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PIIN/SIIN DAAE07-03-R-T014

MOD/AMD 0003

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Amendment 0003 is to make the following revisions:

2. Add subparagraph (c) to paragraph F-8. In the event that the First Article Test is waived in its entirety, Clause E-4 is deleted in its entirety and Clause F-8, paragraph (c) will govern CDRL due dates, as specified, for CDRLS A005, A006, A008, AND A009:

CDRL A005, Pre-Procurement Screening
Initial submittal due 30 DACA

CDRL A006, PPL
Contractor will deliver one digitized copy the PPL 30 DACA

CDRL A008, EDFP
Initial submittal due 30 DACA

CDRL A009, Technical Manuals Schedule:
Initial draft change pages due 30 DACA
Delete "Updated draft changes pages due 30 days after FAT."
Val/Ver will be 60 DACA

4. Revise Executive Summary, paragraph b(3) for FAT waiver instructions.

5. Add Clin 6001 to Section B for the inclusion of CDRL prices (for information only).

6. Define Ordering Years in Section B.

7. All other terms and conditions remain unchanged.

Name of Offeror or Contractor: _____

*** END OF NARRATIVE A 004 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 CHANGED TACOM		EXECUTIVE SUMMARY - ALTERNATE 1	MAR/1998

a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the 600 GPH Reverse Osmosis Water Purification Unit (ROWPU).

b. PROCUREMENT. This is a Total Small Business Set-Aside procurement. It is a Firm-Fixed-Price, 5-year Indefinite Delivery-Indefinite Quantity (IDIQ) type contract. The Government plans to award a single contract to the successful offeror. The guaranteed total contract minimum quantity is 16 each and the maximum quantity is 200 each. The Government may order a minimum quantity of 1 each on an individual delivery order. The "unit prices" shall be used in the placement of future firm-fixed-price delivery orders.

(1) FAT Units. There are 3 First Article Test (FAT) Units. One (1) of the test units will become the manufacturing standard and be shipped as the last unit under the contract. The remaining two (2) first article units will be submitted to the Government for acceptance following testing and refurbishment, if appropriate, and shall be considered part of the First Ordering Year quantity. (Changed by Amendment 0003) The Government intends to award a Delivery Order for the FAT and first year production items concurrently with the basic contract award.

(2) CDRL Items. Contract Data Requirements List (CDRL's) items SHALL NOT be priced separately. The price of CDRL's shall be included in the appropriate Clin/Sub-Clin price.

(3) Test Costs. (Changed by Amendment 0003) The cost of all required testing efforts SHALL be included in your basic proposal. DO NOT assume that a test waiver will be granted at a later time. FAT waiver requests shall be submitted in accordance with Clause E-14.

(4) Transportation costs will not be evaluated for this action in accordance with FAR 52.247.50.

c. BEST VALUE. This solicitation will be evaluated using Best Value contracting approaches, reference Section M. The Government reserves the right to award this contract without conducting discussions. The total evaluated price will be comprised of the total cost for the First Article Test units, the First Article Test Effort and Report, and the total cost for the First-Fifth Ordering Periods using the estimated quantities specified in Schedule B. The Government reserves the right to make no award as a result of this solicitation if upon evaluation, none of the proposals are deemed likely to meet the schedule or technical requirements at an acceptable level of risk and/or price. Additional consideration WILL NOT be given for proposals that exceed the Government's stated requirements.

d. QUANTITY. This is a 5 Year Indefinite-Delivery Indefinite-Quantity (IDIQ) type contract. The estimated quantity is based on current available funding. The actual quantities are variable during actual contract performance depending on fund availability and requirements. The current total estimated quantity is 93.

e. TECHNICAL DESCRIPTION. There are requirements for three model types: Type I - Trailer Mounted Army version, Type II - Skid Mounted Air Force version, and Type III - Skid Mounted Navy/Marine Corp version. See Section J Attachments for Technical Data Package and Purchase Description. Test waivers may be approved after award based on the submission of appropriate documentation and an adequate cost adjustment proposal for the test waiver action. Applicable NSN's follow:

Type I: 4610-01-193-4349
 Type II: 4610-01-193-4348
 Type III: 4610-01-195-6297

f. GENERAL. The 600 GPH ROWPU is a mobile water purifying system that supplies potable water for troops in the field and potable water for support equipment. A Technical Data Package and Purchase Description fully describe the three models and will be acquired in this action. The US Army is the executive agent for water systems for all DOD components. The Army, Air Force, Navy, Marines, and FMS customers utilize the 600 GPH ROWPU. The 600 GPH ROWPU is a mature fully sustainable system with more than 1,200 units fielded. The system was type classified standard in 1992.

g. BASIS FOR AWARD. The award of this contract will be made to that responsible offeror whose proposal represents the best value to the Government based on the criteria set forth in Section M. In order to determine the best value, the Government will evaluate three areas: Past Performance, Price, and Small Business Participation.

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h. REJECTION OF OFFERS. The Government may reject any proposal which:

(1) Merely offers to perform work according to the RFP terms or states the offeror is able to comply, without elaboration.

(2) Is unrealistic in terms of technical or schedule commitments, is unrealistically high or low in price, reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved.

(3) Is materially unbalanced as to price. An offeror is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

i. UNIQUE ASPECTS OF THIS SOLICITATION. The solicitation will be evaluated utilizing an informal source selection evaluation team to determine the best value for the Government. The tradeoff process allows the Government the flexibility to select the best value offer, which may not always be the lowest price.

j. NOTICE REGARDING FILL-INS. Please note that this solicitation, including Section K, contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each clause and provision.

k. NOTICE REGARDING CAGE CODE. DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____

l. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to This Solicitation. To be considered for award, you must electronically return one signed copy of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33) IAW requirements stated in Section L.

(2) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. IF YOU SUBMIT AN OFFER FOR LESS THAN THE MINIMUM QUANTITY SOLICITED OR FOR MORE THAN THE MAXIMUM QUANTITY, YOUR OFFER SHALL NOT BE CONSIDERED FOR AWARD.

(3) Notice Regarding Bar Code Marking. Please note that a requirement for bar code marking applies to shipments made under the contract/delivery orders that will result from this solicitation. Refer to the clause entitled BAR CODE MARKING in Section D of this solicitation. You must include the cost of bar code marking in your proposal.

(4) Acknowledgment of Amendments. Please acknowledge any amendments to this solicitation in the space provided in Section A of SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(5) Question/Problem Resolution. Questions regarding this solicitation should be directed to the person identified in Block 10 of the SF33. Additional sources of information can be found in the following provisions: NOTICE OF TACOM OMBUDSPERSON and HQ AMC-LEVEL PROTEST PROGRAM.

(6) Past Performance. Information is required prior to the solicitation closing date, see Section L for details.

m. Inconsistencies Between the Executive Summary and the Solicitation. This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the person identified in Block 10 of the SF33.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DATA ITEM</u></p> <p>NOUN: CONTRACT DATA REQ LISTS SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements List:</p> <p>OFFERORS SHALL SEPARATELY ANNOTATE THE COST OF EACH CDRL REQUIREMENT.</p> <p><u>THIS REQUIREMENT IS "FOR INFORMATION ONLY"</u></p> <p>THE UNIT COSTS SHALL INCLUDE CDRL COSTS</p> <p>A001- Meeting Minutes</p> <p>A002- Engr Change Proposal</p> <p>A003- Notice of Revision</p> <p>A004- Req for Deviation</p> <p>A005- Pre-Proc Screening</p> <p>A006- Provisioning Parts List</p> <p>A007- Design Change Notification</p> <p>A008- Engr Data for Provisioning</p> <p>A009- Technical Manuals</p> <p>A010- Shipment & Storage Instructions</p> <p>A011- LMI Data Products</p> <p>A012- Special Packaging Instructions</p> <p>A013- (reserved)</p> <p>A014- Failure Analy & Corr Action Rpt</p> <p>A015- Conformance Insp/Accept Plan</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>			<p>\$ <u> ** NSP ** </u></p> <p>\$ _____</p>	<p>\$ <u> ** NSP ** </u></p>

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MOD/AMD 0003

Name of Offeror or Contractor:

(ADDED BY AMENDMENT A0003)

THE FOLLOWING DEFINITIONS APPLY TO THE SOLICITATION
AND RESULTING CONTRACT AND DELIVERY ORDERS.

THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER
IS THE PRICE FOR THE CONTRACT YEAR IN WHICH
THE ORDER IS ISSUED. THE DELIVERY DATE DOES
NOT DETERMINE THE CONTRACT YEAR.

THE ORDERING YEARS ARE DEFINED BELOW:

THE FIRST ORDERING YEAR OF THE CONTRACT IS
THE DATE OF AWARD PLUS 364 DAYS

THE SECOND ORDERING YEAR IS 365 THRU 729
DAYS AFTER CONTRACT AWARD

THE THIRD ORDERING YEAR IS 730 THRU 1,094
DAYS AFTER CONTRACT AWARD

THE FOURTH ORDERING YEAR IS 1,095 THRU 1,459
DAYS AFTER CONTRACT AWARD

THE FIFTH ORDERING YEAR IS 1,460 THRU 1,824
DAYS AFTER CONTRACT AWARD

*** END OF NARRATIVE B 001 ***

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MOD/AMD 0003

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 180 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 6 units every 30 days;

(ii) You'll deliver a maximum of 8 units every 30 days

(iii) You can deliver more than the minimum number of units every thirty days with written authorization of the PCO.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

(Added by Amendment 0003)

(c) In the event that the First Article Test is waived in its entirety, Clause E-4 is deleted in its entirety and the revised due dates for CDRLs A005, A006, A008, AND A009, as specified below, shall be in effect:

CDRL A005, Pre-Procurement Screening
Initial submittal due 30 DACA

CDRL A006, PPL
Contractor will deliver one digitized copy the PPL 30 DACA

CDRL A008, EDFP
Initial submittal due 30 DACA

CDRL A009, Technical Manuals Schedule:
Initial draft change pages due 30 DACA
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