

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 13

2. Amendment/Modification No.

0004

3. Effective Date

2012JUN18

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND  
CCTA-HTA-A  
JESSICA RICHARDSON (586)282-1033  
WARREN, MICHIGAN 48397-5000  
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: JESSICA.RICHARDSON4@US.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

SCD

PAS

ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-11-R-0141

9B. Dated (See Item 11)

2012MAY16

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS** The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Officer

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

ACC - Warren is soliciting proposals from small businesses in support of our Medium Tactical Vehicle, M1061A1 Trailer Program. The information below describes our planned acquisition approach for the M1061A1 Trailer. The Solicitation and associated information are posted on the M1061A1 Trailer website at: \\*HYPERLINK

"http://contracting.tacom.army.mil/majorsys/ml061a1/ml061a1.htm" <http://contracting.tacom.army.mil/majorsys/ml061a1/ml061a1.htm>. The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions on this site. Offerors are responsible for periodically reviewing and monitoring the M1061A1 Trailer website to ensure they have the most current information for this solicitation. If you have any questions regarding the web access, direct them to the ACC - WARREN Electronic contracting Help Desk at \\*HYPERLINK "mailto:acqcenweb@us.army.mil" [acqcenweb@us.army.mil](mailto:acqcenweb@us.army.mil).

INTRODUCTION:

This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 15, which uses a simplified contract format using techniques that are not similar to those used in private-sector contracting. A description of the required supplies and services are contained in this solicitation.

ACQUISITION APPROACH:

Eligibility for award under this solicitation is limited to Small Business under a Total Small Business Set-Aside.

CONTRACT OVERVIEW:

The Government intends to award one (1) contract under this solicitation, a Five-Year Firm-Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract (FAR Subpart 16.504). The Minimum Quantity is 112 trailers and the Maximum Quantity is 1000 trailers. The five year Minimum Guaranteed Quantity will be ordered at the time of award (112 Trailers).

The Offeror shall complete and submit spreadsheets at Attachment 0005 showing the proposed prices and total amounts for the CLINs listed in section B. Section B identifies the required estimated quantities for a) Standard Camouflage, b) Green and c) Tan paint that the Offeror must provide prices for in the Attachment 0005.

Note: Offerors shall not fill in this pricing information in Section B.

Note: CLIN 0001, 0004, and Exhibit A (Contract Data Requirement List) are the only items subject to Clause 52.247-34 (FOB Destination). Destination clauses are only applicable to CLIN 0001, 0004, and Exhibit A.

BASIS OF AWARD:

Offerors must carefully review Sections L and M of the solicitation to understand the evaluation criteria in the selection of the best value to the Government.

NO DISCUSSIONS ANTICIPATED:

The Government intends to award a contract without holding discussions with the Offerors as permitted in FAR 15.215-1. Each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined non-responsive to this request for proposals. The Government reserves the right to hold discussions should it deem to be in its best interest in determining the best value proposal.

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

The purpose of this Amendment is to:

1. Clarify Amendment 0003:

i. Section J was revised to add Attachment 0011, Technical Information Questionnaire (TIQ).

ii. Section A.1.iii stated Section L&M was revised to include language regarding the TIQ. The specific sections revised are L.3.3 and Section M.4.3.

iii. Note 5 on Sheet 1 of Drawing 0116-1994 was revised via Attachment 0008.

2. The following changes are made pursuant to this amendment, 0004:

i. M.4.2.1(1) is revised to delete reference to M.4.3.2 and instead include reference to M.4.3.

ii. In M.4.3.1, and M.4.3.1.2, revising "Not Acceptable" to "Unacceptable".

iii. The trailer reference in Section C.7 will be changed from M200A1 to M1061A1.

iv. Exhibit A, Contract Data Requirement List (CDRL) 0014 is revised.

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v. Revise the Executive Summary to include CLIN 0001 as FOB - Destination.

vi. Attachment 0001 is updated.

3. All other items and condition remain the same, including the closing date of June 26, 2012 at 5:00PM EST.

\*\*\* END OF NARRATIVE A0004 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 General. The Contractor, as an independent Contractor and not as an agent or employee of the Government, shall deliver the M1061A1 to the Government, which fully complies with the requirements of the Technical Data Package (TDP), and the Attachments 0002, 0003, 0008 and 0009.

The M1061A1 trailer models are:

- (1) Base M1061A1 Trailer, Flatbed, 5 ton, 4 wheel, Tandem, NSN 2330-01-207-3533, part number 8750137 (reference drawing at Attachment 0002).
- (2) Modified M1061A1 flatbed trailer, NSN 2330-01-573-1551, part number 0116-1994 (reference drawing at Attachment 0008) for the integration of the Army 100kW power unit.
- (3) (3) Modified M1061A1 flatbed trailer, NSN 2330-01-573-0985, part number 13231E0000 (reference drawing at Attachment 0009) for the integration of the Air Force 60kW power unit.

C.1.1 Reserved.

C.1.2 Anti-Lock Brake Systems. Both trailer axles shall be equipped with anti-lock brake systems (ABS) that complies with Federal Motor Vehicle Safety Standards (FMVSS) No. 121 (49 CFR 571.121). FMVSS can be obtained at the following website: <http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol6/pdf/CFR-2010-title49-vol6-sec571-121.pdf> <http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol6/pdf/CFR-2010-title49-vol6-sec571-121.pdf>.

In addition to the FMVSS requirements, the Trailer ABS shall include logic and sensors to address uphill and downhill, low coefficient of friction conditions, such that the trailer ABS will automatically turn off when the truck-trailer combination are in this situation to ensure the trailer brakes apply to prevent run-away.

C.1.2.1 The operating voltage of the ABS shall be a minimum of 12 V DC and a maximum of 24 V DC. Use of a voltage converter box to meet the 24 V DC operation requirement is acceptable. ABS, with each axle end sensed and controlled independently, is required on both axles and shall meet current industry and 49 CFR 571.121 requirements and provide Power Line Carrier (PLC) communication of ABS malfunction to the prime mover cab. The PLC architecture shall be compliant with SAE J2497. The ABS Electronic Control Unit (ECU) shall include wiring provisions to transmit the trailer (cable, SAE J2394) ABS malfunction signal to the prime mover cab. A diagnostic warning blink light shall be mounted on an angle at the left side front of the trailer and shall be in view of truck operator. The diagnostic warning blink light shall provide diagnostics capability at minimum to include fault isolation capability sufficient to identify critical failures without use of an off board device. The ABS diagnostic box shall be water proof to road splash and spray and shall be located above fording level with easy access for maintenance.

C.1.2.2 The integrated ABS design shall not change the overall vehicle dimensions of the M1061A1 trailer when built to TDP 8750137 Revision N.

C.1.2.3 The integrated ABS design shall not degrade any of the overall vehicle performance requirements of the M1061A1 trailer, as defined in MIL-DTL-62073H(AT) (Attachment 0001) when built to the TDP 8750137 Revision N.

C.1.2.4 The ABS system shall only require the use of current Army tools, as referenced in TM 9-2330-376-14&P, Attachment 0007.

C.1.2.5 ABS Integration Drawings. The Contractor shall prepare new and red-line marked up drawings as part of the TDP 8750137 to accurately describe the ABS integration (C.1.2) in a from-to condition. The Contractor shall utilize commercial standards ASME Y14.100-2004, ASME Y14.24, ASME Y14.34, ASME Y14.35, and ASME Y14.5-2009 for guidance in revising drawings. The Contractor shall also utilize standards ASME Y14.100-2004, ASME Y14.24, ASME Y14.34, ASME Y14.35, and ASME Y14.5-2009 for creating new drawings to incorporate the ABS integration into the Governments TDP. The drawings shall be provided to the Government with unlimited rights per DFARS 252.227-7013 and 252.227-7015. New and redlined drawings shall be submitted in accordance with CDRL A005.

C.1.2.6 Bill of Materials. The Contractor shall provide a bill of materials for the Antilock Brake System (ABS) containing all manufacturer, industrial specification, and military specification part numbers in accordance with CDRL A014.

C.1.3 Fasteners. All fasteners with Military Standard (MS) part numbers shall be free of Cadmium Plating. Other equivalent corrosion preventive methods may be used for MS fasteners with prior approval from the Government through the Request for Deviation process as specified below in Section C.2.

C.1.4 Paint. Trailers shall be painted Green 383 or Tan 686 in accordance with Trailer TDP paint drawing number 12420325, or Standard Camouflage in accordance with Trailer TDP paint drawing number 12420325 and camouflage paint pattern drawing number 12489337, Attachment 0003. Required paint color(s) will be identified in each individual delivery order.

C.1.5 Electronic Data Delivery. Data requirements specified herein shall be delivered in an electronic format. The file format and delivery method will be dependent upon the file type and size. The files shall be MS Windows Vista and MS Office 2007 software compatible. Available methods of delivery are: electronic mail, file transfer protocol, CD-ROM.

C.1.6 Unique Item Identification (UID). The contractor shall mark each trailer with UID in accordance with requirement set forth in

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section F, clause 252.211-7003. (See sample UID drawing 12331752 at Attachment 0010.)

C.1.7 Changes to the trailer configuration to correct test deficiencies caused by contractors nonconformance to the TDP shall be incorporated in all production trailers at no additional cost to the Government.

C.2 Configuration Management

C.2.1 Engineering Changes. The Contractor shall submit for Government approval Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECP), in accordance with CDRL A001 and Request for Deviations (RFDs) in accordance with CDRL A002. ECPs shall be prepared in accordance with Attachment 0006. The Contractor shall not incorporate any changes to the production configuration which have not been reviewed and approved by the Government Configuration Control Board (CCB) and incorporated into the contract by the Procurement Contracting Officer (PCO).

C.2.2 Engineering Change Proposal (ECP) Definitions.

Class I ECP: Engineering Change Proposals that affect the end item by any of the following: form, fit, function, cost, logistics, performance, reliability, maintainability, or delivery schedules.

Class II ECP: Class II Engineering Change Proposals have no affect on any of the factors listed in the above Class I ECP definition.

C.2.2.1 Class I (ECPs) - Contractor Requested.

The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639, CDRL A001, immediately upon determination of a need for such changes.

C.2.2.2 Class I (ECPs)- Government Directed.

In the event the Government requests a change to the end item configuration, the PCO will request, in writing, a technical and price proposal from the contractor. Within 10 business days of request, the contractor shall notify the PCO of the ECP submittal date.

C.2.2.3 Class II (ECPs)- Contractor Requested. The contractor may make Class II changes contingent upon classification concurrence by the Government. Class II changes will be reviewed for proper classification by the PCOs designated Government representatives. Authority may be granted to the onsite DCMA representative to approve Class II ECPs at the PCOs discretion. If during CCB review, the Government representative determines that a proposed Class II ECP is actually a Class I, the contractor shall prepare and submit a Class I ECP in accordance with C.2.2.1.

C.2.2.4 Until the contract is modified, an ECP shall not be incorporated into production.

C.3 System Safety.

C.3.1 Safety Assessment. The Contractor shall prepare and submit a Safety Assessment Report (SAR), which shall identify all safety features of the hardware, software, system design and inherent hazards IAW CDRL A003, DI-SAFT 80102B. The SAR shall establish special procedures and precautions to be observed by the Government test agencies and system users.

C.3.2 Health Hazard Assessment (HHA). The Contractor shall prepare a Health Hazard Assessment Report (HHA). The HHA report shall be provided with the Safety Assessment Report, per CDRL A003, DI-SAFT-80106B.

C.4 Meetings and Reviews.

C.4.1 The Contractor and the Government will hold semi-annual meetings and reviews at the contractors facility during the performance period of this contract. The objectives of these meetings are to review progress and to provide guidance on technical, product assurance, and contractual issues. Common agendas shall be agreed upon by the participants prior to all meetings and reviews. Minutes shall be submitted in accordance with CDRL A004.

C.4.2 A Start of Work meeting shall be held at the Contractors facility within twenty (20) business days after contract award. The actual date of the meeting will be coordinated with the PCO or the Contract Specialist. The purpose of the meeting is to review all matters relating to contract terms and conditions, delivery requirements, program management engineering and quality assurance. Minutes of the meeting shall be submitted in accordance with CDRL A004.

C.4.3. Provisioning Conference: Contractor shall provide support for two (2) provisioning conferences in accordance with CDRL A011. Provisioning conferences shall consist of validating contractor submitted part changes per section C.5.1.2. Provisioning conferences shall be up to one week in duration as required, and shall be held at the contractors facility. The Contractor shall prepare and distribute minutes of the provisioning conferences in accordance with CDRL A004.

C.4.4 Production Database. The contractor shall maintain a database (CDRL A013) that will track and sort vehicles by serial numbers, build and ship dates, CLIN, vehicle model number, ship to location, document number, and DD250 and Commercial Bill of Lading (CBL) numbers. In addition, the database shall track per vehicle, all engineering changes incorporated according to ECP, VECP and or RFD

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Number. Any applicable engineering notes may also be included in the database. This database shall be updated and submitted to the Government electronically every two weeks. The database shall be kept current as vehicles are shipped. The Contractor shall maintain the database for a period of four (4) years following completion of the Contract.

C.5 Logistics Management Information (LMI) ABS Data Products.

C.5.1 Logistics Management Information (LMI) ABS Data. LMI Data is defined as ABS specific technical information required to safely operate, maintain, and support the ABS system within the expected life-cycle of the equipment. The Contractor shall provide LMI Summaries in accordance with CDRL A012.

C.5.1.1 Logistics Management Information (LMI) Maintenance. The contractor shall conduct an analysis of operation and maintenance for ABS assembly and spare parts and identify specific Army tools specified in TM 9-2330-376-14&P required to define optimal maintenance support for ABS. The contractor shall provide a bill of material for the ABS IAW CDRL A014. The following areas shall receive increased analysis, review, and focus, as they are critical in achieving projected Operation and Support cost savings:

- (1) Preventive Maintenance Checks and Services (PMCS)
- (2) Repair Parts and Special Tools List (RPSTL)

C.5.1.2. Provisioning: In the event of an engineering change (e.g. ECP, RFD) or a change in vendor information, the Contractor shall provide the following information to the Government to support the parts provisioning effort (CDRL A011):

- (1) Drawings or catalog pages for new or changed contractor spare or repair parts
- (2) Part Number and Cage
- (3) Estimated Unit Price
- (4) Quantity per assembly
- (5) When required, the provisioning information as described in C.5 shall be provided in accordance with CDRL A011.

C.6 Welding requirements. All steel weldments shall meet the design and fabrication requirements in AWS D1.1/D1.1M. All welding equipment used in building the items described herein shall be certified and all welders and operators shall have passed qualification testing as prescribed in the applicable qualification standards established by the AWS\~D1.1/D1.1M.

C.7 Equipment Preservation Data Sheet. The contractor shall for the M1061A1 trailer equipped with the Advanced Medium Mobile Powered Sources (AMMPS) kit, develop and submit Shipment and Storage instructions processing as described in MIL-STD-3003, addressing temporary outside storage of up to 90 days with no exercising or maintenance being conducted.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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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>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (CDRLS A001 - A014)	18-JUN-2012	014	
Attachment 0001	MIL-DTL-62073H	21-AUG-1998	026	
Attachment 0008	DWG 116-1994 REVISION C FOR M1061A1 TRAILER WITH ARMY INTEGRATION KIT			
Attachment 0009	DWG 13231E0000 REV B DRAWING FOR M1061A1 TRAILER WITH AIR FORCE INTEGRATION KIT			
Attachment 0011	TECHNICAL INFORMATION QUESTIONNAIRE (TIQ)	08-JUN-2012	004	

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL FORMAT AND QUANTITY INSTRUCTIONS

L.1.1 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US Dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted via Army Single Face to Industry (ASFI) website at [\\\*HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/](https://acquisition.army.mil/asfi/)

- Volume Title
- Number
- Cover Letter
- Volume I Contract
- Volume II Phase I: Technical Factor
- Volume III Phase II: Price Factor

L.1.1.1 Paper Copies. Paper copies of offers will not be accepted.

L.1.1.2 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION.

L.2.1 Offerors must submit the electronic copies of the offer in accordance with the Section A Clause, entitled TACOM-Warren Electronic Contracting, 52.204-4016.

L.2.2. Offerors are cautioned that an offer is not considered received until the final submission via the Army Single Face to Industry (ASFI) Bid Response System (BRS) and the time stamped bid summary is generated, which is not instantaneous. As such, offerors should begin your file upload well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If the ASFI-BRS confirmation time stamp is not prior to the solicitation closing date and time indicated in the solicitation (RFP), the proposal shall be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

L.2.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors may be required to submit proposals in multiple uploads. Due to the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes. It is important to note that up to five files can be uploaded at one time. The combined size of five files cannot exceed 10MB. Break your attachments into smaller files or use the upload utility multiple times if your files exceed the 10MB size limit.

L.2.4. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- a. Files in either MS Windows Vista/Microsoft Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is Unacceptable.
- b. Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- c. 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 the electronic offer and be accessible offline.

L.2.6 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

(c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for determining timeliness under 15.208(a) provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which 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" as described above.

**Name of Offeror or Contractor:****L.3 PROPOSAL INSTRUCTIONS, FORMAT, AND CONTENT**

L.3.1 Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.3.1.1 The Contractor shall provide an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

**L.3.2 VOLUME I CONTRACT**

In this Volume Offerors will provide:

L.3.2.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 16, 17, and 18.

L.3.2.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed. ORCA certifications need not be separately submitted.

L.3.2.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C.

L.3.2.4 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.2.5 Organizational Conflict of Interest.

L.3.2.5.1 The Offeror shall provide an affirmative statement that the Offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.3.2.5.2 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.2.5.3 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

**L.3.3. VOLUME II Phase I - Technical Factor Acceptable/Not Acceptable**

L.3.3.1 Offerors shall clearly establish conformance with technical requirements of an air-over-hydraulic Antilock Brake System (ABS) by submitting a completed Technical Information Questionnaire (TIQ) (Attachment 0011).

L.3.3.1.1 The Offeror must provide information (as identified in the TIQ) that substantiates responses to each TIQ question. Unsubstantiated claims will make the Offeror ineligible for award.

**L.3.4 Phase 2, VOLUME III: PRICE**

L.3.4.1 In this Volume Offerors shall provide the following:

a. The Offeror shall complete and submit spreadsheets at Attachment 0005 showing the proposed prices and total amounts for the CLINS listed in section B. Section B identifies the required estimated quantities for a) Standard Camouflage, b) Green and c) Tan paint that the Offeror must provide prices for in the Attachment 5. Offerors shall not provide any pricing information in Section

b. As described in L.3.4.2 and L.3.4.3 below, the Offeror is required to submit pricing information to support the proposed prices. All prices as well as any pricing information provided shall be in U.S. Dollars. Offers received in other than U.S. Dollars may be rejected.

c. CLIN 0001. The Offeror shall provide a unit price for six (6) each First Article Inspection Trailers. This unit price shall also include shipment of four (4) of the six (6) First Article Trailers FOB Destination from the Contractors facility to the U.S. Army Yuma Proving Ground test site and return to Contractors facility.

d. CLIN 0003. The Offeror shall provide a total amount for the Test Support identified in paragraph E.8, Product Verification Testing.

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**Name of Offeror or Contractor:**

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L.3.4.2 Offerors shall provide pricing information to support the proposed prices for all CLINs including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor and are published or otherwise available for customer inspection. The above information is intended to establish the reasonableness of the Offeror's proposed prices.

L.3.4.3 The Offeror shall provide the information in the attached Pricing Spreadsheet (Attachment 0005) on a per unit basis for all CLINs, as specified in the Attachment.

L.3.4.4 Offerors shall describe the basis for any out-year escalation used in the calculation of the out-year prices for CLINs 2001 through 5003.

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

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## SECTION M

## M.1 BASIS FOR AWARD

## M.1.1 GENERAL:

The Government plans to award one IDIQ contract for the M1061A1 Trailer as a result of this solicitation

M.1.2 Selection of the successful Offeror shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the Offeror whose proposal, in the Source Selection Authority's opinion, represents the lowest price technically acceptable value to the Government.

M.1.2.1 Evaluation. Proposals will be evaluated using a Two-phase Evaluation Process. This will be a Low Price Technically Acceptable (LPTA) source selection process in accordance with (IAW) FAR 15.101-2.

M.1.3 AWARD WITHOUT DISCUSSIONS. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where awards will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a Price and non-Price Factor standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

## M.2 REJECTION OF OFFERS

M.2.1 Offerors shall carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. The circumstances that may lead to the rejection of a proposal are:

M.2.1.1 The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

M.2.1.1.1 When a proposal 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 and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.1.2 A proposal fails to provide any of the data and information required in Section L.

M.2.1.1.3 A proposal provides some data but omits significant material data and information required by Section L.

M.2.1.1.4 A proposal merely repeats the contract Scope of Work without elaboration.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements because it is unrealistic in terms of technical or schedule commitments.

M.2.1.3 The proposal contains any unexplained significant inconsistency between the proposed effort and cost or price, which implies the Offeror, has (1) an inherent misunderstanding of Scope of Work, or (2) an inability to perform the resultant contract.

M.2.1.4 The proposal is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each year.

M.2.1.5 The proposal price is unreasonable or unaffordable.

M.2.1.6 The proposal offers a product or service that does not meet all stated material requirements of the solicitation.

## M.3. EVALUATION PROCESS

## M.3.1 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.3.2 SOURCE SELECTION EVALUATION BOARD (SSEB)

A Source Selection Evaluation Board (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 this evaluation in

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**Name of Offeror or Contractor:**

accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

**M.3.3 RESPONSIBILITY**

M.3.3.1. Determination of Responsibility and Eligibility for Award. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who can 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. In addition, the Government may assess the Offerors financial ability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each Offerors 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. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- a. Arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- b. Ask you to provide technical, production, quality and/or financial information. If you do not provide us with the data, we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

**M.4 EVALUATION FACTORS FOR AWARD**

M.4.1 Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 "Rejection of Offers" above. Proposals will be evaluated as described herein.

**M.4.2 Evaluation:**

M.4.2.1 Proposals will be evaluated using a Two-phase Evaluation Process. This will be a Low Price Technically Acceptable (LPTA) source selection process in accordance with (IAW) FAR 15.101-2, as follows.

(1) Phase I of this LPTA evaluation is an assessment of Technical Factor proposals on an Acceptable/Unacceptable basis. In order to be considered for award, Offeror's proposals must be rated Acceptable under each Technical Factor cited in M.4.3.2. Any Offeror's proposal assessed as Unacceptable under the Technical Factor will be ineligible for award. Offerors whose Technical proposals rated Unacceptable may be notified at any time that the proposal will no longer be considered for award.

(2) Under Phase II of the LPTA evaluation, those proposals rated Acceptable under Phase I will be evaluated for the total lowest evaluated price which will include an assessment of price reasonableness. Award will be made to the proposal with the lowest total evaluated price which was also rated Acceptable under the Phase I Technical Factor.

**M.4.3 Phase I - Technical Factor**

**M.4.3.1. Technical Volume Evaluation: Phase I Acceptable/Unacceptable (L.3.3.)**

Phase I will be an acceptable/unacceptable evaluation to determine whether the technical components offered by the Offeror meet the contract requirements contained in Section C based on the response to the information called for in the TIQ (Attachment 0011). The information submitted in response to the TIQ will be used to verify conformance to the Section C.1.2. requirements. No evaluation credit will be given for exceeding performance requirements. The determination of an acceptable proposal will be based on an evaluation of the technical proposal against the following definition:

M.4.3.1.1. An Acceptable Technical Proposal is a proposal where there is no doubt that the system will meet each of the requirements based on the Offeror's proposal and as evidenced by the answers to the TIQ (Attachment 0011) questions and information submitted in support thereof.

M.4.3.1.2. If sufficient evidence is not provided to substantiate adherence to requirements in Section C as evidenced from the answers to the TIQ questions and information submitted in support thereof, the Offeror will be deemed Unacceptable under Phase I and will not be eligible for award. Furthermore, an Offeror deemed Unacceptable under Phase I shall not be evaluated under Phase II.

**M.4.4 Phase II- Price Factor**

**Name of Offeror or Contractor:**

M.4.4.1 The Price Factor evaluation will consider the total evaluated price to the Government.

M.4.4.2 The assessment of the total evaluated price will include consideration of the price reasonableness of the proposed process. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable.

M.4.4.3 The total evaluated price amount will be used in the evaluation. The total evaluated price amount shall include all CLINs. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 0005, and shall be calculated per Attachment 0005.

M.4.4.4. The transportation costs will be added to the total evaluated price as provided in TACOM Clause, 52.247-4006 Method of Evaluation for F.O.B. Origin Transportation Offers. For evaluation purposes the transportation costs evaluation will include the Governments estimate of the associated transportation cost of shipping 1,000 each Base M1061A1 Trailer, Flatbed, 5 Ton, 4 wheel Tandem.

The destination for the quantity of 1,000 each trailers is:

TOBYHANNA ARMY DEPOT  
XR WOML USA DEP TOBYHANNA  
SQUIRE STREET  
ASARS 1C BAY 5  
TOBYHANNA, PA 18466-5050

\*\*\* END OF NARRATIVE M0001 \*\*\*