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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION  
W56HZV-11-R-0183  
Amendment 0009

1. This Amendment 0009 to Solicitation W56HZV-11-R-0183 is to make the following changes:
  - a. Change the requirement from a 5-Year Firm Fixed Price Requirements Type Contract with an estimated quantity of 70 ea to a 3-Year Firm Fixed Price Requirements Type Contract with an estimated quantity of 30 ea.
  - b. Revise Attachments 0002 and 0004 to reflect the change from a 5 year contract with an estimated 70 ea to a 3 year contract with an estimated 30 ea.
  - c. Update the language in Narrative A0001 and Narrative L0001 to reflect the change from a 5 year contract with an estimated 70 ea to a 3 year contract with an estimated 30 ea.
  - d. Revise clauses 52.216-19 Order Limitations, 52.216-21 Requirements, and 252.216-7006 Ordering.
  - e. Update CLIN 0001 to reflect the change from a 5 year contract with an estimated 70 ea to a 3 year contract with an estimated 30 ea.
  - f. Change the solicitation close date:

<u>From</u>	<u>To</u>
July 23, 2012	July 30, 2012

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgment of Amendments, of the solicitation and the acknowledgment shall be included in your submission of offer in accordance with provision 52.212-1(b), Instructions to Offerors- -Commercial items, of the solicitation.
3. All other terms and conditions remain the same.

\*\*\* END OF NARRATIVE A0010 \*\*\*

1. This Solicitation W56HVZ-11-R-0183, for the Auto Sustainment Maintenance Module, issued as a Full and Open Competition, will result in a 3-Year Firm-Fixed Price Requirements Type Contract. The Description for Purchase, DFP-458-Rev H, Attachment 0001, defines all of the requirements for the Auto Sustainment Maintenance Module.
2. This solicitation utilizes a Lowest Price Technically Acceptable (LPTA) Source Selection Process in accordance with FAR 15.101-2. The Government will select a contractor based on the criteria set forth in Section Evaluation Factors for Award of this RFP. The Government intends to award one contract for the Auto Sustainment Maintenance Module. See Section "Instructions, Conditions, and Notices to Offerors" of this solicitation for proposal content and submission requirements. See Section "Evaluation Factors For Award" for information on proposal evaluation and the basis for award.
3. The specific Ordering Periods and estimated total contract quantity are identified in the Section B Schedule of Supplies. All quantities are estimated and do not bind the government in any way.
4. Offerors must complete the Price Evaluation Spreadsheet (PES - Attachment 0002) in lieu of Section B in order to be considered for award.
5. Product Verification is required for this item. All costs for inspection and testing are to be borne by the contractor and shall be included in the Product Verification Testing CLIN 0002. Input the price on Attachment 0002 - Price Evaluation Sheet.
6. The Product Verification is due 150 days after award of a delivery order. Before approval of Product Verification, the acquisition of materials or components for, or the commencement of production is at the sole risk of the contractor. The contractor shall provide Digital Photos to the Government 30 days after Product Verification test approval. The Government will review the Digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after the receipt of Government recommended changes.
7. Inspection and Acceptance is Origin. FOB is Destination for all CLINs.
8. In accordance with FAR 52.212-1, the Government intends to evaluate proposals and award a contract without discussions with

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offerors. The offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be nessecary. The burden of providing thorough and complete information remains with the offerors.

9. Berry Amendment Guidance: The purchase description has identified components that fall under Federal Supply Classes 51 and 52. All components listed in Federal Supply Class 51 or 52 are subject to the Berry Amendment (DFARS Clause 252.225-7015). The Berry Amendment prohibits the purchase of hand or measuring tools under Federal Supply Classes 51 or 52 that are not "produced in the United States". See "Instructions, Conditions, and Notices to Offerors" for additional guidance.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FSCM: 59678 PART NR: DFP 458 - REV H SECURITY CLASS: Unclassified				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>EST 30</p> <p>NOUN: Auto Sustainment Maintenance Module</p> <p>See Attachment 0002 - Price Evaluation Sheet</p> <p><u>ORDERING PERIODS:</u>                      Ordering Period One: Date of Award - 364 Days                      Ordering Period Two: 365 Days - 729 Days                      Ordering Period Three: 730 Days - 1,094 Days</p> <p><u>ESTIMATED TOTAL CONTRACT QUANTITY:</u> 30 EA.                      (Note: This is an estimate only and does not bind the Government.)</p> <p><u>FOB POINT:</u> Destination - W25G1U, Plant 7002, New Cumberland, PA</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>  <u>PACKAGING/PACKING/SPECIFICATIONS:</u>                      SEE 52.211-4517 FOR PKG REQUIREMENTS                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	EST 30	EA	\$ _____	\$ _____

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

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## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 set, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 30;

(2) Any order for a combination of items in excess of 30; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-2 CHANGED	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one-half (4 1/2) years after Contract Award.

(End of Clause)

I-3 CHANGED	252.216-7006	ORDERING	MAY/2011
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from award date through 1,095 days after award.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0002	PRICE EVALUATION SHEET (PES)	28-FEB-2012	001	ELECTRONIC IMAGE
Attachment 0004	WARRANTY AND REPLACEMENT SPREADSHEET	28-FEB-2012	001	ELECTRONIC IMAGE

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

Section Instructions, Conditions, and Notices to Offerors: INSTRUCTIONS TO OFFERORS

## L.1 Proposal Instructions and Content

Proposals shall be submitted in accordance with the requirements of the request for proposal (RFP) and the instructions set forth below. Proposals should be specific, complete and state clearly how you will meet the requirements of the solicitation. Sufficient substantiation should be submitted to permit the Government to determine that your offer meets all the requirements of the solicitation. Each section of the proposal shall be separated into three volumes to facilitate review by the Government. The proposal shall include a volume for each factor of the evaluation, and a volume titled Certification & Representations (see below). Offers shall be submitted via the Army Single Face to Industry Website in accordance with FAR provision 52.204-4016 of the solicitation.

## L.1.2 Period For Acceptance of Offers

This paragraph serves as an addendum that modifies paragraph (c) of FAR 52.212-1, titled Instructions to Offerors--Commercial Items. Paragraph (c) is modified to say that the offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers in the solicitation.

## L.1.3 Award Without Discussions

In accordance with FAR 52.212-1, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306 (a)). The offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The burden of providing thorough and complete information remains with the offerors. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals.

## L.1.4 Berry Amendment Notice

Hand or measuring tools listed in Federal supply classifications 51 and 52 are subject to the Berry Amendment and shall be produced in the United States.

In accordance with DFARS PGI 225.7002-1(b), the term produced in the United States with respect to hand or measuring tools is defined as follows:

- (1) The hand or measuring tool was assembled in the United States out of components, or otherwise made from raw materials into the finished product that is to be provided to the Government.
- (2) If a hand or measuring tool was assembled in a country other than the United States, then disassembled and reassembled in the United States, the hand or measuring tool was not produced in the United States.
- (3) The requirement to buy hand or measuring tools produced in the United States does not impose any restriction on the source of the components of the hand or measuring tools. This is unlike the Berry Amendment restriction on clothing (see 225.7002-1(a) (2)), which explicitly requires domestic source for the materials and components of clothing (other than unusual components such as sensors or electronics), as well as the additional separate restrictions on various types of fibers and fabrics that might be components of the clothing.
- (4) Since the acquisition of the Automotive Sustainment Maintenance Module is also subject to the Buy American Act (see FAR 25.1), then in order to qualify as a domestic end product, the cost of the components mined, produced, or manufactured in the United States, must exceed 50 percent of the cost of all the components of the Automotive Sustainment Maintenance Module.

## L.2. Volume I/Certification &amp; Representations

In this volume Offerors shall include the following:

L.2.1 A scanned image of a signed copy of the SF 1449 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 1449 include blocks 12, 17, 30a, 30b, and 30c.

L.2.2 One copy of this solicitation with all fill-ins completed. Offerors must include a completed copy of the provision at FAR 52.212-3, Alternate I, Offeror Representations and Certifications--Commercial Items and DFARS 252.212-7000 Representations and Certifications--Commercial Items. ORCA certifications need not be separately submitted.

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L.2.3 For other than US Small Business concerns, a Small Business Subcontracting Plan in accordance with FAR 52.219-9.

## L.3 Volume II/Technical Factor

Offerors shall carefully review the requirements of the Description for Purchase (DFP) 458, Rev. G, Automotive Sustainment Maintenance Module. After reviewing the DFP, the offeror shall submit the following information for SubFactor1:

## L.3.1 SubFactor 1 Tool Load

A. Offerors shall meet or exceed all of the following:

1. Compliance with commercial item descriptions (CIDS) cited in the DFP.
2. Compliance with Industrial Quality cited in the DFP.
3. Compliance with the warranty requirements outlined in Table 1, Table A7, and Table B3.7 of the DFP.

B. Offerors shall submit technical evidence that indicates the items being offered meet or exceed all of the stated requirements in DFP 458, Rev G. Offerors shall also submit technical evidence that all materials used to create the set meet or exceed the requirements specified in DFP 458, Rev G. If the technical evidence fails to show that the product offered conforms to the requirements of the DFP, the Government may reject the offer. Technical information shall be submitted that indicates what type of warranty is being offered and the terms of the warranty. The offeror will not be awarded extra credit if it proposes warranty requirements that exceed the warranty requirements outlined in the Tables of the DFP.

Proposals shall include all necessary technical information to evaluate the adequacy of each proposal. Technical information shall consist of one or more of the following:

- Catalog descriptions/marketing literature - shall include the manufacturer's name, manufacturer's part number, a picture, and a short description of the item.
- Technical literature - shall include detailed product information normally found in manufacturer's specification sheets and technical manuals.
- Drawings/figures - shall include drawings and/or figures of the contractor's proposed design solution. Note that more than one requirement may be highlighted within a single drawing/figure.
- Written manufacturer responses - shall be in paragraph form in email format or signed letterhead format and include technical characteristics of the requirements in the contractor's proposed design solution.
- Sample Tools - if contractors send sample tools as evidence, they must also provide a means for return in accordance with clause 52.212-1(d) of the solicitation. These samples shall be submitted at no expense to the Government, and returned at the senders request and expense. Without a means for return, the item will not be returned to the manufacturer.
- If Sample Tools are provided, please send to:

Cdr, ARDEC  
ATTENTION: DALE HOLLAND  
RDAR-EIL-TC  
Rock Island Arsenal  
Bldg 62, 2nd Floor, SW  
Rock Island, IL 61299

- Test reports - shall clearly indicate the company conducting the test. Reports shall clearly be marked to point out which requirements are being proven by that particular report.
- Additional relevant technical information that is available in the industry and is applicable to the requirement.

\*\*Hyperlinks or other links to websites will not be acceptable as technical evidence.

\*\*Copy-pasted requirements from the DFP will not be acceptable as technical evidence.

C. Technical evidence should:

Be clearly and visibly labeled with the appropriate paragraph number as required from Section 3 of the DFP (i.e. 1.1, 2.1, 3.1, etc.)  
Be clearly and visibly marked to indicate which item on each page is being offered. This may be done by circling, highlighting, starring, or marking the item in some other way to make it stand out from other items on the page not included in the offer.  
Be sorted in ascending order in accordance with the DFP in whatever form of attachment that is submitted. (i.e. if one file is submitted for all components, the evidence in that file shall be sorted from beginning to end in accordance with the list in Section 3

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of the DFP)

Offerors are not to assume that the Government has a particular catalog or marketing literature when evaluating proposals. If a proposal makes reference to a catalog or marketing literature, the catalog or marketing literature shall be provided with the proposal. Offered items should be clearly marked in the catalog, marketing literature or supporting documentation with the corresponding item paragraph number from Table 1 in the DFP.

D. Spreadsheet. In addition to the submission of technical information, offerors shall submit a spreadsheet containing the following information: manufacturer of the proposed item, part number, FSC (Federal Supply Class), the warranty type, verification of compliance with the Berry Amendment, the country of assembly, and verification of industrial quality. The component list shall be supplied in a searchable format such as .doc, .xls or .pdf formats. Scans, copies, or pictures of spreadsheets will not be acceptable. See Attachment 0003 - Components List.

E. When requested by the Government to substantiate offered components have market acceptance (see para. 3.2 of the DFP), offerors shall provide sales data for calendar year 2010 (and calendar year 2011 if sales data is available) as follows:

(i) Sales to Industrial/Professional Customers: In units, dollars or percent of total sales of the item. Sales to industrial customers includes fleet sales by the manufacturer, sales to industrial distributors, or direct sales to contractors or industrial or professional users such as sales through authorized franchised dealers that sell to contractors, industrial or professional users only. It includes sales to outlets that do not sell directly to the general public.

(ii) Sales to Government: In units, dollars or percent of total sales of the item. Sales by the manufacturer to local, state and federal governments.

(iii) Sales to Retailers: In units, dollars or percent of total sales of the item. Sales by the manufacturer to retailers or distributors whose primary customer base are retailers. This includes big box retailers, home and building centers, farm and home centers, outlets that sell to the general public, and direct Internet sales to the general public.

L.4 Volume III/Price Factor

a. Replacement item costs shall be included in the evaluation for award purposes. Offerors shall submit a spreadsheet (Attachment 0004) containing the following information for the warranty web site program: manufacturer, part number, unit price, and type of warranty. The offeror shall provide a unit price for a quantity of one (1) each for each component listed in Attachment 0004 to include prices for up to three years. The offeror shall sum the total price for all components over three years and provide this as a lump sum for CLIN 0004 on the applicable Price Evaluation Sheet. Transportation costs (Continental United States only) shall be incorporated into the proposed unit prices.

b. The offeror shall enter firm fixed unit prices for each CLIN, Ordering Year, and Quantities on the applicable Price Evaluation Sheet. All unit prices proposed shall be binding. Transportation costs (Continental United States only) shall be incorporated into the proposed unit prices and are not a separately evaluated price related factor.

c. The Government reserves the right to require the submission of any data (i.e. non-certified cost or pricing data) necessary to validate the reasonableness of an offer.

\*\*\* END OF NARRATIVE L0001 \*\*\*