 1,283 vehicles from Ft. Stewart, GA to the contractor's facility and return.
- (iv) Shipment of 1,147 vehicles from Ft. Drum, NY to the contractor's facility and return.
- (v) Shipment of 2,705 vehicles from Ft. Hood, TX to the contractor's facility and return.

The total evaluated price will be the totals of all the CLINs, plus the associated transportation costs (paragraphs a and b).

M.3.3 Source Selection Trade-Off Process: This is a Best Value acquisition using the trade-off process. As such, the Source Selection Authority (SSA), in making the final Source Selection Trade-off judgment, will weigh the merits of the non-Cost areas of the proposal against the total evaluated price to the Government in arriving at the final source selection decision. As part of the best value determination, the relative advantages/disadvantages of each offeror's non-Price area proposals, and the total evaluated Price, shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest total evaluated Price.

M.4 Past Performance/Small Business Participation (SBP)

The Past Performance/SBP Area consists of two Elements, Past Performance and Small Business Participation. The Element of Past Performance is significantly more important than the Element of Small Business Participation.

The Past Performance/SBP Area will be evaluated as follows:

M.4.1 Past Performance (Element 1):

a. The assessment of Past Performance will be based on the offerors and significant subcontractors' current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating.

M.4.2 Small Business Participation (Element 2):

a) The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business

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participation.

b) The evaluation will include the following:

- (1) the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern)
- (2) the complexity of the items/services to be furnished by U.S. small business concerns; an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9.
- (4) Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Governments goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 20% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services

*** END OF NARRATIVE M 001 ***