

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAL	Page 1 of 130
2. Contract No.	3. Solicitation No. DAAH23-03-R-0211	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-L REDSTONE ARSENAL AL 35898-5280		Code W58RGZ	8. Address Offer To (If Other Than Item 7)	

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2003MAY10 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CASSANDRA BOYD E-mail address: CASSANDRA.BOYD@REDSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256)876-3184
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

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

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

AWARD (To be completed by Government)

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

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

Name of Offeror or Contractor:SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY

A. SOLICITATION

1. This Request For Proposal (RFP) is scheduled to remain open until 10 May 2003. It is expected that the contract resulting from this solicitation will be awarded on or about 30 Sep 2003. Offerors are requested to specify a proposal validity date of at least 30 Sep 2003.

2. A website for this requirement has been established and shall remain open for the duration of the acquisition. The website can be accessed via the Redstone Arsenal homepage at <http://www.redstone.army.mil/>. From the homepage, select the icon "Doing Business with AMCOM". Follow the Quick Start Instructions which leads to the New Acquisition Center (AC) website at <https://wwwproc.redstone.army.mil/acquisition/>. From the AC website, select Current Business Opportunities, then select "Fort Rucker Fleet Services Program". This website contains links to this RFP, an On-Line Reading Room, a Question & Answer (Q&A) Board, a Potential Offeror Register, and other related information. The website will be updated periodically during the course of this acquisition to include new information as it becomes available (e.g., solicitation amendments).

3. All questions and comments concerning this RFP must be submitted in writing. Verbal questions/comments will not be entertained. Offerors are strongly encouraged to utilize the on-line Q&A Board for submitting all questions. Other written methods of submitting questions will be accepted; however, e-mail is preferred over hard copy submissions. All questions and comments, regardless of method submitted, and the Government's answers thereto shall be issued via the on-line Q&A Board.

4. The applicable North American Industry Classification System (NAICS) code to this anticipated acquisition is 488190 (Other Support Activities for Air Transportation). The small business size standard associated with this classification code is \$5 million (average annual receipts). Prime offeror firms not meeting this size standard will be considered a large business concern for this acquisition.

5. Offerors are required to meet the small business participation levels set forth in Provision H-12, Minimum Small Business Participation Requirements. Offerors are further advised that Section I, provision I-143 of the solicitation contains a deviation to FAR 52.219-16 that provides for liquidated damages to be assessed against the contractor, if it fails to make a good faith effort to comply with the minimum small business participation requirements at H-12 or its approved small business subcontracting plan.

6. Paragraph L-23 8.g requires offerors to mail the Past Performance Questionnaire at Attachment 18 of this solicitation to all contractual, technical, and administrative points of contact for each contract submitted in the Past Performance proposal. Offerors must ensure that this is accomplished in sufficient time for assessments to be completed and submitted to the Contracting Officer prior to the date and time set for receipt of proposals.

7. It has been determined that this service acquisition is subject to the Service Contract Act of 1965, as amended. A wage determination for the Fort Rucker, Alabama area will be provided at a later date. However, the collective bargaining agreement is available for review.

8. Access to classified material may be required for some efforts required by the Performance Work Statement. The successful offeror shall comply with the requirements of the Contract Security Classification Specification (DD Form 254) at Attachment 12 of this solicitation.

B. GENERAL

1. This RFP should not be discussed with any Government employee except the Contracting Officer, Ms. Cathy Dickens, or her representatives, Ms. Cassandra Boyd or Ms. Lillie Williams. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive acquisition.

2. The Government's contractual representatives for this RFP are Ms. Cassandra Boyd or Ms. Lillie Williams. Your comments and/or questions should be directed, in writing, to these individuals either via the Q&A Board located at the ITSS Website, by e-mail at cassandra.boyd@redstone.army.mil or lillie.williams@redstone.army.mil, or by mail (see Block 7 of SF33 for address), or by facsimile at 256-955-6166.

3. Please indicate the RFP number, DAAH23-03-R-0211, on all correspondence pertaining to this solicitation.

C. PREPROPOSAL CONFERENCE

1. A pre-proposal conference is scheduled at Building # TBD at Fort Rucker, AL for the purpose of answering questions regarding this solicitation. The following schedule is provided:

(a) Conference date: Thursday, April 9, 2003 at 8:00 A.M. Registration information will be published on

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MOD/AMD

Name of Offeror or Contractor:

<https://wwwproc.redstone.army.mil/acquisition>.

(b) Submit the names of all attendees to cassandra.boyd@redstone.army.mil or lillie.williams@redstone.army.mil, no later than 2:00 p.m. (Central Time) on April 1, 2003. Please limit to three attendees per company.

(c) All questions regarding this solicitation should be directed to either of the above email addresses. Please submit your questions no later than 2:00 P.M. (CT) on April 9, 2003, in order to be addressed at the Pre-Proposal Conference. The date and time for receipt of offers will not be extended due to untimely submission of questions by offerors.

(d) Nothing that is said at the Pre-Proposal Conference (or the concurrent site visit) will qualify or modify the terms of the solicitation unless it is formally amended in writing per FAR 15.706(c).

2. A site visit for viewing the work site at Ft Rucker, AL is scheduled for April 9, 2003 in conjunction with the pre-proposal conference.

3. See Section L for further instructions.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.223-4000 AMC-LEVEL PROTEST PROGRAM (USAAMCOM)	OCT/1996
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

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

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

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

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

(End of Clause)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>The contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the government services necessary to accomplish the following:</p> <p style="text-align: center;">(End of narrative A001)</p> <p>The proposed contract will be a one-year contract with two (2) one-year options. The Award Fee will allow the contractor to earn up to seven (7) additional option years.</p> <p style="text-align: center;">(End of narrative A002)</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Aircraft</td> <td style="width: 15%;">Estimated Flying Hours (FH)</td> <td style="width: 15%;">Estimated Cost Per FH</td> <td style="width: 30%; text-align: right;">Total Estimated Cost</td> </tr> <tr> <td>OH-58A/C</td> <td style="text-align: center;">60,061</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>OH-58D</td> <td style="text-align: center;">20,920</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>UH-1</td> <td style="text-align: center;">6,164</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>UH-60A/EH-60A</td> <td style="text-align: center;">39,348</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>CH-47D</td> <td style="text-align: center;">11,360</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>TH-67</td> <td style="text-align: center;">102,426</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>AH-64A</td> <td style="text-align: center;">14,091</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>AH-64D</td> <td style="text-align: center;">26,743</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table> <p style="text-align: center;">(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE:</p>	Aircraft	Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost	OH-58A/C	60,061	_____	_____	OH-58D	20,920	_____	_____	UH-1	6,164	_____	_____	UH-60A/EH-60A	39,348	_____	_____	CH-47D	11,360	_____	_____	TH-67	102,426	_____	_____	AH-64A	14,091	_____	_____	AH-64D	26,743	_____	_____	1	LO	\$ _____	
Aircraft	Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost																																						
OH-58A/C	60,061	_____	_____																																						
OH-58D	20,920	_____	_____																																						
UH-1	6,164	_____	_____																																						
UH-60A/EH-60A	39,348	_____	_____																																						
CH-47D	11,360	_____	_____																																						
TH-67	102,426	_____	_____																																						
AH-64A	14,091	_____	_____																																						
AH-64D	26,743	_____	_____																																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>ATTACH 1/PWS</p> <p><u>LOCAL PURCHASE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
0003	<p><u>OVER AND ABOVE SERVICE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
0004	<p><u>ATTC REQUIREMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
0004AA	<p><u>SERVICES LINE ITEM</u></p>		LO		\$ _____

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p>NOUN: SERVICES</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO	\$ _____	\$ _____
0005	<p><u>TH-67 AIRCRAFT REPAIR PART</u></p> <p>NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0006	<p><u>BASE FEE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Not-to-exceed 3%</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0007	<p><u>INCENTIVE FEE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Incentive Fee applies to all customers except the ATTC.</p> <p>(1) Performance</p> <p>(2) Cost</p> <p>Offerors can propose alternate incentive fee amounts.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$4,500,000
					\$4,500,000

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p><u>AWARD FEE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>(Applies to all customers except for the ATTC)</p> <p>Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit</p> <p>(End of narrative B002)</p>	1	LO		<p>\$ _____</p> <p>\$350,000 Annually</p>
0009	<p><u>ATTC AWARD FEE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Evaluation Areas</p> <p>(1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit</p> <p>(2) Phase Maintenance</p> <p>(3) Cost Management</p> <p>(End of narrative B001)</p>	1	LO		<p>\$ _____</p> <p>\$350,000 Annually</p>
0010	<p><u>PHASE IN</u></p> <p>SECURITY CLASS: Unclassified</p>	1	LO		<p>\$ _____</p>
0011	<p><u>AIR FORCE (OPTION)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircrafts and 16 non flyable aircrafts to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred.</p>				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0011AA	<u>AIR FORCE SERVICE</u>		LO		\$ _____
	NOUN: UH-1H SERVICE				
	Aircraft	Estimated Flying Hours (FH) See Air Force PWS		Estimated Cost Per FH	Total Estimated Cost
	UH-1	_____		_____	_____
	(End of narrative B001)				
0011AB	<u>AIR FORCE SERVICE</u>				\$ _____
	NOUN: UH-1H PARTS				
0011AC	<u>AIR FORCE SERVICE</u>		LO		\$ _____
	NOUN: MAINT. & REPAIR (107 REQUEST)				
0011AD	<u>AIR FORCE SERVICE</u>		LO		\$ _____
	NOUN: O&A-PERIL & CRASH DAM. REPAIR				
0011AE	<u>AIR FORCE SERVICE</u>		LO		\$ _____
	NOUN: PHASE IN				
0011AF	<u>CONTRACT DATA REQ LISTS (CDRLS)</u>		LO		\$ _____ ** NSP **
	NOUN: AIR FORCE				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CONTRACT DATA REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p>	1	LO		\$ _____ ** NSP **
0013	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>OPTION - CORPORATE G & A</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) separately. However, it is not required.</p> <p>(End of narrative A001)</p>	1	LO		\$ _____
1001	<p><u>2ND YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p>	1	LO		<p>\$ _____</p> <p>Total Estimated Cost</p>
		Estimated Flying Hours		Estimated Cost Per FH	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		(FH)			
	OH-58A/C	18,013		_____	_____
	OH-58D	23,315		_____	_____
	Uh-60A/EH-60A	55,806		_____	_____
	CH-47D	16,861		_____	_____
	TH-67	96,074		_____	_____
	AH-64D	27,646		_____	_____
	(End of narrative B001)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS				
1002	<u>1ST YEAR OPTION (BASE 0002)</u> NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System. (End of narrative B001)	1	LO		\$ _____
1003	<u>1ST YEAR OPTION (BASE 0003)</u> NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award. (End of narrative B001)	1	LO		\$ _____
1004	<u>1ST YEAR OPTION (BASE 0004)</u> NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
1004AA	<p><u>1ST YEAR OPTION (BASE 0004AA)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
1004AB	<p><u>1ST YEAR OPTION (BASE 0004AB)</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO		\$ _____
1005	<p><u>1ST YEAR OPTION (BASE 0005)</u></p> <p>NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____
1006	<p><u>1ST YEAR OPTION (BASE 0006)</u></p> <p>NOUN: BASE FEE SECURITY CLASS: Unclassified</p> <p>Not-to-exceed 3%</p> <p>(End of narrative B001)</p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	<p><u>1ST YEAR OPTION (BASE 0007)</u></p> <p>NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified</p> <p>Incentive Fee applies to all customers except the ATTC.</p> <p>(1) Performance</p> <p>(2) Cost</p> <p>Offerors can propose alternate incentive fee amounts.</p> <p>(End of narrative B001)</p>	1	LO		<p>\$ _____</p> <p>\$4,500,000</p> <p>\$4,500,000</p>
1008	<p><u>1ST YEAR OPTION (BASE 0008)</u></p> <p>NOUN: AWARD FEE SECURITY CLASS: Unclassified</p> <p>(Applies to all customers except for the ATTC)</p> <p>Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit</p> <p>(End of narrative B001)</p>	1	LO		<p>\$ _____</p> <p>\$350,000 Annually</p>
1009	<p><u>1ST YEAR OPTION (0009)</u></p> <p>NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified</p> <p>Evaluation Areas</p> <p>(1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit</p> <p>(2) Phase Maintenance</p> <p>(3) Cost Management</p> <p>(End of narrative B001)</p>	1	LO		<p>\$ _____</p> <p>\$350,000 Annually</p>
1010	<p><u>1ST YEAR OPTION (BASE 0010)</u></p>	1	LO		<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	<p>NOUN: PHASE IN SECURITY CLASS: Unclassified</p> <p><u>1ST YEAR OPTION (BASE 0011)</u></p> <p>NOUN: AIR FORCE SECURITY CLASS: Unclassified</p> <p>Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred.</p> <p>(End of narrative B001)</p> <p>NOTE: First year of transition from 24 UH-1H to 24 Huey II at a rate of 8 Huey IIs per year starting half way through the year of modification. See UAF PWS for flying hour breakdown.</p> <p>(End of narrative B002)</p>				
1011AA	<p><u>1ST YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p> <p>Aircraft</p> <p>UH-1H</p> <p>UH-1H-II</p> <p>(End of narrative B001)</p>	<p>Estimated Flying Hours (FH)</p> <p>See Air Force PWS</p> <p>_____</p> <p>_____</p>		<p>Estimated Cost Per FH</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>Total Estimated Cost</p> <p>_____</p> <p>_____</p>
1011AB	<p><u>1ST YEAR OPTION (BASE 0011) AIR FORCE</u></p>		LO		<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: UH-1H/UH-1H-II PARTS				
1011AC	<u>1ST YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: MAINT. & REPAIR (107 REQUEST)		LO		\$ _____
1011AD	<u>1ST YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: O&A-PERIL & CRASH DAM. REPAIR		LO		\$ _____
1011AE	<u>1ST YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: PHASE IN		LO		\$ _____
1011AF	<u>1ST YEAR OPTION (BASE 0011AF) AIR FORCE</u> NOUN: CDRLS		LO		\$ _____ ** NSP **
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
1012	<u>1ST YEAR OPTION (BASE 0012)</u> NOUN: CDRLS SECURITY CLASS: Unclassified	1	LO		\$ _____ ** NSP **
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
1013	<u>1ST YEAR OPTION (BASE 0013)</u> NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																													
2001	<p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p> <p style="text-align: center;">(End of narrative A001)</p> <p><u>2ND YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;"></td> <td style="text-align: center;">Estimated</td> <td></td> <td style="text-align: center;">Estimated</td> <td style="text-align: center;">Total</td> </tr> <tr> <td></td> <td style="text-align: center;">Flying Hours</td> <td></td> <td style="text-align: center;">Cost Per FH</td> <td style="text-align: center;">Estimated</td> </tr> <tr> <td></td> <td style="text-align: center;">(FH)</td> <td></td> <td></td> <td style="text-align: center;">Cost</td> </tr> <tr> <td>OH-58A/C</td> <td style="text-align: center;">32,627</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>OH-58D</td> <td style="text-align: center;">25,866</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>UH-60A/EH-60A</td> <td style="text-align: center;">45,801</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>CH-47D</td> <td style="text-align: center;">15,329</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>TH-67</td> <td style="text-align: center;">71,066</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>AH-64D</td> <td style="text-align: center;">28,674</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS</p>		Estimated		Estimated	Total		Flying Hours		Cost Per FH	Estimated		(FH)			Cost	OH-58A/C	32,627		_____	_____	OH-58D	25,866		_____	_____	UH-60A/EH-60A	45,801		_____	_____	CH-47D	15,329		_____	_____	TH-67	71,066		_____	_____	AH-64D	28,674		_____	_____	1	LO		\$ _____
	Estimated		Estimated	Total																																														
	Flying Hours		Cost Per FH	Estimated																																														
	(FH)			Cost																																														
OH-58A/C	32,627		_____	_____																																														
OH-58D	25,866		_____	_____																																														
UH-60A/EH-60A	45,801		_____	_____																																														
CH-47D	15,329		_____	_____																																														
TH-67	71,066		_____	_____																																														
AH-64D	28,674		_____	_____																																														
2002	<p><u>2ND YR OPTION (BASE 0002)</u></p> <p>NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified</p> <p>For the purpose of this acquisition, local purchases are those procurements of material</p>	1	LO		\$ _____																																													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p> <p><u>2ND YEAR OPTION (BASE 0003)</u></p> <p>NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
2004	<p><u>2ND YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
2004AA	<p><u>ATTC REQUIREMENTS (2ND YEAR OPT)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
2004AB	<p><u>2ND YEAR OPTION (BASE 0004AB)</u></p> <p>NOUN: TRAVEL (NO FEE)</p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The proposed travel costs are in support of the ATTC requirement only. (End of narrative B001)				
2005	<u>2ND YEAR OPTION (BASE 0005)</u> NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified	1	LO		\$ _____
2006	<u>2ND YEAR OPTION (BASE 0006)</u> NOUN: BASE FEE SECURITY CLASS: Unclassified Not-to-exceed 3% (End of narrative B001)	1	LO		\$ _____
2007	<u>2ND YEAR OPTION (BASE 0007)</u> NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified Incentive Fee applies to all customers except the ATTC. (1) Performance (2) Cost Offerors can propose alternate incentive fee amounts. (End of narrative B001)	1	LO		\$ _____ \$4,500,000 \$4,500,000
2008	<u>2ND YEAR OPTION (BASE 0008)</u> NOUN: AWARD FEE SECURITY CLASS: Unclassified	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(Applies to all customers except for the ATTC)</p> <p>Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit</p> <p>(End of narrative B001)</p>				<p>\$350,000 Annually</p>
2009	<p><u>2ND YEAR OPTION (0009)</u></p> <p>NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified</p> <p>Evaluation Areas</p> <p>(1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management</p> <p>(End of narrative B001)</p>	1	LO		<p>\$_____</p> <p>\$350,000 Annually</p>
2010	<p><u>2ND YEAR OPTION (BASE 0010)</u></p> <p>NOUN: PHASE IN SECURITY CLASS: Unclassified</p>	1	LO		<p>\$_____</p>
2011	<p><u>2ND YEAR OPTION (BASE 0011)</u></p> <p>NOUN: AIR FORCE SECURITY CLASS: Unclassified</p> <p>Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred.</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Note: Second year of transition from 24 UH-1H to 24 UH-1H-II (Huey) at a rate of 8 UH-1H-IIs per year. See USAF PWS for flying hour break down.</p> <p>(End of narrative B002)</p>				
2011AA	<p><u>2ND YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p>		LO		\$ _____
	Aircraft	Estimated Flying Hours (FH)		Estimated Cost Per FH	Total Estimated Cost
		See Air Force PWS			
	UH-1H	_____		_____	_____
	UH-1H-II	_____		_____	_____
	(End of narrative B001)				
2011AB	<p><u>2ND YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II PARTS</p>		LO		\$ _____
2011AC	<p><u>2ND YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		LO		\$ _____
2011AD	<p><u>2ND YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		LO		\$ _____
2011AE	<p><u>2ND YEAR OPTION (BASE 0011) AIR FORCE</u></p>		LO		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011AF	NOUN: PHASE IN <u>2ND YEAR OPTION (BASE 0011AF) AIR FORCE</u> NOUN: CDRLS <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		LO		\$ _____ ** NSP **
2012	<u>2ND YEAR OPTION (BASE 0012)</u> NOUN: CDRLS SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	1	LO		\$ _____ ** NSP **
2013	<u>2ND YEAR OPTION (BASE 0013)</u> NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required. (End of narrative A001)	1	LO		\$ _____
3001	<u>3RD YEAR OPTION (BASE 0001)</u> NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN. Aircraft OH-58A/C OH-58D UH-60A/EH-60A UH-60M CH-47D TH-67 AH-64D (End of narrative B002)	Estimated Flying Hours (FH) 32,627 20,893 47,369 453 16,031 71,066 27,454		Estimated Cost Per FH _____ _____ _____ _____ _____ _____ _____	Total Estimated Cost _____ _____ _____ _____ _____ _____ _____
3002	<u>3RD YEAR OPTION (BASE 0002)</u> NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System. (End of narrative B001)	1	LO		\$ _____
3003	<u>3RD YEAR OPTION (BASE 0003)</u> NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award. (End of narrative B001)	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	<p><u>3RD YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
3004AA	<p><u>3RD YEAR OPTION (BASE 0004)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
3004AB	<p><u>3RD YEAR OPTION</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO		\$ _____
3005	<p><u>3RD YEAR OPTION (BASE 0005)</u></p> <p>NOUN: TH-67 AIRCRAFT REPAIR PARTS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____
3006	<p><u>3RD YEAR OPTION (BASE 0006)</u></p> <p>NOUN: BASE FEE SECURITY CLASS: Unclassified</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	(2) Phase Maintenance (3) Cost Management (End of narrative B002) <u>3RD YEAR OPTION (BASE 0010)</u>	1	LO		\$ _____
3011	NOUN: PHASE IN SECURITY CLASS: Unclassified <u>3RD YEAR OPTION (BASE 0011)</u>				
3011AA	NOUN: AIR FORCE SECURITY CLASS: Unclassified Note: Second year of transition from 24 UH-1H to 24 UH-1H-II (Huey) at a rate of 8 UH-1H-II's per year. See USAF PWS for flying hour break down. (End of narrative B002) <u>3RD YEAR OPTION (BASE 0011) AIR FORCE</u>		LO		\$ _____
3011AB	NOUN: UH-1H/UH-1H-II SERVICE Aircraft UH-1H UH-1H-II (End of narrative B001)	Estimated Flying Hours (FH) See Air Force PWS _____ _____		Estimated Cost Per FH _____ _____	Total Estimated Cost _____ _____
3011AB	<u>3RD YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: UH-1H/UH-1H-II PARTS		LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AC	<p><u>3RD YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		LO		\$ _____
3011AD	<p><u>3RD YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		LO		\$ _____
3011AE	<p><u>3RD YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: PHASE IN</p>		LO		\$ _____
3011AF	<p><u>3RD YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____ ** NSP **
3012	<p><u>3RD YEAR OPTION (BASE 0012)</u></p> <p>NOUN: CDRLS SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____ ** NSP **
3013	<p><u>3RD YEAR OPTION (BASE 0013)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																
4001	<p>(End of narrative A001)</p> <p><u>4TH YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p> <table border="0"> <tr> <td></td> <td>Estimated Flying Hours (FH)</td> <td>Estimated Cost Per FH</td> <td>Total Estimated Cost</td> </tr> <tr> <td>OH-58A/C</td> <td>32,627</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>OH-58D</td> <td>20,893</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>UH-60A/EH-60A</td> <td>47,369</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>UH-60M</td> <td>453</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>CH-47D</td> <td>16,031</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>TH-67</td> <td>71,066</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>AH-64D</td> <td>20,283</td> <td>_____</td> <td>_____</td> </tr> </table> <p>(End of narrative B002)</p>		Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost	OH-58A/C	32,627	_____	_____	OH-58D	20,893	_____	_____	UH-60A/EH-60A	47,369	_____	_____	UH-60M	453	_____	_____	CH-47D	16,031	_____	_____	TH-67	71,066	_____	_____	AH-64D	20,283	_____	_____				
	Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost																																		
OH-58A/C	32,627	_____	_____																																		
OH-58D	20,893	_____	_____																																		
UH-60A/EH-60A	47,369	_____	_____																																		
UH-60M	453	_____	_____																																		
CH-47D	16,031	_____	_____																																		
TH-67	71,066	_____	_____																																		
AH-64D	20,283	_____	_____																																		
4001AF	<p><u>4TH YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ ** NSP **																																
4002	<p><u>4TH YEAR OPTION (BASE 0002)</u></p> <p>NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified</p>	1	LO		\$ _____																																

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p>				
4003	<p><u>4TH YEAR OPTION (BASE 0003)</u></p> <p>NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
4004	<p><u>4TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
4004AA	<p><u>4TH YEAR OPTION</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
4004AB	<p><u>4TH YEAR OPTION</u></p>		LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TRAVEL (NO FEE) The proposed travel costs are in support of the ATTC requirement only. (End of narrative B001)				
4005	<u>4TH YEAR OPTION (BASE 0005)</u>	1	LO		\$ _____
	NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified				
4006	<u>4TH YEAR OPTION (BASE 0006)</u> NOUN: BASE FEE SECURITY CLASS: Unclassified Not-to-exceed 3% (End of narrative B001)	1	LO		\$ _____
4007	<u>4TH YEAR OPTION (BASE 0007)</u> NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified Incentive Fee applies to all customers except the ATTC. (1) Performance (2) Cost Offerors can propose alternate incentive fee amounts. (End of narrative B001)	1	LO		\$4,500,000 \$4,500,000
4008	<u>4TH YEAR OPTION (BASE 0008)</u>	1	LO		\$ _____

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: AWARD FEE SECURITY CLASS: Unclassified (Applies to all customers except for the ATTC) Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit (End of narrative B001)				\$350,000 Annually
4009	<u>4TH YEAR OPTION (0009)</u> NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified Evaluation Areas (1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management (End of narrative B001)	1	LO		\$ _____ \$350,000 Annually
4010	<u>4TH YEAR OPTION (BASE 0010)</u> NOUN: PHASE IN SECURITY CLASS: Unclassified	1	LO		\$ _____
4011	<u>4TH YEAR OPTION (BASE 0011)</u> NOUN: AIR FORCE SECURITY CLASS: Unclassified Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred. (End of narrative B001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AA	<p><u>4TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p> <p>Aircraft</p> <p>Estimated Flying Hours (FH) See Air Force PWS</p> <p>UH-1H</p> <p>UH-1H-II</p> <p>(End of narrative B001)</p>		LO		<p>\$ _____</p> <p>Total Estimated Cost</p> <p>_____</p> <p>_____</p>
4011AB	<p><u>4TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-1-II- PARTS</p>		LO		\$ _____
4011AC	<p><u>4TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		LO		\$ _____
4011AD	<p><u>4TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		LO		\$ _____
4011AE	<p><u>4TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: PHASE IN</p>				\$ _____
4011AF	<p><u>4TH YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p>		LO		\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>4TH YEAR OPTION (BASE 0012)</u></p> <p>NOUN: CDRLS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____ ** NSP **
4013	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>4TH YEAR OPTION (BASE 0013)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses seperately. However, it is not required.</p> <p>(End of narrative A001)</p>	1	LO		\$ _____
5001	<p><u>5TH YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p> <p>OH-58A/C</p>	1	LO		\$ _____
		Estimated Flying Hours (FH)		Estimated Cost Per FH	Total Estimated Cost
		32,627		_____	_____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OH-58D	20,893		_____	_____
	UH-60A/EH-60A	47,369		_____	_____
	UH-60M	453		_____	_____
	CH-47D	15,699		_____	_____
	CH-47F	332		_____	_____
	TH-67	71,066		_____	_____
	AH-64DR	27,454		_____	_____
	(End of narrative B002)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS				
5002	<u>5TH YR OPTION (BASE 0002)</u> NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System. (End of narrative B001)	1	LO		\$ _____
5003	<u>5TH YEAR OPTION (BASE 0003)</u> NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	<p>Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p> <p><u>5TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
5004AA	<p><u>5TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
5004AB	<p><u>5TH YEAR OPTION</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO		\$ _____
5005	<p><u>5TH YEAR OPTION (BASE 0005)</u></p> <p>NOUN: TH-67 REPAIR PART SECURITY CLASS: Unclassified</p>	1	LO		\$ _____
5006	<p><u>5TH YEAR OPTION (BASE 0006)</u></p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	<p>NOUN: BASE FEE SECURITY CLASS: Unclassified</p> <p>Not-to-exceed 3%</p> <p>(End of narrative B001)</p> <p><u>5TH YEAR OPTION (BASE 0007)</u></p>	1	LO		\$ _____
	<p>NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified</p> <p>Incentive Fee applies to all customers except the ATTC.</p> <p>(1) Performance</p> <p>(2) Cost</p> <p>Offerors can propose alternate incentive fee amounts.</p> <p>(End of narrative B001)</p>				<p>\$4,500,000</p> <p>\$4,500,000</p>
5008	<p><u>5TH YEAR OPTION (BASE 0008)</u></p> <p>NOUN: AWARD FEE SECURITY CLASS: Unclassified</p> <p>(Applies to all customers except for the ATTC) Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit</p> <p>(End of narrative B001)</p>	1	LO		<p>\$ _____</p> <p>\$350,000 Annually</p>
5009	<p><u>5TH YEAR OPTION (0009)</u></p> <p>NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified</p>	1	LO		<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Evaluation Areas (1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management (End of narrative B001)				\$350,000 Annually
5010	<u>5TH YEAR OPTION (BASE 0010)</u> NOUN: PHASE IN SECURITY CLASS: Unclassified	1	LO		\$ _____
5011	<u>5TH YEAR OPTION (BASE 0011)</u> NOUN: AIR FORCE SECURITY CLASS: Unclassified Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft maybe necessary because of continuing uncertainty regarding the date the aircraft will be transferred. (End of narrative B001)				
5011AA	<u>5TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: UH-1H/UH-1H-II SERVICE Aircraft UH-1H UH-1H-II (End of narrative B001)	Estimated Flying Hours (FH) See Air Force PWS _____ _____	LO	Estimated Cost Per FH _____ _____	\$ _____ Total Estimated Cost _____ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011AB	<u>5TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: UH-1H/UH-1H-II PARTS		LO		\$ _____
5011AC	<u>5TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: MAINT. & REPAIR (107 REQUEST)		LO		\$ _____
5011AD	<u>5TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: O&A-PERIL & CRASH DAM. REPAIR				\$ _____
5011AE	<u>5TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: PHASE IN		LO		\$ _____
5011AF	<u>5TH YEAR OPTION (BASE 0011AF) AIR FORCE</u> NOUN: CDRLS <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		LO		\$ _____ ** NSP **
5012	<u>5TH YEAR OPTION (BASE 0012)</u> NOUN: CDRLS SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	1	LO		\$ _____ ** NSP **
5013	<u>5TH YEAR OPTION (BASE 0013)</u>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
6001	<p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p> <p>(End of narrative A001)</p> <p><u>6TH YEAR OPTION (BASE 0001)</u></p>	1	LO		\$ _____																																				
	<p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p> <table border="0"> <tr> <td></td> <td>Estimated Flying Hours (FH)</td> <td>Estimated Cost Per FH</td> <td>Total Estimated Cost</td> </tr> <tr> <td>OH-58A/C</td> <td>32,627</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>OH-58D</td> <td>20,893</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>UH-60A/EH-60A</td> <td>47,369</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>UH-60M</td> <td>453</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>CH-47D</td> <td>15,699</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>CH-47F</td> <td>332</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>TH-67</td> <td>71,066</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>AH-64DR</td> <td>27,454</td> <td>_____</td> <td>_____</td> </tr> </table> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS</p>		Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost	OH-58A/C	32,627	_____	_____	OH-58D	20,893	_____	_____	UH-60A/EH-60A	47,369	_____	_____	UH-60M	453	_____	_____	CH-47D	15,699	_____	_____	CH-47F	332	_____	_____	TH-67	71,066	_____	_____	AH-64DR	27,454	_____	_____				
	Estimated Flying Hours (FH)	Estimated Cost Per FH	Total Estimated Cost																																						
OH-58A/C	32,627	_____	_____																																						
OH-58D	20,893	_____	_____																																						
UH-60A/EH-60A	47,369	_____	_____																																						
UH-60M	453	_____	_____																																						
CH-47D	15,699	_____	_____																																						
CH-47F	332	_____	_____																																						
TH-67	71,066	_____	_____																																						
AH-64DR	27,454	_____	_____																																						

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002	<p><u>6TH YEAR OPTION (BASE 0002)</u></p> <p>NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified</p> <p>For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
6003	<p><u>6TH YEAR OPTION (BASE 0003)</u></p> <p>NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
6004	<p><u>6TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
6004AA	<p><u>6TH YEAR OPTION (BASE 0004)</u></p>		LO		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6004AB	<p>NOUN: SERVICES</p> <p><u>6TH YEAR OPTION</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO		\$ _____
6005	<p><u>6TH YEAR OPTION (BASE 0005)</u></p> <p>NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____
6006	<p><u>6TH YEAR OPTION (BASE 0006)</u></p> <p>NOUN: BASE FEE SECURITY CLASS: Unclassified</p> <p>Not-to-exceed 3%</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
6007	<p><u>6TH YEAR OPTION (BASE 0007)</u></p> <p>NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified</p> <p>Incentive Fee applies to all customers except the ATTC.</p> <p>(1) Performance</p> <p>(2) Cost</p> <p>Offerors can propose alternate</p>	1	LO		<p>\$ _____</p> <p>\$4,500,000</p> <p>\$4,500,000</p>

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6008	incentive fee amounts. (End of narrative B001) <u>6TH YEAR OPTION (BASE 0008)</u> NOUN: AWARD FEE SECURITY CLASS: Unclassified (Applies to all cutomers except for the ATTC) Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit (End of narrative B001)	1	LO	\$ _____	\$350,000 Annually
6009	<u>6TH YEAR OPTION (0009)</u> NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified Evaluation Areas (1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management (End of narrative B001)	1	LO	\$ _____	\$350,000 Annually
6010	<u>6TH YEAR OPTION (BASE 0010)</u> NOUN: PHASE IN SECURITY CLASS: Unclassified	1	LO	\$ _____	
6011	<u>6TH YEAR OPTION (BASE 0011)</u> NOUN: AIR FORCE SECURITY CLASS: Unclassified Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6011AA	<p>the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred.</p> <p>(End of narrative B001)</p> <p><u>6TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p> <p>Aircraft</p> <p>UH-1H</p> <p>UH-1H-II</p> <p>(End of narrative B001)</p>	<p>Estimated Flying Hours (FH)</p> <p>See Air Force PWS</p> <p>_____</p> <p>_____</p>	<p>LO</p>	<p>Estimated Cost Per FH</p> <p>_____</p> <p>_____</p>	<p>Total Estimated Cost</p> <p>\$ _____</p>
6011AB	<p><u>6TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II PARTS</p>		<p>LO</p>		<p>\$ _____</p>
6011AC	<p><u>6TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		<p>LO</p>		<p>\$ _____</p>
6011AD	<p><u>6TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		<p>LO</p>		<p>\$ _____</p>
6011AE	<p><u>6TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: PHASE IN</p>		<p>LO</p>		<p>\$ _____</p>

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6011AF	<p><u>6TH YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ <u> </u> ** NSP **
6012	<p><u>6TH YEAR OPTION (BASE 0012)</u></p> <p>NOUN: CDRLS SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ <u> </u> ** NSP **
6013	<p><u>6TH YEAR OPTION (BASE 0013)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p> <p>(End of narrative A001)</p>	1	LO		\$ <u> </u>
7001	<p><u>7TH YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p>	1	LO		\$ <u> </u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The support required for ATTC is shown as a separate CLIN. Aircraft OH-58A/C OH-58D AH-60A/EH-60A UH-60M CH-47D CH-47F TH-67 AH-64DR (End of narrative B002)	Estimated Flying Hours (FH) 32,627 20,893 47,369 453 15,699 332 71,066 27,454		Estimated Cost Per FH _____ _____ _____ _____ _____ _____ _____	Total Estimated Cost _____ _____ _____ _____ _____ _____ _____
7002	<p><u>7TH YR OPTION (BASE 0002)</u></p> <p>NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified</p> <p>For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
7003	<p><u>7TH YEAR OPTION (BASE 0003)</u></p> <p>NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7004	<p><u>7TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
7004AA	<p><u>7TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
7004AB	<p><u>7TH YEAR OPTION</u></p> <p>NOUN: TRAVEL (NO FEE)</p> <p>The proposed travel costs are in support of the ATTC requirement only.</p> <p>(End of narrative B001)</p>		LO		\$ _____
7005	<p><u>7TH YEAR OPTION (BASE 0005)</u></p> <p>NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____
7006	<p><u>7TH YEAR OPTION (BASE 0006)</u></p> <p>NOUN: BASE FEE SECURITY CLASS: Unclassified</p>	1	LO		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7011AC	NOUN: UH-1H/UH-1H-II PARTS <u>7TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: MAINT. & REPAIR (107 REQUEST)		LO		\$ _____
7011AD	<u>7TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: O&A-PERIL & CRASH DAM. REPAIR		LO		\$ _____
7011AE	<u>7TH YEAR OPTION (BASE 0011) AIR FORCE</u> NOUN: PHASE IN		LO		\$ _____
7011AF	<u>7TH YEAR OPTION (BASE 0011AF) AIR FORCE</u> NOUN: CDRLS <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		LO		\$ _____ ** NSP **
7012	<u>7TH YEAR OPTION (BASE 0012)</u> NOUN: CDRLS SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	1	LO		\$ _____ ** NSP **
7013	<u>7TH YEAR OPTION (BASE 0013)</u> NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified Offeror may propose corporate general and	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																
8001	<p>administrative (G&A) expenses separately. However, it is not required.</p> <p>(End of narrative A001)</p> <p><u>8TH YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p> <p>Aircraft</p> <table border="0"> <tr> <td>OH-58A/C</td> <td>32,627</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>OH-58D</td> <td>20,893</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>UH-60A/EH-60A</td> <td>47,369</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>UH-60M</td> <td>453</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CH-47D</td> <td>15,699</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CH-47F</td> <td>332</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TH-67</td> <td>71,066</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AH-64DR</td> <td>27,454</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS</p>	OH-58A/C	32,627					OH-58D	20,893					UH-60A/EH-60A	47,369					UH-60M	453					CH-47D	15,699					CH-47F	332					TH-67	71,066					AH-64DR	27,454					1	LO		\$ _____
OH-58A/C	32,627																																																				
OH-58D	20,893																																																				
UH-60A/EH-60A	47,369																																																				
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8002	<p><u>8TH YR OPTION (BASE 0002)</u></p> <p>NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified</p>	1	LO		\$ _____																																																

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8003	<p>For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System.</p> <p>(End of narrative B001)</p> <p><u>8TH YEAR OPTION (BASE 0003)</u></p> <p>NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified</p> <p>Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
8004	<p><u>8TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics, engineering and support to the aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required.</p> <p>(End of narrative B001)</p>				
8004AA	<p><u>8TH YEAR OPTION (BASE 0004)</u></p> <p>NOUN: SERVICES</p>		LO		\$ _____
8004AB	<p><u>8TH YEAR OPTION</u></p> <p>NOUN: TRAVEL (NO FEE)</p>		LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The proposed travel costs are in support of the ATTC requirement only. (End of narrative B001)				
8005	<u>8TH YEAR OPTION (BASE 0005)</u> NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified	1	LO		\$ _____
8006	<u>8TH YEAR OPTION (BASE 0006)</u> NOUN: BASE FEE SECURITY CLASS: Unclassified Not-to-exceed 3% (End of narrative B001)	1	LO		\$ _____
8007	<u>8TH YEAR OPTION (BASE 0007)</u> NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified Incentive Fee applies to all customers except the ATTC. (1) Performance (2) Cost Offerors can propose alternate incentive fee amounts. (End of narrative B001)	1	LO		\$ _____ \$4,500,000 \$4,500,000
8008	<u>8TH YEAR OPTION (BASE 0008)</u> NOUN: AWARD FEE	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified (Applies to all customers except for the ATTC) Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit (End of narrative B001)				\$350,000 Annually
8009	<u>8TH YEAR OPTION (0009)</u> NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified Evaluation Areas (1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management (End of narrative B001)	1	LO		\$ _____ \$350,000 Annually
8010	<u>8TH YEAR OPTION (BASE 0010)</u> NOUN: PHASE IN SECURITY CLASS: Unclassified	1	LO		\$ _____
8011	<u>8TH YEAR OPTION (BASE 0011)</u> NOUN: AIR FORCE SECURITY CLASS: Unclassified Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred. (End of narrative B001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8011AA	<p><u>8TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p> <p>Aircraft</p> <p>Estimated Flying Hours (FH) See Air Force PWS</p> <p>UH-1H</p> <p>UH-1H-II</p> <p>(End of narrative B001)</p>		LO		<p>\$ _____</p> <p>Total Estimated Cost</p> <p>_____</p> <p>_____</p>
8011AB	<p><u>8TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II PARTS</p>		LO		\$ _____
8011AC	<p><u>8TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		LO		\$ _____
8011AD	<p><u>8TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		LO		\$ _____
8011AE	<p><u>8TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: PHASE IN</p>		LO		\$ _____
8011AF	<p><u>8TH YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p>		LO		\$ _____ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8012	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>8TH YEAR OPTION (BASE 0012)</u></p> <p>NOUN: CDRLS SECURITY CLASS: Unclassified</p>	1	LO		\$ _____ ** NSP **
8013	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>8TH YEAR OPTION (BASE 0013)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p> <p>(End of narrative A001)</p>	1	LO		\$ _____
9001	<p><u>9TH YEAR OPTION (BASE 0001)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>The contractor shall provide maintenance, logistics and related services to the aircraft assigned to the US Army Aviation and Missile Command (AMCOM), US Army Aeromedical Research Laboratory and other tenant and satellite units IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. The support required for ATTC is shown as a separate CLIN.</p>	1	LO		\$ _____
	<p>Aircraft</p> <p>OH-58A/C OH-58D</p>	<p>Estimated Flying Hours (FH)</p> <p>32,627 20,893</p>		<p>Estimated Cost Per FH</p> <p>_____ _____</p>	<p>Total Estimated Cost</p> <p>_____ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UH-60A/EH-60A	47,369		_____	_____
	UH-60M	453		_____	_____
	CH-47D	15,699		_____	_____
	CH-47F	332		_____	_____
	TH-67	71,066		_____	_____
	AH-64DR	27,454		_____	_____
	(End of narrative B002)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACH 1/PWS				
9002	<u>9TH YR OPTION (BASE 0002)</u> NOUN: LOCAL PURCHASES SECURITY CLASS: Unclassified For the purpose of this acquisition, local purchases are those procurements of material that would normally be Government Furnished required as a result of non-availability of material through the DOD Supply System. (End of narrative B001)	1	LO		\$ _____
9003	<u>9TH YEAR OPTION (BASE 0003)</u> NOUN: OVER AND ABOVE SERVICES SECURITY CLASS: Unclassified Includes but not limited to: (1) National Maintenance Program Requirements, (2) Depot Level Maintenance approved after date of contract award. (End of narrative B001)	1	LO		\$ _____
9004	<u>9TH YEAR OPTION (BASE 0004)</u> NOUN: ATTC REQUIREMENTS SECURITY CLASS: Unclassified The contractor shall provide maintenance, logistics, engineering and support to the				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	aircraft assigned to the Aviation Technical Test Center (ATTC), IAW with the PWS. All work will be performed in government furnish facilities at Fort Rucker, Alabama and other locations as required. (End of narrative B001)				
9004AA	<u>9TH YEAR OPTION (BASE 0004)</u> NOUN: SERVICES		LO		\$ _____
9004AB	<u>9TH YEAR OPTION</u> NOUN: TRAVEL (NO FEE) The proposed travel costs are in support of the ATTC requirement only. (End of narrative B001)		LO		\$ _____
9005	<u>9TH YEAR OPTION (BASE 0005)</u> NOUN: TH-67 REPAIR PARTS SECURITY CLASS: Unclassified	1	LO		\$ _____
9006	<u>9TH YEAR OPTION (BASE 0006)</u> NOUN: BASE FEE SECURITY CLASS: Unclassified Not-to-exceed 3% (End of narrative B001)	1	LO		\$ _____
9007	<u>9TH YEAR OPTION (BASE 0007)</u>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: INCENTIVE FEE SECURITY CLASS: Unclassified Incentive Fee applies to all customers except the ATTC. (1) Performance (2) Cost Offerors can propose alternate incentive fee amounts. (End of narrative B001)				\$4,500,000 \$4,500,000
9008	<u>9TH YEAR OPTION (BASE 0008)</u> NOUN: AWARD FEE SECURITY CLASS: Unclassified (Applies to all cutomers except for the ATTC) Quality Assurance Evaluator Surveillance Plan (QAESP)/Productivity Audit (End of narrative B001)	1	LO		\$ _____ \$350,000 Annually
9009	<u>9TH YEAR OPTION (0009)</u> NOUN: ATTC AWARD FEE SECURITY CLASS: Unclassified Evaluation Areas (1) Quality Assurance Evaluator Surveillance Plan/Productivity Audit (2) Phase Maintenance (3) Cost Management (End of narrative B001)	1	LO		\$ _____ \$350,000 Annually
9010	<u>9TH YEAR OPTION (BASE 0010)</u> NOUN: PHASE IN SECURITY CLASS: Unclassified	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9011	<p><u>9TH YEAR OPTION (BASE 0011)</u></p> <p>NOUN: AIR FORCE SECURITY CLASS: Unclassified</p> <p>Currently, the Army projects that the UH-1 Aircraft will be retired in FY 04. Forty of the helicopters will be transferred to the Air Force at that time; 24 flyable aircraft and 16 non flyable aircraft to be used for harvesting parts. Use of an option for support of those aircraft is necessary because of continuing uncertainty regarding the date the aircraft will be transferred.</p> <p>(End of narrative B001)</p>				
9011AA	<p><u>9TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H/UH-1H-II SERVICE</p> <p>Aircraft</p> <p>UH-1H</p> <p>UH-1H-II</p> <p>(End of narrative B001)</p>	<p>Estimated Flying Hours (FH) See Air Force PWS</p> <p>_____</p> <p>_____</p>	<p>LO</p>	<p>Estimated Cost Per FH</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>Total Estimated Cost</p> <p>_____</p> <p>_____</p>
9011AB	<p><u>9TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: UH-1H PARTS/UH-1H-II</p>		<p>LO</p>		<p>\$ _____</p>
9011AC	<p><u>9TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: MAINT. & REPAIR (107 REQUEST)</p>		<p>LO</p>		<p>\$ _____</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAH23-03-R-0211 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9011AD	<p><u>9TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: O&A-PERIL & CRASH DAM. REPAIR</p>		LO		\$ _____
9011AE	<p><u>9TH YEAR OPTION (BASE 0011) AIR FORCE</u></p> <p>NOUN: PHASE IN</p>		LO		\$ _____
9011AF	<p><u>9TH YEAR OPTION (BASE 0011AF) AIR FORCE</u></p> <p>NOUN: CDRLS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		\$ _____ ** NSP **
9012	<p><u>9TH YEAR OPTION (BASE 0012)</u></p> <p>NOUN: CDRLS SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____ ** NSP **
9013	<p><u>9TH YEAR OPTION (BASE 0013)</u></p> <p>NOUN: FLEET SUPPORT MAINTENANCE SER SECURITY CLASS: Unclassified</p> <p>Offeror may propose corporate general and administrative (G&A) expenses separately. However, it is not required.</p> <p>(End of narrative A001)</p>	1	LO		\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.209-4011	FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 (USAAMCOM)	JUL/2002

QE-STD-1
REVISION D
1 OCT 96

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
NEW MANUFACTURE
QE-STD-1

	Paragraph
Purpose-----	1.0
Scope-----	2.0
References-----	3.0
Definitions-----	4.0
Policy-----	5.0
Requirements-----	6.0
Manufacturing Planning-----	6.1
Plan Content-----	6.1.1
Frozen Planning Requirements-----	6.1.2
Changes to Frozen Planning-----	6.1.3
Audits-----	6.2
Critical Characteristics-----	6.3
Inspection of Critical Characteristics-----	6.3.1
Variability Reduction Methods-----	6.3.2
NonConforming Critical Characteristics-----	6.3.3
Contradictory Critical Characteristics-----	6.3.4
Delivered Nonconformances-----	6.3.5
Records-----	6.4
Traceability of Records-----	6.4.1
Purchasing Records-----	6.4.2
Retention of Records-----	6.4.3
Certification of Personnel-----	6.5
Tolerance of Measurement & Test Equipment---	6.6
Serialization-----	6.7

1.0 PURPOSE: To establish the minimum level of activity that is required to manufacture Flight Safety Parts (FSPs) containing Manufacturing Critical Characteristics (CCs). Requirements established herein are intended to establish and maintain the integrity of CCs throughout the manufacturing process.

2.0 SCOPE: This document is to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSPs.

3.0 REFERENCES:

- a. ANSI/ASQC B1,B2,B3-1996
- b. ISO 10012-1
- c. Competition Advocate's Shopping List (CASL)
- d. AMCOM Regulation 702-7 Flight Safety Critical Aircraft Parts/New Source Testing Program Management

4.0 DEFINITIONS:

a. FSP (Airframe): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

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b. FSP (Engine): Any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

5.0 POLICY: AMCOM will only procure Flight Safety Parts from approved sources. So as to maintain the integrity and quality of these critical spare parts, manufacturers of FSPs, components, sub-assemblies, and assemblies are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (paras. 6.1 - 6.7) shall be complied with by a contractor receiving a contract to produce FSPs. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work.

6.1 MANUFACTURING PLANNING:

6.1.1 PLAN CONTENT: All manufacturing, assembly, and inspection points shall be controlled by detailed procedures outlining each step or parameter of the process along with any materials, tooling, equipment, environmental control, and operator certification required that leads to the specific production of an end item. Plans shall clearly identify all CCs and will include identification, in accordance with contractor procedures, as to its particular revision. All process plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified by subsequent inspection shall clearly define process operating parameters with tolerances.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing manufacturing planning. Review and control of these plans will be the responsibility of the Contractor's Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts manufactured utilizing these plans shall meet all contractual requirements. Plans developed for FSPs shall be frozen when:

a. In the case of FSPs not requiring engineering testing, under the first production contract for the FSP at such time a successful First Article Test is completed, or at the start of production if FAT is not required.

b. In the case of FSPs requiring engineering test, at the time articles are manufactured which successfully meet the engineering test requirements.

Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for the item unless changes to the planning are made in accordance with this standard.

6.1.3 CHANGES TO FROZEN PLANNING: The portion of the frozen manufacturing plan pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM, and receipt of approval by the Procurement Contracting Officer (PCO). Changes not affecting critical characteristics or occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), require CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM. When the item, CC, or process is produced by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each production contract, annually, and when process changes occur. It is incumbent upon the prime contractor to assure that subcontractors accomplish self-audits, and the prime shall maintain records verifying that their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor. Critical characteristics which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All inspection records shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the inspection records in such a manner as to draw attention to them. Inspection records shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

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6.3.2 VARIABILITY REDUCTION METHODS: Once the program demonstrates that the critical processes are statistically in control, stable, and capable, the contractor may submit to the PCO for approval its documentation with a request to implement a Statistical Process Control (SPC) program in lieu of 100 percent inspection. This approval authority may be delegated to the Defense Contract Management Agency (DCMA) by the PCO in which case AMCOM will be informed of any approval or suspension of SPC. At the Government's discretion, 100 percent inspection may be reinstated if the process controls prove inadequate.

6.3.3 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor action, rework to print is acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers or deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.4 CONTRADICTORY CRITICAL CHARACTERISTICS: Contradictions between the AMCOM FSP Spares Technical Data Package (STDP) list of critical characteristics and the drawing/specifications shall not be resolved by the order of precedence paragraph in the STDP. The contractor shall notify the PCO immediately and any work pertaining to the critical characteristic in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.5 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered nonconformances that may exist in previously delivered FSPs. Notification is required whether or not the characteristic in question has been classified as a critical characteristic. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers or lot numbers, when applicable.

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSPs shall be traceable to the date and place of production. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly, and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this document for compliance. All documents and referenced data for FSPs shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of at least five years after the contractor ceases to manufacture the part for which this standard applies. At the end of this period, or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 TOLERANCE OF MEASURING & TEST EQUIPMENT (M&TE): M&TE used to inspect FSPs must be discriminate to within ten percent of the total tolerance spread for the feature being inspected except as follows: for total tolerance spreads of less than .001, M&TE must be discriminate to twenty percent of the spread.

6.7 SERIALIZATION: All FSPs require individual serialization or identification by lot number for traceability. The contractor shall request either approval of or assignment of a block of serial numbers (S/Ns) by AMCOM. Serialization shall occur so that any individualized inspection/process that involves a critical characteristic is traceable to a specific S/N. All S/Ns approved for issue or provided by AMCOM shall be accounted for; this includes material scrapped during manufacturing. Serial numbers used in this program shall not be used on any other part manufactured by that contractor. Reporting of the S/Ns to the PCO shall be in accordance with contractual requirements.

C-2 SCOPE

The contractor, as in independent contractor and not as an agent or employee of the Government, shall furnish to the Government all personnel, management, material, parts, supplies, transportation, and equipment, except as provided herein as Government furnished required to accomplished the work efforts as set forth in Attachment A, Performance Work Statement (PWS).

C-3 REPORTS

A. Submission of reports shall be as specified in exhibit A, Contract Data Requirements List (DD Form 1423). The contracting officer may effect changes in the distribution shown on the DD Form 1423 by additions or deletions thereto, unilaterally. Unless otherwise directed, all reports shall be submitted in electronic format that is readable on personal computers utilizing standard business class

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software (e.g., Microsoft Office 2000 Suite of Software), as specified by the Government.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246- 5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989)--ALTERNATE I	APR/1984

F-2 PERIOD OF PERFORMANCE

The contract period for any contract awarded from this Request for Proposal is 01 October 2003 or date of award, whichever is later, through 36 months, September 30, 2006, including options. The proposed contract will provide for up to seven additional options through fiscal year 2013 which must be earned by the contractor's performance.

Effort under this contract shall be performed within the following periods: (See provision H-2 for option exercise periods)

CONTRACT

<u>YEAR</u>		<u>FROM</u>	<u>THRU</u>
1	Base	1 Oct 2003	30 Sep 2004
2	Option	1 Oct 2004	30 Sep 2005
3	Option	1 Oct 2005	30 Sep 2006

Option Years To Be Earned

4	Option	1 Oct 2006	30 Sep 2007
5	Option	1 Oct 2007	30 Sep 2008
6	Option	1 Oct 2008	30 Sep 2009
7	Option	1 Oct 2009	30 Sep 2010
8	Option	1 Oct 2010	30 Sep 2011
9	Option	1 Oct 2011	30 Sep 2012
10	Option	1 Oct 2012	30 Sep 2013

F-3 PLACE OF PERFORMANCE

The principal place of performance for services shall be Fort Rucker, Alabama and/other locations specified within the Performance Work Statement or as directed by the Contracting Officer.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	MAR/2001

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the Purchase Request Order number when cited in the contract.

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSAM-AC-LM
Redstone Arsenal, AL 35898-5000

G-2 52.245-4006	DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM)	OCT/1992
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(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

(1) Mailing address (including 9 digit zip code):

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code
where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

G-3 PROPERTY ADMINISTRATOR

The Contracting Officer will designate a single Property Administrator with duties as prescribed in FAR Section 45.5. The said Property Administrator will have authority to take certain actions as specifically provided and within the limitations prescribed in the designation (a copy will be furnished to the contractor). In no event will the Property Administrator, by virtue of his designation as such, be empowered to execute or agree to any contract or modification thereof. The Contracting Officer will retain the ultimate responsibility for the administration of the contract, and discrepancy resulting from coordination with or advisement from the Property Administrator shall be addressed, in writing to the Contraction Officer.

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*** END OF NARRATIVE G 002 ***

G-4 VOUCHER SUPPORT DOCUMENTATION

All vouchers submitted for payment under this contract shall include sufficient documentation to support all labor, travel, and other direct costs billed. This documentation shall be submitted to the Contracting Officer's Representative for the purposes of assuring (1) that the work, supplies or services billed were received, and (2) that the amounts billed are reasonable expenditures for performance of the billed effort.

G-5 INVOICE ROUTING

A. All documents submitted for payment shall reference the accounting and appropriation data set forth in the applicable CLIN/SLIN. All vouchers must be reviewed by the Contracting Officer's Representative prior to submission through DCAA to the paying office. Invoices shall be submitted in electronic format (CD-ROM) that is readable on personal computers utilizing standard business class software (e.g., Microsoft Office 2000 Suite of Software) as specified by the Government. The final invoice for each CLIN, as applicable, shall go through the Administrative Contracting Officer (ACO) for approval.

B. Submit invoices through:

1. Contracting Officer's Representative - *

2. DCAA - *

C. Submit invoices to:

Payment Office - *

*TO BE COMPLETED BY THE GOVERNMENT AT TIME OF AWARD.

G-6 CONTRACT ADMINISTRATION

Administrative Contracting Officer (ACO) functions for this contract are retained by the U.S. Army Aviation and Missile Command. All correspondence of an administrative nature should be forwarded to U.S. Army Aviation and Missile Command, ATTN: AMSAM-AC-LM, Redstone Arsenal, AL 35898.

*** END OF NARRATIVE G 003 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.248-4000	SUBMITTAL OF VALUE ENGINEERING CHANGE PROPOSALS (VECPs) (USAAMCOM)	OCT/2000

VECPs shall be prepared in accordance with FAR 52.248-1. Submit 25 copies of the VECP to the Contracting Officer. Also submit an information copy to the Value Engineering Office: Commander, U.S. Army Aviation and Missile Command (USAAMCOM), ATTN: AMSAM-RD-SE-IO-VE, Redstone Arsenal, AL 35898-5000. Questions concerning AMCOM's Value Engineering (VE) Program should be directed to the above address, or contact the VE Program Manager at (256) 876-3776.

(End of clause)

H-2 IMPROVEMENTS TO BUILDINGS OR LAND OWNED BY THE GOVERNMENT

The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings or other real property without advance written approval of the Contracting Officer. Fixed improvements or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property, after competition, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

H-3 CONTINGENCY PLANS AND MOBILIZATION.

(a) The "Changes" clause of the contract may be used in the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance. If either event occurs, the Contractor will be expected to promptly take whatever measures are needed in accordance with the Contractor's mobilization plan to meet the mobilization requirements contained in this contract or any new demands placed upon the existing contract. Such demands may require increases in Contractor furnished property, as well as extended work hours and expansion of the contract workforce.

(b) The Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and shall be prepared to rapidly expand its contract capabilities, to insure that Government operations which depend upon the contract's services and supplies can proceed with no or only minimal disruption.

H-4 ENVIRONMENTAL COMPLIANCE

1. The contractor shall comply with the requirements of pertinent sections of the Clean Air Act (CAA) (42 U.S.C. 7414, as implemented by the Code of Federal Regulations {CFR}) and pertinent sections of the Clean Water Act (CWA) (33 U.S.C. 1318, as implemented by the CFR), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the CAA and section 308 of the CWA, and all regulations and guidelines issued to implement those acts before the award of this contract. The contractor shall insert the substance of this clause into any nonexempt subcontract.

(a) The contractor agrees to perform all aspects of the statement of work consistent with existing Federal, state, and local environmental statutes and regulations, including Department of Defense and Department of the Army regulations or directives, and any relevant changes thereto. The contractor acknowledges its affirmative duty to be aware of changes to relevant and applicable environmental statutes and regulations and the duty to bring to the attention of the contracting officer any changes necessary to assure complete environmental compliance regarding the mission described in the statement of work for this contract. Complete compliance with Federal, state and local environmental statutes and regulations as directed by the contracting officer shall be deemed to be a critical element of this contract.

(b) The contractor agrees to indemnify the Government for any environmental fine, penalty, or assessment that is brought against the Government as the direct or indirect result of the contractor's acts or omissions relating to this contract, whether incurred during the contract period or thereafter. The contractor agrees to immediately notify the contracting officer and his authorized representative for environmental matters if regulators identify issues subject to potential enforcement procedures. Said notice shall include an offer to allow the contracting officer or his representative to participate in or observe any and all communications and negotiations.

{c} The contractor agrees to provide at any time any of its personnel who, in the opinion of the contracting Officer are necessary to assist the Government in the defense of any environmental fine, penalty assessment, sanction, notice of violation or other civil action associated with the statement of work. The contractor's cooperation in these actions shall be considered to be

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effort performed within the coverage of the contract statement of work. However such does not authorize any cost to be a direct charge to the contract that would otherwise be an indirect charge under the contractor's approved accounting system. It is further agreed that absent a conflict of interest between the contractor and the Government, the Government shall control all aspects of the defense of any civil case, or regulatory hearing involving work performed under this contact which may become the subject of environmental regulatory action. A "civil case" shall include, but not necessarily be limited to the challenging of any fine, penalty, assessment, sanction, request for injunctive relief, or any court action requesting damages.

(d) Notwithstanding any other provision of the contract, the contractor's failure to perform the contract performance work statement consistent with applicable Federal, state or local environmental laws or regulations shall serve as a complete and independent basis for default termination. Contractor indemnification of the Government shall not constitute an election of remedies that in any way waives or otherwise compromises the Governments rights with regard to default termination.

2. The contractor's environmental staff shall coordinate with and cooperate with the Installation and higher headquarters environmental management and compliance personnel to insure strict compliance with all Federal, state, and local laws and regulations and all Army and installation regulations and policies concerning environmental protection and compliance. The contractor shall actively and continuously monitor all operations performed under this contract to ensure such compliance.

H-5 MARKING OF VEHICLES AND EQUIPMENT

Corporate markings are not permitted on Marking of Government Furnished Equipment.

H-6 REQUIRED INSURANCE

The types of insurance listed below, with the minimum amounts of liability indicated, are required in the performance of this contract. An approved program of self-insurance, as provided in FAR Part 28.308, may be substituted for any of the types of insurance ordinarily required. Proof of policy coverage shall be provided to the PCO before commencing work under the contract in accordance with FAR 52.228-5, "Insurance - Work on a Government Installation."

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE - Compliance with applicable worker's compensation and occupational diseases statutes is required. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational disease is required under the employer's liability section of the insurance policy; however, such additional insurance is not required where contract operations are commingled with the Contractor's commercial operations so that it would be impracticable to require such coverage. Employer's liability coverage in the minimum amount of \$100,000 shall be required except in states with exclusive or monopolistic funds that do not permit the writing of workmen's compensation by private insurance carriers.

GENERAL LIABILITY INSURANCE - Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence is required on the comprehensive form of policy; however, property damage liability insurance is not required.

AUTOMOBILE LIABILITY INSURANCE - This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

AIRCRAFT PUBLIC AND PASSENGER LIABILITY - At least \$200,000 per person and \$500,000 per occurrence for bodily injury other than Passenger Liability, and \$200,000 per occurrence for property damage. Passenger Liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H-7 LABOR STATISTICS

The Contractor shall report, and shall by agreement require his subcontracts to report, as such times, in such manner, and covering such matters as the Contracting Officer may direct, such labor statistics, applicable only to the services performed under this contract at the site of the services, as may be required for transmittal to the Department of Labor.

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H-8 NOTICE OF COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

In addition to the clause entitled "Notice to the Government of Labor Disputes" within Section I, the Contractor shall notify the Contracting Officer thirty days prior to commencement of any collective bargaining agreement negotiations. The Contractor agrees to provide the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.

H-9 CONTRACTOR ORGANIZATION OF WORK

(a) The Contractor shall submit, to the Contracting Officer for review, all operating schedules, plans, procedures, and policies specified in the PWS. Submission shall be made prior to contract start date unless specified otherwise in the PWS, and implementation shall be on contract start date. The Contractor shall abide by the schedule, plans, policies, and procedures as reviewed. Any deviation shall be submitted to the Contracting Officer for review 30 days prior to the proposed implementation date.

(b) Access Rosters. Not later than 15 days prior to contract start date; the Contractor shall provide to the Contracting Officer a roster of all key personnel. The roster shall include each employee's full name, identification card number, branch or section, and security clearance. Changes to rosters shall be provided to the Contracting Officer five workdays prior to a change of personnel.

(c) Organization Chart with Building and Telephone Numbers. Not later than 10 calendar days prior to the contract start date; the Contractor shall provide to the Contracting Officer an organizational chart depicting the structure of his operation. The organizational chart shall indicate the building number and the telephone numbers of each branch, section, or shop. As changes are made to the organizational chart, the Contractor shall furnish updated/new charts to the Contracting Officer within two workdays.

H-10 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR, AND CONTRACTOR PERSONNEL

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are nonpersonal services, and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor or between the Government and the Contractor's personnel. The Contractor personnel shall be responsible solely to the Contractor who, in turn, shall be accountable to the Government.

(b) The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal office, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration, or control over DA military or civilian personnel, or personnel of other prime contractors, or become an integrated part of the Government organization in connection with performance under this contract. Contractor personnel shall not be used in administration or supervision of military procurement activities.

(c) Rules, regulations, directive, and requirements which are issued during the contract term by DA Military Command Authorities, under their responsibility for law and order, administration, and security on the installation, shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a nonpersonal services contract. Contractor personnel or representatives shall be subject to such checks as may be necessary to assure that their presence on the installation does not violate these requirements. No employee shall be permitted on the installation when such a check reveals that the employee's presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breach of security in connection with his or her employment. Under such circumstances, replacement cost shall be a Contractor expense and not reimbursable by the Government.

(d) Upon completion of their assigned shifts, Contractor employees shall depart the work area and shall not loiter elsewhere on the military installation.

(e) Contractor and Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded Federal employees.

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H-11 ORGANIZATIONAL CONFLICT OF INTEREST

A. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract is of such a nature that it may create potential organizational conflicts of interest such as are contemplated by subpart 9.5 of the Federal Acquisition Regulation. It is the intention of the parties that the contractor will not engage in any contractual activities which could cause a conflict of interest with its position under this contract which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this contract.

B. The contractor shall be ineligible to participate, in any capacity as a prime contractor, subcontractor at any tier, or consultant to a prime contractor, in Government contracts, subcontracts, or proposals therefore (solicited or unsolicited) which result directly from the contractor's performance of work under this contract.

C. Except as approved by the Contracting Officer, if the contractor prepares, directly contributes to, or participates in the preparation of any complete or partially complete statement of work, specification, or cost estimate to be used in an acquisition, the contractor shall be ineligible to perform or participate in any capacity as a prime contractor or subcontractor at any tier or as a consultant in any Government contractual effort which is based on such statement of work, specification, or cost estimate. For any potential conflicts or interest that arise, the contractor shall notify the Contracting Officer in writing and shall identify the nature of the potential conflict.

D. The contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the contract, to protect all proprietary information from unauthorized disclosure or use as long as it remains proprietary, to furnish the contracting officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it was furnished. The contractor agrees that any data furnished by the Government to the contractor shall be used only for performance under this contract, and all copies of such data shall be returned to the Government upon completion of this effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Further, the contractor agrees not to reveal to third parties any data generated and/or reported to the Government in the performance of this effort. These restrictions are not limitations on its use or availability to the U.S. Government or contractor from other sources without restriction.

E. For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries divisions, and affiliates, any joint venture involving the contractor, or any entity which the contractor or any successor or assignee of the contractor uses as a prime contractor, subcontractor, or consultant to either the prime contractor or subcontractor under this contract.

F. Furthermore, the parties agree that the prime contractor shall ensure that this clause (Organizational Conflict Of Interest) is included in all subcontracts (changing identities of the parties as appropriate), at any level. Subcontractors shall certify that they have no conflict of interest for the work that they will perform prior to receiving a subcontract.

H-12 MINIMUM SMALL BUSINESS PARTICIPATION REQUIREMENTS

A. In performance of this contract, the contractor shall ensure that a minimum of 23% of the total obligated value is performed by small business concerns. Within this total small business requirement, the following participation levels shall be met:

Small-Disadvantaged Business	10%
Hubzone Small Business	1%
Service Veteran-Owned and service-dis- able veteran-owned and controlled small business concerns	1%

This measurement applies to Small Business, however, measurement of participation shall include effort at the prime and subcontracting level.

B. Actual participation data (i.e., total small business participation amount and actual amounts per the subcategories set forth in paragraph a above) shall be submitted in writing to the Contracting Officer semi-annually from the date of contract award. If, at any time during contract performance, the Contracting Officer determines that small business participation levels are not being maintained at the above minimum requirements, the contractor shall be required to submit a plan for reallocating resources in a manner that will ensure the minimum requirements will be met. The reallocation plan shall be submitted not later than 15 days after notice from the contracting officer and implementation shall begin within 20 days thereafter.

C. Small Business participation for purposes of this provision shall include participation at the prime contract as well as subcontract level.

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H-13 AWARD FEE TERM AND RECOGNITION

The Government may increase the services called for herein if it has been determined that contractor has successfully earned an additional option year at the end of each fiscal year beginning with FY05. At the end of each fiscal year, overall performance and cost will be accessed to determine if an additional option year is earned by the contractor. At the end of FY05, the contractor can earn option year 07; at the end of FY06, the contractor can earn option year 08, etc. up to the seven additional years. All base effort options may be exercised at any time within the applicable exercise period. The Government may exercise one or more of the options included in this contract at the estimated costs set forth in section B, entitled "Options." Exercise of options is at the sole discretion of the Government and shall meet the requirements set forth in FAR 17.207. Award of additional optional years based on the contractor's performance does not create any express or implied obligation for the Government to exercise such options. The relationship between time earned and the possible period of performance for each option year is as follows:

Contract Year	Earned at the end of	POP for FY
4	FY05	FY07
5	FY06	FY08
6	FY07	FY09
7	FY08	FY10
8	FY09	FY11
9	FY10	FY12
10	FY11	FY13

The contractor must consistently meet or exceed performance on aircraft availability, supply metrics, information technology, component repair and manufacture, ATTC unique tasks, operation and management of Government furnished facilities and equipment, quality control, safety and all other areas of performance established in the PWS. Successful performance encompasses cost control measures to insure the contractor consistently meets or exceed performance levels at or below target cost. Overall evaluation criteria shall include the following which are of equal importance:

1. Customer Support: The contractor will be evaluated on its approach and interaction with customers, their level of customer support and level of customer satisfaction with the contractor's work and work processes. Customers include all Government, AMCOM, USAAVNC, ATTC, USAFETC and other supported organizations.

2. Resource Management: The Government will evaluate the contractor's overall approach and ability to control and manage all resources available to them. Resources include, but not limited to maintenance and logistics support operations and personnel support, IT support, management and care of Government provided facilities, support for the energy conservation program and development of an effective inventory program.

3. Contract Management: The Government will evaluate the contractor's overall management approach, responsiveness, and flexibility to changing priorities. This includes an evaluation of the contractor's compliance to small business subcontracting plan commitments.

4. Quality Control and Environmental Compliance: The contractor will be evaluated on the effectiveness and comprehensiveness of their quality control program, to include positive process improvements implemented as a result of quality control evaluations. This will also include an evaluation of the contractor's compliance with environmental requirements.

5. Cost Management: The Government will evaluate the effectiveness of the contractor's management practices that directly or indirectly affect contract cost. The Government places increased emphasis on the contractor's cost accounting system and the contractor's ability to provide contract cost data upon initial request.

The following adjectival ratings shall be used.

Superior: Of exceptional merit, exemplary performance in a timely, efficient and economical manner. Consistently demonstrated the highest levels of performance, implementing programs that increase productivity and reduce costs. Responsiveness to the customer is outstanding in every aspect of performance. Rapidly adjusted to changes in demands and/or environment. Consistently performed at or below target costs with superior performance levels.

Very Good: Very effective performance, fully responsive to contract requirements; requirements accomplished in a timely, efficient and economical manner for the most part with only minor areas of deficiencies noted. Deficiencies had no adverse impact on overall performance. Consistently performed at or below target costs.

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on their overall conformance to procedures and processes established in their quality plan.

c. The Contractor will be evaluated on the number of recurring deficiencies and safety violations and their ability to implement corrective action in a timely manner and establish remedial and preventive measures. A major safety violation that does or could result in a serious accident shall result in a poor rating.

4. INTENT

a. The above explanation of the performance criteria is not all encompassing and is provided only to give the contractor an overview of the scope of the criteria.

b. The Government will perform a bi-annual evaluation of the contractor's performance according to the criteria stated above. The government may elect to allow the contractor's input into the evaluation if the Government deems such input would clarify or explain significant occurrences or contractor's actions.

c. It is the Governments intent to adhere to the above-described performance criteria throughout the duration of the contract. However, the Government retains the right to unilaterally change these criteria factors if they are not in the Government's best interest. The contractor will be notified of any such changes prior to the start of a new evaluation period.

d. Payment of the award fee shall be every six months upon the issuance of a unilateral change order setting forth the amount earned for the evaluation period and subsequent submission of an invoice by the contractor.

The adjectival ratings are set forth below:

Each evaluation factor will be assigned an adjective and numerical rating for each evaluation period. The adjective ratings, numerical ratings and their corresponding rating descriptions are found in the chart below.

ADJECTIVE RATING	NUMERICAL RATING	RATING DESCRIPTION	FEE EARNED
Superior	95-100	Performance is excellent in all significant aspects. There are no areas of less than outstanding performance (100), or they are few and relatively unimportant in nature (95). Performance is the highest or maximum considered reasonably attainable in view of the CURRENT state of progression and those conditions normally expected to be controlled by the contractor. Contractor initiative is evident by the quality and efficiency of work performed. Areas in need of improvement are few and are minor.	100%
Outstanding	90-94	Performance is good to excellent in all areas, with only minor areas that need improvement to reach desired performance goals. There are no areas of less than above average performance (94), or they are few and relatively unimportant (90).	75%
Above Average	81-89	Performance is above average to a significant degree in most functions. There are no areas of less than average performance, with only a few areas needing minor improvement to reach desired performance goals offset by excellent performance in other areas (89), or a few areas of above average performance with all other areas meeting minimum contract requirements (81).	50%
Average (Overall)	71-80	Performance is good, and better than average performance in several functions more than offsets the need for improvement in other functions. There are a few areas of below average performance more than offset by areas significantly above average (80). Or there are significant areas of below average performance partially offset by areas of above average performance (71).	25%

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Minimally Acceptable 70 Performance meets minimum acceptable level of performance; rarely, if ever, exceeds the standards prescribed in the contract. NO FEE

Poor 0-69 Performance is substantially less than that expected of an average qualified contractor. Performance is characterized by major deficiencies with few or no offsetting areas of above average; or there has been one or more major safety violations. NO FEE

H-15 ATTC AWARD FEE

1. Not later than thirty days before the beginning of each award fee period, the Government will prepare and provide to the contractor a draft Award Fee Evaluation Plan (AFEP). The final AFEP shall be provided within 15 workdays after the beginning of the applicable award fee period. The AFEP shall cover the specific procedures, parameters, evaluation criteria, weights, and other factors, which establish the award fee. The makeup of the AFEP shall be discretionary with the Government and not subject to the Disputes clause however, the contractor shall be fully consulted prior to its finalization. If the Government elects to reuse an AFEP for a successor award fee period, the contractor shall be so advised, in writing, not later than 30 days before the beginning of the particular award fee period. The Contractor's performance shall be continuously monitored as set forth in the AFEP.

(a) The maximum award fee payable hereunder shall not exceed the established award fee pool for the particular award fee period. Payment of award fee monies earned shall be processed by an administrative modification.

(b) Determination of any award fee earned hereunder shall not be subject to the provisions hereof entitled "Allowable Cost and Payment", "Termination", and "Disputes".

(c) Unearned award fee for a particular award fee period cannot be carried forward into a subsequent award fee period. Award fee earned will be determined at the end of each award fee period. Cost will be evaluated throughout the year; however, any award fee for cost will be decided on an annual basis.

2. In the event this contract is terminated prior to a regularly scheduled award fee determination, a special award fee determination will be made.

3. The dates of each award fee period are set forth below.

<u>AWARD FEE PERIOD</u>	<u>FEE</u>	<u>AWARD FEE POOL</u>	<u>AWARD FEE EARNED</u>
1 Oct 03 - 31 Dec 03		\$ 52,500	TBD
1 Jan 04 - 31 Mar 04		\$ 52,500	TBD
1 Apr 04 - 30 Jun 04		\$ 52,500	TBD
1 Jul 04 - 30 Sep 04		\$192,500	TBD

(TBD - To Be Determined)

NOTE: Award Fee Period. These periods are also applicable to each Fiscal Year (FY) of each Option Year.

ATTC AWARD FEE CRITERIA

(a). Award Fee Evaluation:

(1) This contract includes requirements for ATTC to be awarded on a cost plus award fee basis.

(2) The contractor may earn the award fee in whole or in part. The amount of award fee earned for each evaluation period, as described hereafter, shall be determined by the government's subjective evaluation of the contractor's performance.

(3) Cost Effectiveness is most important and is equal in weight to Efficiency, Productivity and Customer Satisfaction and Phase Maintenance combined. Quality Assurance is slightly less important than Cost and is twice as important as Phase Maintenance. Efficiency, Productivity and Customer Satisfaction is more important than Phase Maintenance.

(b). The government will use the following performance criteria as a basis for determining amount of award fee:

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(1) Cost Effectiveness.

a. Effective utilization of personnel, e.g., control of nonproductive time, use of skills appropriate for task performed adequate supervision, adequate (but not excessive) number of personnel or man-hours for task performed. Reasons for significant variances from anticipated costs shall be considered.

b. The contractor's efforts to control costs through effective cost accounting and collection systems, budgeting procedures and programming techniques.

(2) Efficiency, Productivity and Customer satisfaction.

a. The contractor's efforts to sustain and increase efficiency by introducing and implementing procedures and techniques to increase productivity.

b. The contractor's efforts to ensure customer satisfaction by providing high quality work.

(3) Quality Assurance Evaluation Surveillance (QAES) and 2nd Party Audit.

a. The contractor's performance in establishing, implementing, and improving an ANSI/ASQC Q9001, ISO 9001, or equivalent quality system.

b. The contractor's success in consistently achieving the standards defined in the QAES plan and maintaining a high quality program. Consideration of recurring deficiencies, criticality of deficiencies and violations, and timeliness of corrective action shall be considered.

(4) Phase Maintenance

a. The contractor will be provided estimated number of phases (by type aircraft) per year.

b. The government considers the quality of maintenance to be performed during the phase is to be just as important as the duration (timely completion) of the phase.

c. The Government will determine the contractor's success in timely completion of Phase Maintenance through evaluation of the contractor's adherence to the phase completion goals, which will be established prior to the beginning of each phase.

d. The government determines quality of service through a system of periodic inspections, evaluations, productivity audits and government and or customer post phase mission flights.

4. INTENT

a. The above explanation of the performance criteria is not all encompassing and is provided only to give the contractor an overview of the scope of the criteria.

b. The Government will perform a quarterly evaluation of the contractor's performance according to the criteria stated above. The government may elect to allow the contractor's input into the evaluation if the Government deems such input would clarify or explain significant occurrences or contractor's actions.

c. It is ATTC's intent to adhere to the above-described performance criteria throughout the duration of the contract. However, the Government retains the right to unilaterally change these criteria factors if they are not in the Government's best interest. The contractor will be notified of any such changes prior to the start of a new evaluation period.

d. Payment of the award fee shall be every six months upon the issuance of a unilateral change order setting forth the amount earned for the evaluation period and subsequent submission of an invoice by the contractor.

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The adjectival ratings are set forth below:

<u>AJECTIVE _RATING</u>	<u>NUMERICAL RATING</u>	<u>PERCENTAGE OF AWARD FEE EARNED</u>
SUPERIOR	91-100	100%
VERY GOOD	81-90	75%
GOOD	71-80	50%
MINIMUM ACCEPTABLE	61-70	NO AWARD FEE
UNACCEPTABLE	(Less than 61)	NO AWARD FEE

DEFINITIONS OF RATINGS

Superior: The contractor has demonstrated a high level of performance, i.e., the contractor is within or under cost, on or ahead of schedule demonstrating a high quality of work and excelling in all areas of performance. Contractor performance is fully meeting or exceeding customer satisfaction in every area.

Very Good: The contractor's performance fully meets contract requirements. The majority of performance areas reflect a high level of achievement; however, there are some areas where improvement can be made. Noted deficiencies are minor in nature and do not have substantial adverse impact on overall performance. Contractor is performing at or within an acceptable level of cost.

Good: The contractor's performance exceeds the minimally acceptable level. Some areas reflect a high level of achievement; however, there are many areas where improvement can be made. Contractor is performing within an acceptable level of cost.

Minimum Acceptable: Performance is considered minimally acceptable. Although the contractor's performance is not unacceptable, the quality of performance can be improved upon substantially in most areas.

Unacceptable: Performance is considered unacceptable. Substantial improvement is required in most or all areas to meet the minimum performance required by the contract.

H-16 TARGET COST ADJUSTMENT FOR CHANGES IN AIRCRAFT FLYING HOURS

The estimated flying hours shown in the schedule represents the Government's best estimate of the hours to be flown by each aircraft type during the course of this contract. The contractor is responsible for providing fleet support for actual flying hours notwithstanding any variance from estimates.

If the total flying hours for any aircraft type within any contract period varies by an amount exceeding plus or minus ten percent (10%) of the estimate, the contract will be equitably adjusted to reflect the increase or decrease in the flying hour program. This adjustment will result in a change to the estimated flying hours reflected on the schedule and to the target cost. The revised estimate of flying hours shall be used, as the base to determine if subsequent adjustments are required. That is the 10% change shall be determined base on the most recent flying hour estimate.

No adjustment will be made for changes in the flying hour program of 10% or less.

Such adjustments shall be retroactive to the beginning of the contract period for the purpose of determining the incentive fee. However, such adjustments shall not be retroactive and apply only from the date the contract is modified to reflect the adjustment for the purpose of determining what, if any, share of cost savings will be paid to the contractor.

H.17 THE INCENTIVE FEE

The incentive Fee shall apply to all areas, with the exception of Aviation Technical Test Center, and shall be determined in accordance with Attachment 8.

Name of Offeror or Contractor:

H-18 WAIVER OF ALLOWABLE COSTS

Notwithstanding any other provisions of this contract, for each of the contractor's accounting periods during the life of this contract, the parties agree that the Government shall not be billed or obligated to pay any of following costs: (To be completed by offeror for any normally allowable cost, such as shift premiums, material handling, or facilities capital cost of money)

H-19 REIMBURSEMENT OF DIRECT/INDIRECT COSTS

This contract allows for the allocation of specific costs either indirectly or directly so long as the chosen method is consistent with the contractor's accounting system. These costs, if billed as direct costs, will be reimbursed in accordance with FAR 52.216-7, "Allowable Cost and Payment." The following costs shall not be allowed for reimbursement as a direct charge under the terms of this contract: (to be completed by offeror if any customary direct cost elements are proposed as indirect cost)

NOTE TO OFFERORS: It is the prime contractor's responsibility to ensure that any proposed subcontract cost of this nature is identified and that this provision is included in all subcontracts.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	DEC/2001
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204- 2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-17	WAIVERS OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-20	52.216- 7	ALLOWABLE COST AND PAYMENT (The words ["Subpart 31.2["] are deleted from paragraph (a) and replaced with the words ["Subpart 31.3["].)	DEC/2002
I-21	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-22	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-23	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2001
I-24	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-25	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222- 3	CONVICT LABOR	AUG/1996
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-34	52.223- 5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-35	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-37	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-38	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-40	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-41	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227- 3	PATENT INDEMNITY	APR/1984
I-43	52.228- 7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-46	52.230- 4	CONSISTENCY OF COST ACCOUNTING PRACTICES	AUG/1992
I-47	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-22	LIMITATION OF FUNDS	APR/1984
I-50	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-51	52.232-25	PROMPT PAYMENT	FEB/2002
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-53	52.233- 1	DISPUTES	JUL/2002

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I-54	52.233- 1	DISPUTES (JUL 2002) - ALTERNATE I	DEC/1991
I-55	52.233- 3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I	JUN/1985
I-56	52.237- 2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR/1984
I-57	52.237- 3	CONTINUITY OF SERVICES	JAN/1991
I-58	52.239- 1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-59	52.242- 1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242- 3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-61	52.242- 4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II	APR/1984
I-64	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-66	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-67	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-68	52.248- 1	VALUE ENGINEERING	FEB/2000
I-69	52.249- 6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-70	52.249-14	EXCUSABLE DELAYS	APR/1984
I-71	52.251- 1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-72	52.251- 2	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	JAN/1991
I-73	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-74	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-75	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-76	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-77	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-78	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-79	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-80	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-81	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-84	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-85	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-86	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-87	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-88	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-89	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-90	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-91	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-92	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-93	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)-- ALTERNATE I	MAR/1998
I-94	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-95	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-96	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-97	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-98	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	OCT/1992
I-99	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-100	252.226-7001	UTILIZATION OF INDIAN ORGANIZATION AND INDIAN-OWNED ECONOMIC ENTERPRISES - DOD CONTRACTS	SEP/2001
I-101	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-102	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-103	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-104	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-105	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995

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I-106	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-107	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-108	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-109	252.228-7002	AIRCRAFT FLIGHT RISK	SEP/1996
I-110	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
I-111	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-112	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-113	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-114	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-115	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-116	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999
* Insert 30 days in the blank within the above referenced clause.			
I-117	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000
* Insert(a) at any time prior to the expiration of the basic contract period or any subsequent option period in the blank in paragraph (a) 60 days and insert 10 year, 6 months in the blank in para (c) within the above referenced clause			
I-118	52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY/1989
For the purposes of this clause, the incumbent Contractor is identified as DYNCORP Technical Services, LLC and the union is International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge No. 2003, Daleville, AL.			
I-119	52.243- 7	NOTIFICATION OF CHANGES	APR/1984
*For the purposes of this clause, the blanks are completed as follows:			
	(b)	30	
	(d)	60	
I-120	52.222- 2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--			
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;			
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;			
(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or			
(4) That will result in lower overall costs to the Government.			
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --			
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;			
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;			
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and			

Name of Offeror or Contractor:

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(END OF CLAUSE)

I-121 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989
 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:
 IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
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REFER TO ATTACHMENT 17 FOR STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

(END OF CLAUSE)

I-122 52.244-2 SUBCONTRACTS AUG/1998

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that --

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds --

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- TO BE DETERMINED-

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

Name of Offeror or Contractor:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated;
- and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-TO BE DETERMINED-

(End of clause)

Name of Offeror or Contractor:

- TO BE DETERMINED-

(End of clause)

I-124 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-125 52.223- 3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA 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.

Material (If none, insert "None")	Identification No.

(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 Government's 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 --

Name of Offeror or Contractor:

(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)

I-126 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)

I-127 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 CLAUSE)

I-128 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

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

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under

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(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1)above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

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(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided in subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the

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benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-130 52.245-9 USE AND CHARGES (DEV 99-00011)

APR/1984

(a) Definitions.

As used in this clause--

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

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

(c) Rental charge.

(1) Real property and associated fixtures.

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

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

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

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

$$\text{(Rental Time in hours) (.02 per month) (Acquisition Cost)}$$

Rental charge =

720 hours per month

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

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ADMINISTRATION FOR AUDIT

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
ATTN: FWA
1800 F Street, NW
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

I-132 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.dtic.mil/dfars

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-133 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR

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*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

(END OF CLAUSE)

I-137 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-138 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY MAR/1998

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

(End of clause)

I-139 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

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- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM</u> <u>DESCRIPTION</u>	<u>CONTRACT</u> <u>LINE ITEMS</u>	<u>QUANTITY</u>
-----------------------------------	--------------------------------------	-----------------

Total

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-140 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties -

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(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for -

(i) Noncommercial items; or

(ii) Commercial items that --

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

I-143 52.219-16 Liquidated Damages-Minimum Small Business Participation Requirements and Small Business Subcontracting Plan (MAY 2001)(DEV)(Changed portions are underlined)

(a) "Failure to make a good faith effort to comply with the minimum small business participation requirements and/or the subcontracting plan", as used in this clause, means a willful or intentional failure to meet the minimum small business participation requirements set forth in the contract an/or to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) For minimum small business participation requirements, performance shall be measured by comparing the total actual contract dollars performed by small business concerns (total small business and in each small business subcategory) to the total obligated value of the contract. If, at contract completion, the Contracting Officer determines that the contractor has failed to meet the required small business participation levels, and the Contracting Officer decides in accordance with paragraph (d) of this clause that the Contractor failed to make a good faith effort to comply with the minimum requirements, the contractor shall pay the Government liquidated damages in an amount of the actual amount by which the contractor failed to achieve each subcontracts requirement.

(c) Performance of the small business subcontracting plan shall be measured by applying the plan's percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph(d) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal less any amounts to be paid as damages under paragraph (b) above.

(d) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the minimum participation requirements or the subcontracting plan, as applicable, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraphs (b) and (c) of this clause.

(e) With respect to commercial subcontracting plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(f) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer

(g) Liquidated damages shall be in addition to any other remedies that the Government may have.

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*** END OF NARRATIVE I 001 ***

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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 - RUCKER			
Attachment 001	PERFORMANCE WORK STATEMENTS - RUCKER			
Attachment 002	REQUIRED AIRCRAFT TABLE			
Attachment 003	ASSIGNED AIRCRAFT			
Attachment 004	US ARMY AVIATION CENTER (USAAVNC) FLYING HOUR PROGRAM			
Attachment 005	US ARMY AVIATION TECHNICAL CENTER (ATTC) ESTIMATED FLIGHT HOURS			
Attachment 006	MAINTENANCE MAN HOUR REQUIREMENTS SATELLITE UNITS			
Attachment 007	DOCUMENT SUMMARY LIST			
Attachment 008	INCENTIVE FEE DETERMINATION CRITERIA			
Attachment 009	GOVERNMENT FURNISHED PROPERTY -EQUIPMENT/MATERIAL AND SUPPLIES/EQUIPMENT			
Attachment 010	GOVERNMENT FURNISHED PROPERTY - FACILITIES			
Attachment 011	GOVERNMENT FURNISHED PROPERTY - GENERAL SERVICE AGENCY VEHICLE DENISTY LIST			
Attachment 012	CONTRACT SECURITY CLASSIFICATION SPECIFICATION GUIDE (DD FORM 254)	18-MAR-2003		
Attachment 013	INTER/INTRA SUPPORT AGREEMENT			
Attachment 014	GOVERNMENT FURNISHED PROPERTY-ATTC			
Attachment 015	PROJECTED NATIONAL MAINTENANCE PROGRAM			
Attachment 016	COLLECTIVE BARGAINING AGREEMENT			
Attachment 017	EQUIVALENT RATES FOR FEDERAL HIRES			
Attachment 018	PAST PERFORMANCE QUESTIONNAIRE			
Attachment 019	PERFORMANCE WORK STATEMENT-AIR FORCE			
Attachment 020	QUALITY ASSURANCE SURVELLIANCE PLAN - AIR FORCE			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)	APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488190.

(2) The small business size standard is \$5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

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

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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 (b)(6)(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.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

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

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

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China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

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

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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K-8 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

SPECIAL NOTICE: The Federal Acquisition Regulation Council published an Interim Rule in the Federal Register at 66 FR 17754, April 3, 2001 (Federal Acquisition Circular 97-24), that formally "stays" the Final Rule addressing contractor responsibility and costs incurred in legal and other proceedings published in the Federal Register at 65 FR 80255, December 20, 2000 (Federal Acquisition Circular 97-21). As a result, paragraphs (a)(1)(B), (a)(1)(C), and (a)(1)(ii) of this provision are "stayed". Therefore, offerors should not execute the certifications contained in the "stayed" paragraphs of this provision identified above. All other certifications contained in this provision must be executed.

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

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

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

[(B) Have () have not (), within a 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 public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and] STAYED

[(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.] STAYED

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

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

(End of provision)

K-9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUL APR/2002
2002) - ALTERNATE I (APR 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.

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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 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 its stock is owned by one or more women; and

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

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 stock of which is owned by one or more women; and 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: _____

____ TIN has been applied for.

____ TIN is not required because:

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is ___ 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:

(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 Revenue. Rows include categories like '50 or fewer', '\$1 million or less', etc.

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, 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 identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), 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 --

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of

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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 parts 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) clause 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

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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.

(2) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(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, 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 the 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 Act":

NAFTA Country or Israeli End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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

Line Item No.: _____

Country of Origin: _____

(List as necessary)

(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)

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Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b.)

(1) Listed end products.

Listed End Product

-1-

Listed Countries of Origin

-2-

(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)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997
(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or Quoter

(END OF PROVISION)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

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

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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Name of Offeror or Contractor:

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

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

(END OF PROVISION)

K-13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA; 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or as set forth in Section 19.102 of the Federal Acquisition Regulation; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

End of provision)

K-14 52.227- 6 ROYALTY INFORMATION

APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

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(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

K-15 52.230- 1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

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Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Name of Offeror or Contractor:

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

K-16 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
(a) Definitions.

"Domestic end product", "qualifying country", "qualifying country end product", and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications

The Offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country Of Origin (If known)
_____	_____

(End of provision)

K-17 252.225-7020 TRADE AGREEMENTS CERTIFICATE MAR/1998
(a) Definitions. Caribbean Basin country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

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(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(insert line item number)	(insert country of origin)
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(End of provision)

K-18 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

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

(b) Representation.
The Offeror represents that it--

_____ Does anticipate the 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.

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204- 6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) - ALTERNATE I	OCT/1997
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	52.237- 1	SITE VISIT	APR/1984
L-9	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-10	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	252.211-7002	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS	DEC/1991

The specification, standards, plans, drawings, descriptions, and other pertinent documents cited in this solicitation may be examined at the following locations:

Property Administrator, Fort Rucker, Alabama

(End of provision)

L-12	52.211- 2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/1999
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Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to 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.

(End of provision)

L-13	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is

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controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(End of Provision)

L-14 52.216- 1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Cost-Plus Incentive Fee and Award Fee Contract resulting from this solicitation as identified on schedule pages.

(END OF PROVISION)

L-15 52.233- 2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in Block 7 of SF33, Page 1 of the solicitation.

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

(End of provision)

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L-16 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

L-17 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF PROVISION)

L-18 52.204-4000 SIGNATURE AUTHORITY (USAAMCOM) OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-19 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992

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(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

(End of provision)

L-20 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM)

AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L. 21 PREPROPOSAL CONFERENCE

A pre-proposal conference is scheduled at Building # TBD at Fort Rucker, AL for the purpose of answering questions regarding this solicitation. The following schedule is provided:

(1) Conference date: Thursday, April 9, 2003 at 8:00 A.M. Registration information will be published on <https://wwwproc.redstone.army.mil/acquisition>.

(2) Submit the names of all attendees to cassandra.boyd@redstone.army.mil or lillie.williams@redstone.army.mil, no later than 2:00 p.m. (Central Time) on April 1, 2003. Please limit to three attendees per company.

(3) All questions regarding this solicitation should be directed to either of the above email addresses. Please submit your questions no later than 2:00 P.M. (CT) on April 9, 2003, in order to be addressed at the Pre-Proposal Conference. The date and time for receipt of offers will not be extended due to untimely submission of questions by offerors.

(4) Nothing that is said at the Pre-Proposal Conference (or the concurrent site visit) will qualify or modify the terms of the solicitation unless it is formally amended in writing per FAR 15.706(c).

L-22 SITE VISIT

A site visit for viewing the work site at Ft Rucker, AL is scheduled for April 9, 2003 in conjunction with the pre-proposal conference. Offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of work, and the general and local conditions that can affect the work or cost thereof. Failure to do so will not relieve offerors from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request For Proposals or related documents. Only site visits scheduled by AMCOM are authorized for contractors interested in proposing on this requirement.

L-23 PROPOSAL SUBMISSION REQUIREMENTS

a. Purpose. General instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. The instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of the proposal. Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers.

Name of Offeror or Contractor:

d. Section C - Workforce: The Workforce section shall consist of:

i. Manpower tables for each functional area covering the base year and all option years. These tables shall show staffing by job title and labor category for each shift. If labor categories or job titles different from those in the PWS are used, the tables will provide a brief description of the duties of the position and indicate the equivalent or most similar position on the SF98. The tables will show the number of full man-year equivalent positions (based on a 40 hour work week and 2,088 hours per year); however, use of part-time or temporary employees and estimated overtime will be clearly indicated. Tables will include any weekend and holiday staffing needed to meet PWS requirements.

ii. A summary manpower table showing total proposed staffing including indirect labor and management.

iii. A narrative description describing the offeror's approach to providing the manpower resources needed to successfully perform the PWS requirements. At a minimum the narrative must address:

(1) A description of the method and underlying rationale used to determine the staffing shown in the manpower tables (both number of employees and skill mix). Substantiation for proposed manpower and skill mix must adequately support the manpower tables.

(2) Plans to ensure personnel have appropriate licenses or certifications

(3) Projected attrition

(4) Process for sustaining a trained, qualified workforce

(5) Approach to meeting cyclic and unusual situations such alerts, sheltering aircraft from severe weather and off-installation recovery of disabled aircraft.

e. Section D Technical Capability. The offeror shall demonstrate its capability of meeting all performance requirements of the Performance Work Statement. At a minimum this volume must include:

i. A detailed description of the offerors approach and methodology for accomplishing work requirements. This description must include the contractor's approach to interfacing with the U.S. Army Supply system and overall approach to providing Information Technology support.

ii. A summary of resources the offeror intends to utilize in meeting work requirements.

iii. A description of the offeror's experience and expertise in providing high quality maintenance and flight line support in a dynamic environment.

iv. A brief description of assumptions upon which the proposed is based that present potential risk to contract performance and an explanation of how the offeror will minimize the impact if those assumptions are not met.

f. Section E Performance Management. The offeror shall address the following areas:

i. Quality control and audit procedure approaches and process. The approaches and processes shall demonstrate a realistic application and monitoring of corrective action to ensure successful and timely problem resolution. The approaches and processes shall include how the offerors' proposed control and audit procedure will be documented and implemented within a Quality Assurance Plan.

ii. System(s) for recording, computing, and accessing performance measurement data that the offeror and the Government can use for analysis and decision making.

iii. Approach(s) such as "lean thinking, Product Value Management, High Performance Work Organizations, etc., that implements continuous process improvement and innovation in terms of quality, cost, and timeliness that is beneficial to the Government

g. Section F Phase-In. The offeror shall address the following areas:

i. A sound approach for recruiting (both locally and nationally), training, qualifying, screening and certifying employees that provides a sufficient number of fully qualified employees, with necessary background checks completed to begin assuming responsibility for contract function by contract start date.

ii. A sound acceptance and inventory approach for transfer of Government equipment and facilities

Name of Offeror or Contractor:

at contract start. This includes system(s) for recording and maintaining Government furnished property for the basic and all option periods.

iii. An adequate schedule for Phase-In events, e.g., interviewing, hiring, human resource actions, training, start work dates, etc.

iv. Adequate and timely acquisition of contractor provided Information Technology (IT) to support hardware, software and communications.

v. A time line (Gantt Chart format) displaying start and completion of each field and change over event, e.g. interviewing, hiring, human resource actions, training, and start work dates.

h. Section G: Small Business (SB) Subcontracting Performance. Information required to evaluate the Small Business (SB) subcontracting participation shall be included in the Mission Capability Volume along with Standard Form (SF) 33. The offeror shall describe its commitment to and support of the Government's small business program. This portion of the proposal shall contain the following information: (Note: The Small Business Subcontracting Plan is excluded from the page limitation for Volume II)

i. Subcontracting Plan. A Small Business Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if offeror has a comprehensive subcontracting plan). The extent and nature of participation by small business (SB), small disadvantaged business (SDB), historically black colleges and universities, and minority institutions (HBCU/MI's), Veteran-Owned small business, and HubZone small business must be addressed as an integral part of the plan. This requirement is applicable to large business prime offerors only. Each offeror shall forward a copy of the proposed subcontracting plan to their cognizant Administrative Contracting Officer (ACO) as soon as possible after issuance of this solicitation but not later than 15 days prior to the date set for receipt of proposals. The proposals shall specify the name, address, phone number, facsimile number, and e-mail address of the ACO to which the plan was submitted.

ii. Total Small Business Participation. Identification of the total proposed dollar amounts that are planned for and committed to in the proposal for each small business category (i.e., *SB (Non-Disadvantaged or other preference), SDB [including HBCU/MI's], Veteran-Owned, and HubZone small business). Also include the identification of the corresponding percentage of each dollar amount in relation to (a) total proposed contract (not subcontract) dollars and (b) total proposed small business dollars. The information shall be submitted in the following format:

BUSINESS CATEGORY	FIRM NAME	PROPOSAL AMOUNT	% of TOTAL CONTRACT	% of Total SMALL BUSINESS
*SB(N)				
*SB(N)				
*SB(N)				

TOTAL SB PARTICIPATION

SDB
SDB
SDB

TOTAL SDB PARTICIPATION

VOSB
VOSB
VOSB

TOTAL VOSB PARTICIPATION

HUBZONE SB
HUBZONE SB
HUBZONE SB

TOTAL HUBZONE SB PARTICIPATION

TOTAL ALL SB CATEGORIES

iii. Basis of Size Status. For any firm identified in a small business category above for which the

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stated small business size status is based on other than the NAICS codes assigned to this acquisition (4088190) and the applicable size standard (\$18M Average Annual Receipts), the prime offeror shall fully discuss its basis for determining the assigned NAICS code. The discussion shall address:

(1) The specific NAICS code and size standard upon which the size status is based;

(2) The exact nature of the effort that the subcontractor is proposed to perform and how that effort falls under the scope of the PWS for this solicitation; and

(3) Why the selected NAICS code is more appropriate than any of the codes assigned to this acquisition.

NOTE: Failure to provide adequate substantiation for a small business size status designation based on a different NAICS code may result in a "No Go" determination for the criteria at M-8.a.

iv. Contract Provision. Offerors shall insert the applicable participation percentages as described above in Special Provision H-20, Minimum Small Business Participation Requirements. These percentage levels shall be the minimum small business participation levels of any contract resulting from this solicitation.

v. Alternate Instructions for Small Business Prime Offerors. If the prime offeror is small business concern (e.g., SB, SDB, VOSB), a Subcontracting Plan as described above is not required. The information to be submitted is as follows:

(1) Specific discussion of the nature and extent of participation by SB, SDB (including HBCU/MI's), Veteran-Owned, and HubZone small business that is planned for and committed to in the proposal. Such participation includes efforts to be performed by a small business in a prime offeror, joint venture participant, and/or subcontractor capacity.

(2) Identification of the total dollar participation amounts included in the proposal for each small business category utilizing the format required by subparagraph C.2.e.(2). above. Also complete Provision H-20 as required by subparagraph C.2.e.(3).

(8) Past Performance Volume

a. This volume shall contain past performance information regarding similar Government contracts. This volume shall not exceed 25 pages, excluding PPEG Questionnaire Forms.

b. The prime offeror and each major subcontractor (as defined in RFP) shall submit a description of a maximum of 3 Government and/or commercial contracts including prime contracts and major subcontracts currently being performed or performed during the past 3 years (from issue date of this RFP), which are the same or similar to the effort (as compared to North American Industry Classification System 4088190) required by the solicitation, or which offerors consider relevant in demonstrating their ability to perform the proposed effort.

c. Offerors are encouraged to submit government contract efforts in lieu of commercial; however, if both are submitted, offerors should prioritize government contracts over commercial if at all possible. Offerors are discouraged from providing points of contact with another contractor's facility, i.e., in the case of an offeror (or one of his team members) being in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all governmental agency points of contact (POC) in lieu of subcontract numbers or prime contract POCs in situations described above.

d. Contract descriptions shall include the following information in the following format:

i. CAGE and Contractor Establishment Code (CEC) Numbers

ii. Government contracting activity, address, and telephone number

iii. Government Procuring Contracting Officer's name and telephone number (datafax number)

iv. Government contracting activity technical representative/Contracting Officer's representative name and telephone number (datafax number)

v. Government contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO) (datafax number)

vi. Contract number (Government prime contract number in case of subcontract participation)

Name of Offeror or Contractor:

vii. Contract Type

viii. Awarded price/cost

ix. Final, or projected final, price/cost

x. Original delivery schedule

xi. Final, or projected final, delivery schedule

xii. A narrative explanation of each contract cited concerning the statement of work, similarities of that work with the work required by this solicitation, objectives achieved and cost growths or scheduled delays encountered, for the Government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for each factor(s), and any corrective actions taken to avoid recurrence.

e. The offeror shall also provide the information cited in paragraphs (1) - (12) above, for all contracts terminated in whole or in part, for any reason during the past 3 years, including those currently in the process of termination and those which are similar to the proposed effort. If no contracts have been terminated, please so state.

f. The information cited in paragraphs (1) - (12) above shall also be provided for any major subcontractor who will perform a significant portion (10% or more) of the effort. Offerors must also describe with specificity the work each subcontractor is proposed to perform, including the percentage of the total effort allocated to each in the cost/pricing volume.

g. Each Offeror is required to furnish the letter and the PPEG Questionnaire Form from the Contacting Officer to personnel as identified above at c(3), c(4) and c(5) not later than 15 days prior to submission of written proposals. The Offeror shall provide written notification with the proposal submission that mailing of questionnaires have been accomplished. The notification shall include the name of each identified POC (respondent), with telephone and datafax numbers and the date of mailing.

NOTE: Independently obtained data and data provided by offerors in their proposal may be used to evaluate past performance. The Government shall not cross reference to other volumes of the proposal to obtain required information. The Government does not assume the duty to search for data to cure problems found in proposals. The burden of proof for an acceptable proposal remains with the offeror. Proposals that do not contain the information requested by this paragraph risk rejection by the Government.

(9) Cost Volume. This volume shall consist of all information, required to support proposed costs and prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408, Table 15-2, and the requirements set forth below. There are no page limitations for this volume.

a. The offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF 33 and continuation sheets.

b. The proposal shall set forth a summary of the total estimated costs by cost element and shall provide a breakout of the proposed estimated costs of each CLIN separately, including all direct and indirect charges and fees.

c. Estimated phase-in costs shall be included separately in the offeror's cost proposal.

d. The specific direct labor rates utilized to price the proposal must be identified in the cost and pricing proposal only. The proposal shall set forth a complete breakdown of the direct and indirect rates by category and the rationale therefore. Provisions for overtime and shift differential charges shall be clearly addressed on a per-hour basis. Bid codes (applicable codes used to identify a labor category in the offeror's accounting system), employee names and/or other documentation (such assigned letters of commitment for key personnel not currently employed by the offeror) to support the rates proposed shall be provided. Letters of commitment shall clearly identify the prospective employee's agreed-to salary/hourly rate and other pertinent conditions of employment. The same detailed support data shall be furnished for all major subcontractors, those that request a minimum of the contract cost.

e. For evaluation purposes only and in determining most probable cost for options in the out-years, wage determination rates shall be escalated 3.5 percent per year. However, if the contractor substantiates higher wage rates and justifies different escalation factors, those wages/escalation factors will be utilized. Direct labor rates shall identify the baseline (takeoff point) plus projected escalation for each basic and option period. If the offeror's fiscal year differs from the 12-month period of performance for the basic and option efforts, the methodology for computing

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composite labor rates shall be shown. For example: 3 months of FY02 + 9 months of FY03 divided by 12 = the average labor rates for the contractual period of performance. The prime and each subcontractor shall clearly state their fiscal year. Offerors are advised that projected escalation must be applied to both exempt and non-exempt labor categories.

f. Direct labor hours and rates shall be delineated by labor category by contract year for the prime offeror and each subcontractor. The labor hour delineation must be directly traceable to the same information proposed in the Mission Capability Volume.

g. Indirect expense rates shall be proposed in the same manner as direct labor rates, i.e., by contract year with the methodology used to derive any composite rates proposed.

h. Forward Pricing Rate Agreements (FPRA) shall be clearly documented with agreement and responsible government official identified.

i. Offerors are reminded to identify any uncompensated or partially compensated overtime included in the proposal.

j. Pursuant to the Service Contract Act of 1965, the determination by the Secretary of Labor as to the applicable minimum monetary wage and fringe benefits will be made part of any resulting contract. For evaluation purposes only, the government has incorporated a crosswalk between the RFP anticipated labor categories and wage determination categories at Attachment 005 of this RFP. If a proposed rate does not meet the applicable minimum rate or other Wage Determination requirement for any category identified as non-exempt by Attachment 005, the offeror shall fully address its rationale for exemption in terms of Title 29, parts 4 and 541, of the Code of Federal Regulations (CFR).

k. In order to expedite the evaluation, offerors (prime and sub) are requested to provide a copy of their cost and pricing proposal, in the same format required by this solicitation, to their cognizant DCAA office upon submission of the proposal to the Contracting Officer.

l. Offerors are reminded of the requirements of Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C. 435), as amended, which limits allowable costs for senior executive personnel compensation to \$374,228 per year.

m. For proposal preparation purposes, the expected or approximate date for initiation of contract performance is 01 October 2003.

L-24 MONTHLY FUNDING PROFILE

Offerors are required to provide a monthly funding profile for the Basic and Option year one (1) contract effort with their proposal. Upon exercise of each option year, the contractor will be required to provide a monthly funding profile for the next option year.

L-25 DISPOSITION OF PROPOSALS

No proposals will be returned to the offeror. All originals will be made part of the official contract file. Copies of proposals submitted by the awardee may be retained for contract administration purposes. All other copies of all other proposal will be shredded.

L-26 CONFIRMATION OF PROPOSAL

By submission of an offer in response to this solicitation, the contractor hereby confirms that the costs proposed adequately reflect the offeror's technical proposal and that he is in full compliance with the provisions of the Service Contract Act and the economic provisions of any applicable Collective Bargaining Agreement for the base period of the resulting contract.

L-27 COMPETITIVE RANGE

The Contracting Officer may determine 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 initial proposal should contain the offeror's best terms from cost, and technical standpoint.

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L-28 COST REIMBURSEMENT

A Cost Reimbursement type contract is expected to result from this solicitation. Therefore, in accordance with FAR 16.301-3, Offerors are cautioned that they have in place an adequate accounting system for determining costs allowable to this contract.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993

(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3%
2-3 years	2%
3-6 years	1.5% \$ _____
6-10 years	1%
over 10 years	.75%
	TOTAL

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of months. \$ _____

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of months. \$ _____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

(1) A proposed rental figure: \$ _____

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(2) The contract/agreement numbers of all such documents: _____

(3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name: _____ Address: _____

Telephone No.: _____

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)

M-2 Application of FAR 52.215-4011

The clause set forth in M-1 shall only apply to Government Furnished Property not specifically identified in the Performance Work Statement (PWS).

M-3 OFFER ACCEPTABILITY

The Government will examine each offer to determine whether or not the offeror has accepted the terms and conditions in the solicitation. An offer must conform to all terms and conditions of this solicitation, Government acquisition laws and regulations in order to be considered for award.

M-4 EVALUATION OF PROPOSALS

a. Offerors are cautioned to ensure that their proposals are complete in all areas and are submitted on the most favorable terms to reflect their best potential. Anything less may result in the proposal being nonresponsive, outside the competitive range, or unacceptable, and may be the basis for non-selection for award. Proposals must be realistic in terms of Mission Capability and Cost. Offers that are unrealistic, including unrealistically low or high cost proposals, will be judged to reflect lack of understanding of the program requirements. Inconsistencies between an offeror's mission capability volume and cost proposal may result in a reduced rating or even total exclusion from contract award.

b. All proposals will receive careful and impartial consideration. After initial review, the Contracting Officer may request more information, clarification, or correction of an Offeror's proposal to assure sound, impartial evaluation.

c. All data required for evaluation of the mission capability proposal shall be included or summarized in the proposal. Data cited by reference only will not be considered when the proposals are evaluated.

M-5 RELATIVE IMPORTANCE OF EVALUATION CRITERIA

Each of the Evaluation Areas [Mission Capability, Past Performance and Cost] is described in more detail in following paragraphs. Mission Capability is more important than Cost and Past Performance combined. Cost is significantly more important than Past Performance, but is significantly less important than Mission Capability and Past Performance combined. Subfactors under Mission Capability are listed in the order of their importance. The Government will not award a contract to an offeror whose proposal is considered to be unrealistic or unreasonable.

M-6 PROPOSAL RISK

An inherent consideration during the evaluation of the mission capability, most probable cost and past performance areas is the proposal risk associated with an offeror's proposed approach to meeting the Government's requirements. Proposal risk is integral to each evaluation element within these areas; however, the Government shall assess the risk associated with the offeror's overall proposal when determining which proposal offers the best value to the Government.

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Inconsistencies between an offeror's mission capability, past performance or cost proposal may indicate risk, which could reduce a proposal's chance of being selected for award. Proposal risk focuses on the risks, weaknesses, and strengths associated with an offeror's proposed approach.

M-7 EVALUATION CRITERIA

A. GO/NO GO EVALUATION.

1. It is the U.S. Army Aviation & Missile Command's desire that the utilization of small business concerns be maximized in performance of this acquisition. Therefore, all prime offeror's proposals (including the mission capability volume, cost volume, and the small business subcontracting plan if the offeror is a large business) must reflect a firm commitment to utilize small business concerns in performing at least 23% of the total proposed contract (not subcontract) dollars. Small business participation may include efforts at the Prime contractor, joint venture participant, and/or subcontractor/team member levels.

2. Of the total small business participation dollar amount resulting from application of the above requirement, delineation between other small business categories shall, at a minimum, comply with the following:

Small-Disadvantaged Business	10%
HUBZONE Small Business	1%
Veteran-Owned and service-disabled veteran-owned and controlled small business concerns	1%

3. The offeror must meet the minimum requirement to be considered for award.

B. EVALUATION FACTORS FOR AWARD

1. Mission Capability Area. The Mission Capability area consists of the following five (5) subfactors. The subfactors are listed in the order of their importance.

Subfactor 1. Workforce. The Government will evaluate the offerors' proposed manpower methodology, productivity rationale and staffing by shift and skill classification for each organizational element for the basic contract period and all option years. Marginal levels of overall manpower and skill mix could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The evaluation shall address the following as a minimum:

(a) Adequacy and reasonable of proposed manpower for the basic period and all option periods. This shall include manpower for aircraft maintenance (unit, intermediate and approved depot maintenance), management of the supply operations, aircraft component repair, maintenance and manufacture special equipment repair, maintenance and manufacture, engineering services, automation support and all other services prescribed in the PWS.

(1) Actual man-years programmed to be in the workforce.

(2) Employee attrition and unscheduled changes

(3) Number of man-hours for overtime.

(4) Number of full man-year equivalent hires (40-hour work week).

(5) Part-time or temporary man-year equivalent hires.

(6) Total skill mix by shift to include weekends and holidays using both Army equivalent terms and terms listed in the SF98.

(b) The adequacy and reasonableness of proposed manpower calculations to reflect the proposed number and percentage of direct, indirect, and overhead labor, to include skill mix, for the basic period and all option periods.

(c) Adequacy and reasonable of proposed approach and workforce capacity to meet cyclic and unique situations at Fort Rucker such as weather to include high winds, lightning, hail, hurricanes and tornadoes (for example, increased towing and sheltering, and mooring (to include weekends); transient alert support, aging fleet (expanded repair), increased local purchase of flying and non-flying hour items and off-installation recovery of aircraft.

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(d) Plans for personnel certification and licensing in critical areas.

(e) An adequate process for sustaining trained and qualified personnel.

Subfactor 2, Technical Capability. The Government will evaluate the offerors' approaches and processes to perform the services to achieve the required performance as described in the performance work statement. As a minimum, the evaluation shall include:

(1) A sound approach and methodology for accomplishing work requirements identified in the Performance Work Statement with the appropriate skills, equipment, and materials, in the appropriate quantities, and at the appropriate time to meet the Government's desired outcomes. Major emphasis will be placed on the following:

(i) Contractor's demonstrated ability experience and expertise to consistently provide high quality maintenance and flight line support in a dynamic environment.

(ii) Understanding of and ability to operate in the US Army's standard supply system and to provide effective information technology support.

Subfactor 3, Performance Management. The Government will evaluate the offerors' internal (within the program managers span of control) and external approaches and processes to effectively manage performance. As a minimum the following areas shall be evaluated:

(a) Quality control and audit procedure approaches and process. The approaches and processes must demonstrate a realistic application and monitoring of corrective action to ensure successful and timely problem resolution. The approaches and processes must include how the offerors' proposed control and audit procedure would be documented and implemented within a Quality Assurance Plan.

(b) System(s) for recording, computing, and accessing performance measurement data that the offeror and the Government can use for analysis and decision-making.

(c) Approaches such as "lean thinking, Product Value Management, High Performance Work Organizations, etc., that implements continuous process improvement and innovation in terms of quality, cost, and timeliness that is beneficial to the Government.

Subfactor 4, Phase-In. The Government will evaluate the offerors' proposal for a sound phase-in approach. As a minimum, the following areas shall be evaluated:

(a) A sound approach for recruiting (both locally and nationally), training, qualifying, screening and certifying employees that provides a sufficient number of fully qualified employees, with necessary background checks completed to begin assuming responsibility for contract function by contract start date.

(b) A sound acceptance and inventory approach for transfer of Government equipment and facilities at contract start. This includes system(s) for recording and maintaining Government furnished property for the basic and all option periods.

(c) An adequate schedule for Phase-In events, e.g., interviewing, hiring, human resource actions, training, start work dates, etc.

(d) Adequate and timely acquisition of contractor provided information technology support to include hardware, software and communications.

Subfactor 5, Small Business (SB) Subcontracting Performance. The Government will evaluate the soundness of the offerors' proposed SB subcontracting efforts. All targets will be incorporated into and become part of any resulting contract. The offeror will be evaluated to determine the extent of participation of SB concerns, Historically Black Colleges and Universities and minority institutions in performance of the contract based on the following:

(a) Identification of the names and addresses of the subcontractor firms proposed, the specific supplies and/or services to be subcontracted to each and the dollar amount for each category for each period of the contract.

(b) Offeror's plan and commitment to meet the small business participation requirement in provision H-12.

(c) Compliance with the requirements of FAR 52.219-8, FAR 52.219-9, and DFARS 252.219-7003.

(d) The realism of the proposed plan to meet the requirement in paragraph (b) above and the offeror's experience

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in implementing an aggressive small business subcontracting program.

2. Past Performance Area. The past performance area considers the offerors' record of current and past performance to ascertain the probable ability to perform the required effort of this solicitation. The Government will focus its inquiries on the offerors' (and major subcontractors') record of performance as it relates to all solicitation requirements, including cost, schedule, performance, and management of subcontractors. Major subcontractors are defined as members of an offerors' overall team who are expected to perform 10% or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Absent any relevant current or past performance history within the past three years, the offeror would be considered an unknown performance risk and its proposal may not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and his current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 488190. Data used in conducting performance risk assessments shall not extend past three years prior to the issue date of the solicitation, but may include performance data generated during the past three years without regard to the contract award date.

3. Cost Area {Most Probable Cost(MPC)} is the Government's estimation of the cost of completing the contract using the offerors' technical and management approaches, adjusted by any additional cost to the Government, including use of the government facilities and government-furnished equipment requirements other than those specified in the PWS. If the evaluated total cost is less than the proposed, the proposed total cost becomes the recommended most probable cost. In evaluating this area the following approach will be used.

(1) The offerors' proposed rates, factors, and expenses will be examined to substantiate utilization of consistent forward pricing procedures, i.e., negotiated forward pricing rates, if applicable, or rates and factors contractors ordinarily utilize in proposals if no negotiated forward-pricing agreement exists. This includes indirect expense rates, projected rates, and projected expense pools.

(2) The rates and factors shall then be applied to the quantitative and qualitative analysis of the labor hours, travel, and other direct cost factors as developed by the Government which are proposed to accomplish the required efforts for the base contract and all options.

(3) MPC shall include a consideration of the evaluated quantitative and qualitative proposal in relation to the costs proposed against that resource mix. Most probable cost shall include a comparison of proposed rates with factors, as determined by the government to be equitable. These factors shall include, but not be limited to wage determination, professional compensation plans and average salary/wage rates. The comparison serves as a basis for determining the amount of risk inherent in an offerors' proposal.

(4) A complete evaluation of major subcontractors' most probable cost will be performed in the same manner as the offerors' as defined in paragraphs 1, 2 and 3 above. Major subcontractors are defined as members of an offerors' overall team who are expected to perform 10% or more of the proposed effort.

M-8 BASIS FOR AWARD

Selection of an offeror for award will be based upon an evaluation of the proposals for the basic effort and all options. Award will be made to that offeror whose proposal is determined to offer the best overall value to the Government based upon the evaluation criteria. Therefore, award may be made to other than the low offeror.

*** END OF NARRATIVE M 001 ***