

2. Amendment/Modification No.  0002	3. Effective Date  2003OCT07	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)  RFP
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6. Issued By  US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-OS-F SAM GONZALES (256)313-5711 REDSTONE ARSENAL AL 35898-5280  EMAIL: SAMUEL.GONZALES@REDSTONE.ARMY.MIL	Code	W58RGZ	7. Administered By (If other than Item 6)	Code	
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No.  DAAH23-03-R-0004		9B. Dated (See Item 11)  2003SEP03		10A. Modification Of Contract/Order No.		10B. Dated (See Item 13)
Code	Facility Code							

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. 2003NOV03 01:00pm

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

**12. Accounting And Appropriation Data (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America  By _____ (Signature of Contracting Officer)
	16C. Date Signed

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 41</b>
	PIIN/SIIN DAAH23-03-R-0004	MOD/AMD 0002

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The following administrative changes are made to RFP DAAH23-03-R-0004. All RFP text changes are underlined in the RFP slip sheets:

- a. Schedule B, CLIN X006AA: CLIN title is changed to read "AH1/UH1/T53".
- b. Schedule B, CLIN X011: CLIN Title is changed to add "T53".
- c. Schedule B, CLIN X014AC: Delete the reference to SOW paragraph 12 in the narrative.
- d. Schedule B, CLIN X014AA: Narrative is added to clarify that regular time is considered all effort equal to or less than 40 hours.
- e. Schedule B, CLIN X014AB: Narrative is added to clarify that premium time is considered all effort in excess of 40 hours.
- f. Schedule B, CLIN X015AA: Narrative is added to clarify that regular time is considered all effort equal to or less than 40 hours.
- g. Schedule B, CLIN X015AB: Narrative is added to clarify that premium time is considered all effort in excess of 40 hours.
- h. Schedule B: Add CLIN X008AE entitled Vendor Repair (Maintenance). CLIN narrative shall state, "Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing evaluation". As a result of this change, Section L-22, Paragraph 2.5.14 (Pricing) is amended to add this cost reimbursable CLIN X008AE. Additionally, Section M-6, Factor 4, paragraph 4 (H) (Pricing) is amended to add CLIN X008AE. Further, the RFP Crosswalk, Attachment 003 is amended to add CLIN X008AE.
- i. Section I: Add DFARS Clause, 252.217-7028, Over and Above.
- j. Section J: Amend SOW to delete last sentence O&A reference in paragraph 12.3.2 and to delete "foreign equivalency" language in paragraphs 9.0 and 9.7.
- k. Section J: Amend Attachment 007 GFP Consigned Parts/Equipment to add "Contractor Depot Equipment for Test/Evaluation Support of AH1 Cobra C-Nite and M-65" as GFE, not consigned parts, which will be sorted IAW with RFP Provision H-3. Due to copying variances, the page numbers on the revised Attachment 007 are 101-110 in lieu of the original 97-105.
- l. Section J: Attachment 066 entitled Industry Questions and Government Answers for formal RFP DAAH23-03-R-0004 is amended to include additional inquiries. Attachment 067 is added for information purposes to provide additional RFP Crosswalk clarification.
- m. Section J: CLIN X005AA Pricing Sheets 1, Attachment 009, and 2, Attachment 010, are amended to correct the erroneous Attachment number in the Amendment 001 change and to change all quantities to "1" for bidding purposes.
- n. Section H-16, paragraph 4.(a), 5th sentence, is amended , "which may include PMA parts manufactured in the US by a firm incorporated in the US, but shall not include parts manufactured in a foreign country and/or by a firm incorporated in a foreign country without the express authorization of the Contracting Officer for use "
- o. Standard Form 33 (Page 1), block 9, is amended to extend the RFP close date to November 3, 2003 at 1:00 p.m CST.

A-2 A copy of the all-inclusive RFP that incorporates all slip-sheeted changes through Amendment 002 will be provided in order to form a cohesive solicitation with sequentially numbered pages for proposal purposes. This revised RFP will be posted on the AMCOM Website which is located on the AMCOM Public Website web address under (Title: Foreign Military Sales Commercial Support Services. Offerors shall use the updated RFP for proposal purposes.

\*\*\* END OF NARRATIVE A 003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  <u>AH1/UH1/T53 CR CAP</u>  PROGRAM YEAR: 1 NOUN: AH1/UH1/T53 CR CAP  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____
0008AE	<u>VENDOR REPAIR (MAINTENANCE)</u>  PROGRAM YEAR: 1 NOUN: VENDOR REPAIR (MAINTENANCE)  <u>SOW 5; 9 (exc. 9.6.4; 9.7; 9.9); 8 (exc. 8.3)</u>  <u>Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing evaluation.</u>  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____
0011	<u>AH1/UH1/T53 REPAIR/RETURN PROGRAM (R&amp;R)</u>  NOUN: AH1/UH1/T53 REP/RET PRGRM SECURITY CLASS: Unclassified  PROGRAM YEAR: 1  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0014AA	<u>CFST (REGULAR TIME)</u>  PROGRAM YEAR: 1 NOUN: OFFSITE MAINTENANCE TEAM (RT)	10400	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AB	<p>Pricing IAW SOW 12(exc. 12.3.1)</p> <p>THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICED COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CFST (PREMIUM TIME)</u></p> <p>PROGRAM YEAR: 1                      NOUN: OFFSITE MAIN TEAM (PREM)</p> <p>Pricing IAW SOW 12 (exc 12.3.1)</p> <p>The Offeror shall propose firm fixed price hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only. <u>In addition, premium time is considered all effort in excess of 40 hours.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1000	HR		\$ _____
0014AC	<p><u>OFF-SITE PER DIEM (AS REQUIRED)</u></p> <p>PROGRAM YEAR: 1                      NOUN: OFF-SITE PER DIEM</p> <p><u>SOW Reference Deleted by Amendment 2.</u></p> <p>Cost Reimbursable CLIN with no Fee. This CLIN will neither be proposed or evaluated for the Pricing Evaluation.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AA	<p><u>OVER AND ABOVE REGULAR</u></p> <p>PROGRAM YEAR: 1                      NOUN: (O&amp;A) REGULAR</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS. (Changed by Amendment 2)</u></p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	5200	HR		\$ _____
0015AB	<p><u>OVER AND ABOVE PREMIUM TIME</u></p> <p>PROGRAM YEAR: 1                      NOUN: O &amp; A PREMIUM TIME</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICE COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, PREMIUM TIME IS CONSIDERED ALL EFFORT IN EXCESS OF 40 HOURS. (Changed by Amendment 2)</u></p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1000	HR		\$ _____
1006AA	<p><u>AH1/UH1/T53 CR CAP</u></p> <p>PROGRAM YEAR: 2                      NOUN: AH1/UH1/T53 CR CAP</p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AE	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>VENDOR REPAIR (MAINTENANCE)</u></p> <p>PROGRAM YEAR: 2                      NOUN: VENDOR REPAIR (MAINTENANCE)</p> <p>SOW 5; 9 (exc. 9.6.4; 9.7; 9.9); 8 (exc. 8.3)</p> <p><u>Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing evaluation.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
1014AA	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CFT REGULAR TIME (RT)</u></p> <p>PROGRAM YEAR: 2                      NOUN: OFFSITE MAINTENANCE TEAM (RT)</p> <p>Pricing IAW SOW 12(exc. 12.3.1)</p> <p>THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICED COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p>	10400	HR		\$ _____
1014AB	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CFT (PREM)</u></p> <p>PROGRAM YEAR: 2                      NOUN: OFFSITE MAIN TEAM (PREM)</p>	1000	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AC	<p>Pricing IAW SOW 12(exc. 12.2.1)</p> <p>The Offeror shall propose firm fixed price hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only. <u>In addition, premium time is considered all effort in excess of 40 hours.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>OFF-SITE PER DIEM (AS REQUIRED)</u></p> <p>PROGRAM YEAR: 2                      NOUN: OFF-SITE PER DIEM</p> <p><u>SOW Reference Deleted by Amendment 2.</u></p> <p>Cost Reimbursable CLIN with no Fee. This CLIN will neither be proposed or evaluated for the Pricing Evaluation.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____
1015AA	<p><u>OVER AND ABOVE (O&amp;A) REGULAR</u></p> <p>PROGRAM YEAR: 2                      NOUN: O &amp; A REGULAR</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p>	5200	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015AB	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>OVER AND ABOVE (O&amp;A) PREMIUM TIME</u></p> <p>PROGRAM YEAR: 2                      NOUN: O &amp; A PREMIUM TIME</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p>	1000	HR		\$ _____
2006AA	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>AH1/UH1/T53 CR CAP</u></p> <p>PROGRAM YEAR: 3                      NOUN: AH1/UH1/T53 CR CAP</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____
2008AE	<p><u>VENDOR REPAIR (MAINTENANCE)</u></p> <p>PROGRAM YEAR: 3                      NOUN: VENDOR REPAIR (MAINTENANCE)</p> <p><u>SOW 5; 9 (exc. 9.6.4; 9.7; 9.9); 8 (exc. 8.3)</u></p> <p><u>Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing</u></p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	<p><u>evaluation.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>AH1/UH1/T53 REPAIR/RETURN PROGRAM (R&amp;R)</u></p> <p>NOUN: AH1/UH1/T53 REP/RET PROGRAM                      SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 3</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>				
2014AA	<p><u>CFST (RT)</u></p> <p>PROGRAM YEAR: 3                      NOUN: OFFSITE MAINTENANCE TEAM (RT)</p> <p>Pricing IAW SOW 12 (exc 12.3.1)</p> <p>THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICED COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	10400	HR		\$ _____
2014AB	<p><u>CFT (PREM)</u></p> <p>PROGRAM YEAR: 3                      NOUN: OFFSITE MAIN TEAM (PREM)</p> <p>Pricing IAW SOW 12 (exc. 12.3.1)</p> <p>The Offeror shall propose firm fixed price</p>	1000	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AC	<p>hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only. <u>In addition, premium time is considered all effort in excess of 40 hours.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>OFF-SITE PER DIEM (AS REQUIRED)</u></p> <p>PROGRAM YEAR: 3                      NOUN: OFF-SITE PER DIEM</p> <p><u>SOW Reference Deleted by Amendment 2.</u></p> <p>Cost Reimbursable CLIN with no Fee. This CLIN will neither be proposed or evaluated for the Pricing Evaluation.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____
2015AA	<p><u>OVER AND ABOVE (O&amp;A) REGULAR</u></p> <p>PROGRAM YEAR: 3                      NOUN: O &amp; A REGULAR</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	5200	HR		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015AB	<p><u>OVER AND ABOVE PREMIUM TIME</u></p> <p>PROGRAM YEAR: 3                      NOUN: O &amp; A PREMIUM TIME</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS. (Changed by Amendment 2)</p> <p>_____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1000	HR		\$ _____
3006AA	<p><u>AH1/UH1/T53 CR CAP</u></p> <p>PROGRAM YEAR: 4                      NOUN: AH1/UH1/T53 CR CAP</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____
3008AE	<p><u>VENDOR REPAIR (MAINTENANCE)</u></p> <p>PROGRAM YEAR: 4                      NOUN: VENDOR REPAIR (MAINTENANCE)</p> <p>SOW 5; 9 (exc. 9.6.4; 9.7; 9.9); 8 (exc. 8.3)</p> <p><u>Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing evaluation.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	INSPECTION: Origin ACCEPTANCE: Origin  <u>AH1/UH1/T53 REPAIR/RETURN PROGRAM (R&amp;R)</u>  NOUN: AH1/UH1/T53 REP/RET PROGRAM SECURITY CLASS: Unclassified  PROGRAM YEAR: 4  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
3014AA	<u>CFST REGULAR TIME (RT)</u>  PROGRAM YEAR: 4 NOUN: OFFSITE MAINTENANCE TEAM (RT)  Pricing IAW SOW 12 (exc 12.3.1)  THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICED COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> <u>(Changed by Amendment 2)</u>  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	10400	HR		\$ _____
3014AB	<u>CFST (PREM)</u>  PROGRAM YEAR: 4 NOUN: OFFSITE MAIN TEAM (PREM)  Pricing IAW SOW 12 (exc. 12.3.1)  The Offeror shall propose firm fixed price hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only. <u>In addition, premium time is considered all effort in excess of 40 hours.</u> (Changed by Amendment 2)  (End of narrative B001)	1000	HR		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AC	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>OFF-SITE PER DIEM (AS REQUIRED)</p> <p>PROGRAM YEAR: 4                      NOUN: OFF-SITE PER DIEM</p> <p><u>SOW Reference Deleted by Amendment 2.</u></p> <p>Cost Reimbursable CLIN with no Fee. This CLIN will neither be proposed or evaluated for the Pricing Evaluation.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
3015AA	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>OVER AND ABOVE (O&amp;A) REGULAR</p> <p>PROGRAM YEAR: 4                      NOUN: O &amp; A REGULAR</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p>	5200	HR		\$ _____
3015AB	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>OVER AND ABOVE PREMIUM TIME</p>	1000	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AA	<p>PROGRAM YEAR: 4                      NOUN: O &amp; A PREMIUM TIME</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS. (Changed by Amendment 2)</p> <p>—</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>AH1/UH1/T53 CR CAP</u></p>	1	LO		\$ _____
4008AE	<p>PROGRAM YEAR: 5                      NOUN: AH1/UH1/T53 CR CAP</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>VENDOR REPAIR (MAINTENANCE)</u></p>	(E)	LO		\$ _____
4011	<p>PROGRAM YEAR: 4                      NOUN: VENDOR REPAIR (MAINTENANCE)</p> <p><u>SOW 5; 9 (exc. 9.6.4; 9.7; 9.9); 8 (exc. 8.3)</u>  <u>Cost Reimbursable CLIN. This CLIN shall neither be proposed nor evaluated for the pricing evaluation.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>AH1/UH1/T53 REPAIR/RETURN PROGRAM (R&amp;R)</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AA	<p>NOUN: AH1/UH1/T53 REP/RET PROGRAM                      SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 5</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>CFST (RT)</u></p> <p>PROGRAM YEAR: 5                      NOUN: OFFSITE MAINTENANCE TEAM (RT)</p> <p>Pricing IAW SOW 12 (exc 12.3.1)</p> <p>THE OFFEROR SHALL PROPOSE A FIRM FIXED PRICED COMPOSITE HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u>                      (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	10400	HR		\$ _____
4014AB	<p><u>CFST (PREM)</u></p> <p>PROGRAM YEAR: 5                      NOUN: OFFSITE MAIN TEAM (PREM)</p> <p>Pricing IAW SOW 12 (exc. 12.3.1)</p> <p>The Offeror shall propose firm fixed price hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only. <u>In addition, premium time is considered all effort in excess of 40 hours.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1000	HR		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAH23-03-R-0004 MOD/AMD 0002

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AC	<p><u>OFF-SITE PER DIEM (AS REQUIRED)</u></p> <p>PROGRAM YEAR: 5                      NOUN: OFF-SITE PER DIEM</p> <p><u>SOW Reference Deleted by Amendment 2.</u></p> <p>Cost Reimbursable CLIN with no Fee. This CLIN will neither be proposed or evaluated for the Pricing Evaluation.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____
4015AA	<p><u>OVER AND ABOVE REGULAR</u></p> <p>PROGRAM YEAR: 5                      NOUN: O &amp; A REGULAR</p> <p>Pricing IAW SOW 13</p> <p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	5200	HR		\$ _____
4015AB	<p><u>OVER AND ABOVE (O&amp;A) PREMIUM TIME</u></p> <p>PROGRAM YEAR: 5                      NOUN: O &amp; A PREMIUM TIME</p> <p>Pricing IAW SOW 13</p>	1000	HR		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE OFFEROR SHALL PROPOSE A COMPOSITE FIRM FIXED HOURLY RATE AND TOTAL PRICE BASED ON THE ESTIMATED QUANTITY CONTAINED HEREIN. <u>IN ADDITION, REGULAR HOURS ARE CONSIDERED ALL EFFORT EQUAL TO OR LESS THAN 40 HOURS.</u> (Changed by Amendment 2)</p> <p>—</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>				

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H-3 Government Furnished Property TMDE/GFSE (FAR 52.245-2):

The list of parts available for consignment under the Parts Supply Clause of Section H attached to this RFP contains peculiar ground support equipment (PGSE) and test, measurement, and diagnostic equipment (TMDE) which will be available for the contractor's use as GFP/GFE in the performance of this contract, but which is not available for use by the contractor in the performance of other contracts or available for sale to commercial customers. The PGSE/TMDE items that the contractor identifies that he desires to have available as GFP/GFM will be separately identified in an attachment to the award document. The GFP/GFM list attached to the RFP includes UH-1 items which will not be available for consignment until after contract award. While these lists reflect the approximate current USG supply positions with respect to these items, they are shown for informational purposes only, and the USG makes no representations or warranties that any such items will in fact be available for consignment or at the quantities and/or condition code codes reflected in the list. (Changed by amendment 1)

## H-4 Changes (FAR 52.243-1; 52.243-2; 52.243-3):

The contractor should note that parts supplied under this contract will not be specially manufactured for the Government in accordance with drawings, designs, or specifications furnished by the Government. Further, the contractor is required by the Statement of Work to plan against obsolescence and other supply problems and is responsible for all source approval and selection at the subcontractor/vendor level. For these reasons, no requests for equitable adjustment will be accepted or approved for these or other supply problems, which may impact the contractor in the performance of work performed under the CSS contract.

H-5 The contractor is required to identify the commercial part number proposed in substitution of the NSN identified at the CLIN X005AA Pricing Sheet Attachments 9 and 10 to Schedule B for pricing baselining purposes only, and the contractor shall not be required to supply that NSN in the performance of the contract. Rather, the contractor shall be required to supply the commercial part most appropriate at the time of requisition, IAW paragraph 4(a) of the Parts Supply Clause at Section H-16 and the Obsolescence/DMSMS provisions of paragraph 6.5 of the SOW. (Changed by Amendment 1)

## H-6 English Language:

All deliverables, with the exception of Spanish language training, shall be in the English language unless otherwise specified in the contract or the delivery order. (Changed by amendment 1)

## H-7 OFF-SHORE PROCUREMENT: Foreign Participation IAW 22USC2791(c), Section 42(c) of the Arms Export Control Act, &amp; DOD 5105.38-M, 90210 (Security Assistance Management Manual):

The prime contractor and all team members, if any, must be incorporated in the United States. No material manufactured outside of the United States may be used in the performance of this contract (with the exception of GFP/GFM) without the express written authorization of the PCO, or as permitted or required by the delivery order. No labor may be performed outside the United States without the express written authorization of the PCO, or as permitted or required by delivery order.

## H-8 Liquidated Damages Related to Small Business Minimum Participation Factor

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 finds that the contractor failed to make a good faith effort to comply with the minimum participation requirements, the Contractor shall pay the Government the actual amount by which the contractor failed to achieve each participation requirement.

## H-9 Security requirements

(A) This effort is unclassified and access to classified material or equipment is not anticipated.

(B) Any proposed public releases of information associated with this effort should be submitted to the Procuring Contracting Officer for review and approval 30 days prior to anticipated release.

(C) Physical security requirements for the safeguard of USG and Foreign government assets are required pursuant to SOW Paragraph 18.0.

## H-10 Organizational Conflict of Interest for Protection of Proprietary Data and Exclusionary Provision

(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 as contemplated by SUBPART 9.5 of the FAR.

(B) It is the intention of the parties that the contractor will not engage in any contractual activities which would 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.

(C) Therefore, the Contractor agrees to enter into a written agreement with any firm whose proprietary data is used in

**Name of Offeror or Contractor:**

connection with performance of the contract to protect all proprietary information from unauthorized disclosure or use for 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 and services or for any purpose other than that for which it was intended/furnished. The Contractor agrees that any data furnished by the Government shall be used only for performance under this contract, and all copies of such data shall be returned to the Government upon completion of the effort. 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 intended to protect information furnished voluntarily without limitations on its use or information generally available in the marketplace free from restricted/proprietary legends.

(D) Further, 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. This exclusion is effective during the period of performance of this contract. This exclusion may be waived by the Contracting Officer on a case-by-case basis. The Contractor further agrees not to accept requirements that would require it to analyze, review, evaluate or otherwise advise the Government regarding its own product that was prepared in performance of this contract or any other contract, in the event the Contractor is requested to perform such analysis or integration of services or supplies that would fall within this restriction, the contractor agrees to notify the Contracting Officer in writing.

(E) The Contractor will identify all relevant facts concerning any past, present, or planned interest/financial, actual, organizational or otherwise as a contractor, subcontractor, or consultant relating to the work to be performed and bearing on whether the offeror has a possible conflict of interest with respect to being able to render impartial, technically sound and objective assistance or advice.

(F) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries, and affiliates, any joint venture involving the contractor, any entity with which the contractor may hereafter merge or affiliate, or any other successor or assignee of the contractor.

(G) Should this contract be terminated in whole or in part at any time, then the above stated exclusions may be removed, at the discretion of the Contracting Officer, with respect to the terminated portion.

(H) Furthermore, the prime contractor shall incorporate an organizational conflict of interest provision into any subcontract at any level in performance of this contract. Such provision shall include at a minimum (1) protection of proprietary data and (2) exclusionary provisions such as those required by this contract.

## H-11 Contractor Teaming/Joint Venture/Performance Certification

The Contractor shall identify and detail all Teaming/Joint Venture Partnership/Sub-Contracting arrangements that have been established in support of the solicitation/contract.

All work done under this contract shall be performed by either the Prime Contractor/Teaming Member/Joint Venture Partner or their Subcontractors. Prior to execution of this contract, the Contractor will provide a written certification from the Prime Contractor/Teaming Members/Joint Venture Partners guaranteeing each company's respective performance and the performance of their subcontractors under this contract.

## H-12 Ordering

FAR 52.216-18 (DEVIATION)

OCT/1995

(A) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the schedule. Such orders may be issued from (date) through (date).

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

(C) If mailed, a delivery order or task order is considered "issued" when the government deposits the order in the mail. Orders may be issued orally, by facsimile, or be electronic commerce methods only if authorized in the schedule.

## H-13 Order Limitations

FAR 52.216-19 (DEVIATION)

OCT/1995

(A) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract,

(B) Deleted

(C) Deleted

(D) Deleted

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 20 of 41

PIIN/SIIN DAAH23-03-R-0004

MOD/AMD 0002

**Name of Offeror or Contractor:**

H-14 Indefinite Quantity FAR 52.216-22 (DEVIATION)

OCT/1995

(A) This is an Indefinite-Quantity contract for the supplies or services specified, and effective for the period stated in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

(B) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. DELETED. The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum."

(C) Except for any limitations on quantities in the order limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(D) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after (date).

H-15 Ordering Provisions for all CLINS (DEVIATION)

All requirements shall be contracted for in the following manner:

A. A task/delivery order shall be issued IAW FAR Clauses 52.216-18, 52.216-19, and 52.216-22. The first task/delivery order will be issued along with the ID/IQ basic ordering contract. As explained, the Government is under no obligation to procure any requirements beyond the minimum requirement in the initial task/delivery order. Due to the nature of the mission, there is no guarantee of an orderly or continuous flow of work or delivery orders. All delivery orders will be signed by the Contracting Officer. No work by the contractor shall be initiated prior to receipt of the delivery order.

B. The USG shall issue a separate delivery order for each FMS customer desiring to order services/supplies with the exception of common FSSP effort which shall be so identified in the delivery order.

C. Each Delivery Order shall incorporate, when appropriate, a supplemental Statement of Work (SOW) within the scope of basic SOW, tailored to specify the definitive requirements of the order.

D. For all funded O&A/NOT TO EXCEED CLINS established for a delivery order, the Contractor shall be responsible for maintaining funds control reporting and verification that sufficient funding is available to perform the work request authorization.

H-16 Parts Supply Clause

## 1. APPLICABILITY

The following clauses shall apply to all shipments under the contract.

## 2. DEFINITIONS

(a) "CAP" means contractor acquired parts.

(b) "Consumable" means an item not subject to economical recondition or repair for reuse when it becomes unserviceable (Army Source Maintenance Reliability Code Z).

(c) "Delivery incentive fee" is the fixed fee per part to which the contractor is entitled when the contractor has met the required fill rate in the previous quarter. This fee is \_\_\_ % [proposed] per part.

(d) "Demilitarization code" means the demilitarization code in accordance with DoD 4160.21-M.

(e) "Fill rate" means the percentage requisitions that are filled in their entirety and shipped within \_\_\_ [proposed] days of receipt of order during a performance period. The required fill rate shall be \_\_\_ % [proposed, but in no event less than 80%]. For example, if ten orders of ten are received and eight shipments of ten each and one shipment of five each are made within the required time frame in response to the order, a fill rate of 80% has been achieved. The fill rate achieved during each quarterly period will be used to determine whether the contractor is entitled to a delivery incentive fee for the following quarter.

(f) "Handling fee" (Fixed Burden Rate) is the fixed fee per part to which the contractor is entitled for supply parts under all parts supply CLINS with the exception of the firm fixed price (CLIN X005). This fee is \_\_\_% [proposed] per part of the cost of the part for CLIN X006AA (Cost Reimbursable) and \$\_\_\_ [proposed] per part for CLIN X004AA (Consigned) both of which will be used in satisfaction of the material requirements for maintenance (Clin X008), performance upgrades/MWO's Clin X009), engines (Clin X010 and Repair and Return (Clin X011) IAW the parts order of precedence. The "cost" of each part shall be determined IAW FAR 52.216-7; however all charges for material handling shall be reflected in the fixed handling fee and shall not be included in the "cost" of

**Name of Offeror or Contractor:**

the part by which the handling fee will be multiplied. (Changed by Amendment 1)

(g) "Performance period" means quarter.

(h) "Receipt of order" means the date on which the electronic transmission of the order or requisition from the USG to the contractor.

(i) "Reparable" means an item that can be reconditioned or economically repaired for reuse when it becomes unserviceable.

(j) "Required fill rate" means \_\_\_\_ % [proposed], the fill rate that the contractor must achieve in order to be entitled to receive a delivery incentive fee the following quarter.

(k) "Requisition" is synonymous with the term "order."

(l) "Shipment" means the date on which the contractor delivers the item(s) to the designated carrier. The "shipment date" is synonymous with the "delivery date."

(m) "Unique" parts are those that are unique to a given system, not common to any other system.

### 3. INVENTORY TRANSFER

(a) The contractor, at no additional cost to the government, shall physically transfer inventory selected by the contractor of AH-1 unique parts, including T53-L-703 engines and unique engine parts, and M65/CNITE Missile Armament System, 2.75 MM rocket management system (RMS) (but not including parts common to the UH-1 or T53-L-13B) from government to contractor storage within 60 days of contract award. The contractor shall physically transfer, at no additional cost to the government, UH-1 parts, including those common to the AH-1, and T53-L-13B parts, including those common to the T53-L-703, from government to contractor storage within 60 days of written notification from the PCO/ACO. The government will retain title to the inventory upon transfer to the contractor. The transferred inventory, except those parts identified as having a demilitarization code other than A or B in accordance with DoD 4160.21-M, may be used to satisfy both government and commercial demand. Upon requisition by the contractor for a USG part for commercial use, title will transfer to the contractor. In the case of UH-1 and T53-L-13B parts, the Contractor will be permitted to requisition USG stock, still in possession of the USG, for use in the performance of this contract; provided, however, that no such requisitioned parts shall be resold by the contractor for its commercial sales or used for other commercial purposes. (Changed by Amendment 1)

(b) Those parts having a demilitarization code other than A or B shall only be returned to the government upon requisition or properly disposed of as otherwise provided for in this contract, and may not be used by the contractor for purposes other than under this contract. All other USG-owned parts may be withdrawn from transferred inventory by the contractor and used by the contractor for uses other than under this contract, including without limitation for sales to the contractor's commercial customers. A monthly report of parts withdrawn by the contractor for uses other than under this contract shall be posted to CITIS no later than the 15th day of the following month. This report shall be in contractor format, and shall identify at a minimum the part by descriptive noun, NSN and/or part number, if applicable, quantity, date of withdrawal, and the most recent AMDF price. The contractor shall remit to the USG the most recent AMDF price of each part in the case of consumables. Repairables that are unserviceable may be withdrawn by the contractor for inventory for uses other than under this contract, although repair effort and costs shall be solely borne by the contractor. The contractor shall remit to the USG for the AMDF price of such parts based on the condition code of the part upon transfer to the contractor, IAW the provisions of DoD 7000.14-R. In the event the USG requisitions a reparable that is unserviceable, the contractor shall perform repairs to return the part to condition code A, as authorized by delivery order, before shipment. The contractor shall pay for all USG parts withdrawn from transferred inventory for commercial purposes in advance, by depositing on account a sum amounting to no less than the dollar value (as determined IAW paragraph 5(a) of this clause) of the parts estimated to be withdrawn from inventory by the contractor for one quarter. The account shall be re-funded when the sum on deposit reaches 20% (twenty percent) of the account's initial value, or at the beginning of the following calendar quarter, whichever occurs first. The contractor may adjust the dollar value on account by submitting a statement in writing to the PCO containing the new quarterly estimate, a brief explanation of change in circumstances affecting the demand, and a statement that the contractor submits the new estimate in good faith. Before withdrawing a part from inventory, the contractor shall submit to the USG (POC to be provided upon award) an electronic notification of the intent to withdraw, including the date of withdrawal, part number, NSN, nomenclature, serial number, quantity, ownership (IMMC or PM), and the dollar value of the part (as determined IAW paragraph 5(a) of this clause). The USG will then debit the contractor's account for the dollar value of the withdrawal. All funds remaining on account upon contract termination shall be refunded to the contractor, subject to an accounting of all GFP. (Changed by Amendment 1)

(c) Within 14 days of contract award, the government will provide the contractor with a finalized list of USG-owned AH-1, T53-L-703, M65/CNITE, and 2.75 MM rocket management system (RMS) parts available for transfer. Within 30 days of ceasing centralized item management functions for UH-1H/V and T-53-L-13B parts, the government will provide the contractor a finalized list of USG-owned UH-1H/V and T-53 parts available for transfer. The contractor shall bear the responsibility for verifying these lists and selecting parts for transfer before incorporating the parts into its inventory, and shall be solely responsible for ascertaining and determining the acceptability of such parts in all respects, including without limitation the part number, condition, currency (for example, the revision to which the part was manufactured or the quality standard under which it was manufactured), quality, hours of use or hours remaining before overhaul, and remaining shelf-life. Provided, however, that a USG representative shall be present at the transfer of such parts, and no parts may be transferred without the concurrence of the representative in the inventory. While the contractor shall bear no responsibility with respect to such parts when requisitioned by the USG (except with respect to the proper maintenance, storage, and safeguarding such parts under FAR Part 45), the USG shall bear no responsibility with respect to the contractor's use of such parts either for its own uses or for sale to its commercial customers, and disclaims all warranties, express or implied, including without limitation those with respect to merchantability, course of dealing, usage of

**Name of Offeror or Contractor:**

trade, or fitness for any particular purpose. The contractor agrees that any parts withdrawn by it for uses other than under this contract shall be at his own risk, and that the sale of such parts is "as is." The contractor shall be responsible for and bear the expense of loss or repairs required after removal of the parts from USG warehouses, except for reparable parts received in unserviceable condition as provided in paragraph (b) above. No Supply Discrepancy Reports of Economic Cost of Damage Reports will be accepted with respect to parts taken under contractor control pursuant to this clause. The contractor shall maintain a record of the transfer of the inventory, and a copy of such record and written acceptance of the inventory (DD 1149) shall accompany shipment of the parts from USG custody. Upon completion of the 60 day transition period after contract award, the contractor shall be responsible for meeting all contract requirements with respect to parts supply, regardless of the status of transfers of USG-owned parts, if any.

(d) The contractor shall not commingle government and contractor stock. The contractor shall be responsible and accountable for all government stock accepted into inventory, which shall be physically separately maintained, and the contractor shall account for all serialized parts by part number. All documentation transferred with USG parts (including without limitation FSCAP, demilitarization code, and condition code tags) shall be maintained and preserved by the contractor and transferred with such parts to the ultimate owner upon requisition either by the USG or the contractor for commercial use. The contractor shall provide for the preservation, protection, maintenance, and repair of the USG parts in accordance with sound commercial practices. The provisions of FAR Part 45 are applicable to this inventory except to the extent that they specifically conflict with the provisions of this clause. The contractor shall maintain a current accountable inventory of transferred USG stock. This inventory may be maintained electronically, provided the information is backed up in accordance with sound commercial practices. Such inventory shall be maintained and updated continuously, and shall be accessible to the USG via web in a "real time" manner via CITIS, as otherwise required in this contract. Further, the contractor shall develop and maintain a system whereby the USG may order parts electronically via web-based CITIS, as otherwise required in this contract. Orders may be placed in this manner whether for USG owned parts or CAP.

(e) The contractor may identify to the government furnished inventory that could be regarded as excess due to expiring shelf life, obsolescence, or other reasons. If the contracting officer concurs, upon direction of the PCO/ACO, the contractor shall dispose of such parts in accordance with FAR 45.610 and FAR 45.611.

**4. FILL RATES**

(a) As USG stocks are depleted, or immediately in the case of items for which there was no pre-existing USG stock or stock that has not yet been approved for transfer pursuant to paragraph 3 above, the contractor shall provide CAP as necessary to maintain contractual fill rates as required in this clause. For parts for which there is no commercial equivalent, contractor may use former government surplus as provided or if not obtainable within parameters, through CAP with substantially same form, fit or function. All UH-1 parts are exempted from fill rates until government stock is consigned approximately October 2004. The USG may continue to requisition USG UH-1 stock through the Army supply system through at least September 2004. (Changed by Amendment 1) With the exception of parts supplied IAW paragraph 4(b) below, all CAP parts shall be OEM or FAA certified (which may include PMA parts manufactured in the US by a firm incorporated in the US, but shall not include parts manufactured in a foreign country and/or by a firm incorporated in a foreign country without the express authorization of the Contracting Officer) for use on the BHTI 204, 205, or 212, and T53 engine or commercial equivalent engines, and all shall bear a commercial part number, and be equivalent to the NSN identified in the attachment to Section B of the contract in form, fit and function. (Changed by Amendment 2) The contractor shall be solely responsible for the selection of such substitute parts, including the approval and selection of subcontractors and vendors, and shall make such selections using a best value judgment taking into consideration quality, cost (with respect to CAP O&A), and other appropriate factors. The contractor is required by the contract to proactively plan against obsolescence and other supply problems which may impact the contractor's performance under this contract. With the exception of parts supplied in accordance with paragraph 4(b) below, in the case of consumables, all CAP shall be new and unused, shelf-life compliant. With the exception of parts supplied in accordance with paragraph 4(b) below, in the case of reparable parts, all CAP shall be either new and unused, or repaired/overhauled to condition code A.

(b) The contractor may supply former government surplus in the performance of this contract, subject to the following conditions:

- (i) The contractor shall evaluate any such parts to ensure that such parts:
- \*are actually former government surplus parts
  - \*are contained in the original, undamaged packaging
  - \*were never identified as Condition Code H, Condemned
  - \*were manufactured in accordance with QE Std 1 (or equivalent quality system as previously approved by the USG in the case of parts manufactured by Honeywell) and if repaired or overhauled, were repaired or overhauled in accordance with QE Std 2
  - \*are shelf-life compliant, if applicable
  - \*have not corroded, or if containing deteriorable parts or components (such as rubber or grease), such parts have not deteriorated
  - \*have not experienced any other damage, defects, or deterioration in the course of storage or transportation since the parts left US custody
  - \*have never been subject to any QDRs or other form of quality defect report or record
  - \*if serialized (by a contractor not under the USG SNRR program), do not have serial numbers that duplicate serial numbers of parts condemned by the USG

**Name of Offeror or Contractor:**

(ii) The contractor shall be solely responsible for obtaining and examining any contracts required for such evaluations, and for any inspections or testing required for such evaluations, and shall solely bear any expense for such evaluations.

(iii) The contractor shall give the USG notice via CITIS concurrently with the shipment of any former government surplus parts that such part or parts have been supplied under this contract.

(iv) With the notice of shipment of former government surplus parts, the contractor shall make a certification that an evaluation of such parts has been performed in accordance with paragraph 4(b)(i) above, and that the contractor warrants that said parts are compliant with all conditions as required above.

(v) In the event that the contractor is unable to make the required certification with respect to any part for any reason, including without limitation the physical inability or the impracticability of inspections or testing, then the contractor shall not supply such parts in the performance of this contract.

(c) The contractor shall maintain no less than the required fill rate for any and all USG-owned parts requisitioned under CLIN X004AA. A fill rate of less than this is determined to be an unacceptable level of performance, and if the calculated fill rate for two successive periods falls below this level, the government may terminate the contract for default. The contractor is entitled to the handling fee per part for parts ordered under this CLIN. The requisition of reparable parts that were received from the USG in unserviceable condition shall be excluded from the fill rate calculations.

(d) The contractor shall maintain no less than the required fill rate for any and all CAP parts ordered under CLIN X005AA, Fixed Price CAP. A fill rate of less than this is determined to be an unacceptable level of performance, and if the calculated fill rate for two successive periods falls below this level, the government may terminate the contract for default. Achievement of this fill rate for any one period entitles the contractor to the delivery incentive fee per part under CLIN X005AA for the following quarter.

(e) For parts ordered under CLIN X006, Cost Reimbursable CAP, the delivery schedule and price will be subject to negotiation; provided, however, that within 2 business days of receipt of an order for said parts, the contractor shall respond electronically (through CITIS) with a price quote and availability (estimated delivery date). The contractor is entitled to the handling fee for parts ordered under this CLIN.

(f) The contractor is entitled to the handling fee for parts requisitioned by the USG under all CLINS other than ( ) firm fixed price CAP (CLIN X005). The contractor is not entitled to delivery incentive fee for the delivery of parts ordered under any CLINS other than as specifically addressed in this clause. (Changed by Amendment 1)

(g) The fill rates for USG-owned parts and CAP parts ordered under CLIN X005 will be calculated separately on a quarterly, cumulative basis for all orders received in the quarterly reporting period, beginning upon completion of the 60 day transition period as otherwise provided for in this contract. The contractor shall calculate the fill rates for the preceding quarter and shall provide the calculated fill rates and the date on which these calculations were based by posting to CITIS no later than the end of the first calendar month following the quarter, and thereafter in the same manner, for USG review. If the contractor achieves the required fill rate in order to receive the delivery incentive fee for each part ordered or requisitioned the following quarter, the incentive shall be applied beginning two calendar months after completion of the reporting period, so that the reporting period and incentive period will be rolling quarters separated by two months. Complete records of the on-time fill rates shall be maintained by the contractor and made available for government review and inspection upon demand.

**5. FINANCIAL OBLIGATIONS**

(a) The contractor acknowledges and agrees that by acceptance of USG property, the contractor is liable for returning either the consigned part replacement part, as provided above, or payment equaling the most recent AMDF price of the part in the case of consumables, or payment equaling the most recent AMDF price as adjusted for the condition code in accordance with the provisions of DoD 7000.14-R in the case of reparable parts, notwithstanding any accident, loss, or damage, regardless of fault or lack thereof (with the exception of excess property disposed of through FAR Part 45 as provided above). The contractor may fulfill this obligation on subsequent contracts with the government upon the written mutual agreement of the parties.

(b) In the event that funds are obligated on the contract in advance of orders or requisitions placed for parts, the contractor shall track the funds remaining available on a continuous basis, by delivery order, country, CLIN and SLIN, and shall notify the USG when the level of funding reaches 20% of the original obligated amount. Once the 20% ceiling is met, the contractor shall not be authorized to fill any orders or perform any other work to be invoiced off these funds unless specifically authorized by the PCO/ACO or new funds are obligated on the contract with respect to that specific country, CLIN, and SLIN.

H-17 OVER-AND-ABOVE WORK (Applicable to CLIN(s) X008AD; X009AA; X0010; X011; & X015 "Over & Above")

The Contractor may be required to perform Over and Above (O&A, hereafter) Work for Maintenance and Engine Overhaul and Repair. In accordance with DFARS 252.217-7028, "Over and Above Work", Section I, herein, and subject to funding limitations under the referenced CLIN(s) established in Section B, the following procedures are established:

**Name of Offeror or Contractor:**

(a) Authorization to Proceed/Bill of Material/Rough Order of Magnitude (BOM & ROM): The Contractor is NOT authorized to proceed with items ordered under O&A without prior approval from the Contracting Officer. Authorization to proceed must be in writing. Verbal authorization by the Contracting Officer may be given in an emergency situation but shall be confirmed in writing by the Contracting Officer within fifteen (15) working days from the date of issuance. The Contractor shall notify the PCO/ACO if the written authorization is not received within fifteen (15) working days.

(b) Work Requests are required for work performed under the referenced CLIN(s). Each Work Request shall be a stand-alone document serially numbered beginning with the number one. Subsequent changes to Work Requests shall be identified by using the original Work Request number followed by an alphabetic designator beginning with "A". If more than one change is made, the alphabetic designator shall be consecutive. The Contractor shall certify thereon that the work is not covered by the basic fixed-price effort or under any other contract CLIN. The Contractor shall prepare Work Requests in a uniform format acceptable to and approved by the PCO. The Contractor shall submit the Work Request to the Government Representative. Upon request of the PCO, the Contractor shall also prepare consolidated Work Requests covering previously approved work.

(c) Over and Above Work Requests

(1) Procedures: When effort is required under the referenced CLIN(s), the Contractor shall promptly notify the Contracting Officer through the on-site QAR. Upon such notification, the Contracting Officer will issue an authorization and establish a limitation on funds to be expended. The Contractor shall not exceed this funding limitation unless and until the amount is expressly modified by the Contracting Officer. Upon receipt of the authorization from the Contracting Officer, the Contractor shall proceed with performance as provided by this work request authorization and contract terms. The Contractor shall not proceed without this authorization.

(2) Work Request Format: The Contractor shall submit separate Work Requests for work to be performed under individual CLIN(s). Work Requests shall contain, as a minimum, the following information:

- a. Aircraft identification
- b. Date prepared
- c. Work Request number
- d. How Malfunctioned
- e. When discovered
- f. Action taken
- g. Work area/Station (when applicable)
- h. Work zone (when applicable)
- i. Aircraft station (when applicable)
- j. CLIN/SubCLIN
- k. CLIN units
- l. Narrative description of defect
- m. Proposed man-hours
- n. Part numbers and quantity
- o. Proposed corrective action with criteria for performance(i.e., technical publication paragraph)
- p. Operations breakdown with number of man-hours per step when proposed man-hours are 8 or more
- q. Cost breakout by: materials, labor, other direct cost-FFP, other direct cost reimbursable
- r. Repair schedule/ time frame

(d) Definitization Of Work Requests:

The Contracting Officer will definitize Work Requests based on direct ("hands on") labor hours multiplied by the composite labor rate cited in Section B for the applicable CLIN. The number of direct ("hands on") labor hours required will be negotiated between the Contractor and the Contracting Officer. Direct ("hands on") labor hours are the labor hours performed by personnel actually engaged in the direct performance of work required. Direct labor does not include any labor performed by support or supervisory personnel, such as, but not limited to, timekeepers, payroll clerks, purchasing, material handling, quality control, storing, and issuing personnel. Quality control personnel are those persons who apply standards to finished work or products to determine that finished production work is serviceable in all respects. Direct parts and materials, and travel and per diem (authorized in advance by the Government), required to perform the Over & Above work shall be reimbursed under O&A CLINs, as applicable. Failure to agree upon total allowable, allocable price shall be subject to the "Disputes" clause of this contract. The Contracting Officer will prepare and execute a bilateral contract modification for approved, definitized Work Requests, and forward two (2) copies of the resulting modification to the Contracting Officer.

(e) At any time during the contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor, the Contracting Officer may request a negotiation to establish a firm-fixed-price (fixed-price item) for that item for the remaining life of the contract. All such changes will be made to the contract by the PCO.

**Name of Offeror or Contractor:**

(f) Authority To Negotiate: The Contractor shall provide the Contracting Officer a list of names of individuals authorized to bind the company and specify the limitations of their authority. This list shall reflect the information provided in Section K, herein, FAR clause 52.215-11, "Authorized Negotiators". It is the Contractor's responsibility to keep this list current.

H-18 No technical data, government services, hardware, equipment, special tooling not specifically identified as such in the contract will be provided as Government Furnished Property/Equipment/Information. No provisions are made in the Solicitation to provide property/equipment/information other than selected Government stock to be consigned and country specific aircraft configuration data as required, and the T53 DMWR. No provisions are in the Solicitation to furnish the UH1 Aircraft required for the UH1 training requirements in SOW Section 14 as GFP.

H-19 The Contractor shall provide all products, technical and other data, services, and facilities required for the full performance of the contract requirements.

H-20 Commercial Support Services (CSS) Transition  
During the period from the date of contract award of the first performance period in Delivery Order 0001, The Contractor will perform Transition Activities IAW the proposed Transition Plan (as provided by the successful Offeror and incorporated into the contract as an attachment at award). The Contractor shall be paid upon a successful demonstration of transition activities IAW the Transition Plan. Any recurring transition expenses shall be included in the Contractor's firm fixed pricing, as appropriate.

H-21 Ground And Flight Risk Clause (DFARS 252.228-7001) and Army Regulation 95-20 apply to FMS Country Aircraft and contractor operations unless otherwise specified by the Delivery Order.

H-22 OFF-SHORE PROCUREMENT: Foreign Participation IAW 22USA2791(c), Section 42(c) of the Arms Export Control Act, & DOD 5105.38-M, 90210 (Security Assistance Management Manual):  
The prime contractor and all team members, if any, must be incorporated in the United States. No material manufactured outside of the United States may be used in the performance of this contract (with the exception of GFP/GFM) without the express written authorization of the PCO, or as permitted or required by the delivery order. No labor may be performed outside the United States without the express written authorization of PCO, or as permitted or required by delivery order.

H-23 FAR 52.228-3 "Workers' Compensation Insurance" and DFARS 252.228-7000 "Reimbursement for War-Hazard Losses" do not apply to this contract. no waiver of the Defense Base Operations act will be granted.

H-24 The contractor is responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles. The contracting officer may disallow all or part of a claimed cost which is inadequately supported

H-25 Minimum Small Business Participation Requirements  
In performance of this contract, the contractor shall ensure that a minimum of 30% of the total obligated value is performed by small business concerns. Within this total small business requirement, the following participation levels shall be set:

Small Disadvantaged Business	<u>10%</u>
HUBZone Small Business	<u>1%</u>
Service Disabled Veteran Owned Small Business	<u>1%</u>

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 or within reasonable proximity of 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.

H-26 52.242-4702 Technical Liaison and Surveillance Clause JUN/1997

Performance by the Contractor of the functional aspects of the delivery/task orders awarded under this contract shall be under the cognizance of the Contracting Officer's Representative (COR)/Technical Monitor. All functional liaison and functional surveillance of the contractor, within the scope of this contract, will be furnished by THE COR/Technical Monitor, or his authorized representative. Communication of functional matters pertaining to this contract shall be directly between the Contractor and the US Army Aviation and Missile Command, Security Assistance Management Directorate (SAMDM), AMSAM-SA/ATTN: COR/ Technical Monitor, Redstone Arsenal, AL 35898, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract, or delivery/task orders awarded under this contract, which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAH23-03-R-0004 <b>MOD/AMD</b> 0002	<b>Page 26 of 41</b>
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**Name of Offeror or Contractor:**

Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to delivery/task orders effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

H-27. Rent-Free Use of Government Owned Property

No Government Furnished Property (GFP) shall be proposed other than that identified in the RFP with the exception of public-private partnerships under 10 USC Section 2474, which applies to depots designated as Centers of Industrial and Technical Excellence under the statute.

\*\*\* END OF NARRATIVE H 002 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 27 of 41**

**PIIN/SIIN** DAAH23-03-R-0004

**MOD/AMD** 0002

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.217-7028	OVER AND ABOVE WORK	DEC/1991

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 28 of 41

PIIN/SIIN DAAH23-03-R-0004

MOD/AMD 0002

**Name of Offeror or Contractor:**

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	UH1/AH1 SOW CSS FSSP	14-AUG-2003	045	ELECTRONIC IMAGE
Attachment 002	RFP CROSSWALK:SOW,CLIN,SEC L&M	18-AUG-2003	002	ELECTRONIC IMAGE
Attachment 007	GFP LIST OF CONSIGNED STOCK CLIN X004	25-JUL-2003	030	ELECTRONIC IMAGE
Attachment 009	CLIN X005AA FFP CAP PRICING SHEET 1	25-JUL-2003	050	ELECTRONIC IMAGE
Attachment 010	CLIN X005AA FFP CAP PRICING SHEET 2	25-JUL-2003	017	ELECTRONIC IMAGE
Attachment 066	INDUSTRY QUESTIONS AND ANSWERS	24-SEP-2003	010	ELECTRONIC IMAGE
Attachment 067	RFP CROSSWALK SUMMARY	01-OCT-2003	003	ELECTRONIC IMAGE

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 29 of 41

PIIN/SIIN DAAH23-03-R-0004

MOD/AMD 0002

**Name of Offeror or Contractor:**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
L-22 PROPOSAL SUBMISSION

## 1 General Instructions

1.1 The purpose of this section is to provide guidance to the Offeror concerning the content and organization of the proposal. Each Offeror shall structure and define their proposal so as to satisfy all requirements as set forth in this RFP. The proposal must comply fully with these instructions. Proposals must be submitted in sufficient detail to allow government evaluation of response to the requirements of the Request for Proposal (RFP). Failure to do so may be cause for proposal rejection. The proposal must include all of the information requested in these instructions. Offerors are required to submit a complete written proposal that complies with all requirements of the RFP including certifications required in Section K, all exhibits and attachments. The government will not assume the Offeror possesses any capability, understanding, or commitment unless specified in the proposal.

1.2 To be considered for an award, an Offeror must submit a complete response to the Request for Proposal (RFP)/SF33 plus six (6) Volumes. The title for each Volume is shown in the table below. Offeror will be required to submit one original and four hard copies of the complete proposal with two additional hard copy sets, one to the cognizant DCAA and one to cognizant DCMA, each to include the signed SF33. (Changed by Amendment 1)

VOLUME TITLE	FILE NAME	MAX # OF PAGES
SF33-Proposal (Cover Page through Section K Reqs and Certs)	SF33	N/A
Volume I-Executive Summary	EXSUM.DOC	50
Volume II - Technical	TECH.DOC	300
*Total Program Management		
*Engineering		
*Materiel Management		
*Maintenance		
*Training		
*Transition		
Volume III - Price	PRICE.DOC EXCEL 2000	No Limit
Volume IV - Past Performance	PASTPER.DOC	25 Exc Attach
*Technical Performance		
*Schedule/Delivery		
*Cost		
*Small Bus Sub Record		
Volume V - Small Business Subcontracting & Participation Plan	SMALLBUS.DOC	25
Volume VI - Certifications	CERT.DOC	10
*Min Small Business		
*FAR Part 145 Rep Facilities		
*ISO 9000:2000		

1.2.1 All information shall be confined to the appropriate file. The Offeror shall confine the submissions to essential matters, sufficient to define the proposal and to provide an adequate basis for evaluation.

1.2.2 No price information shall be presented in any part of the proposal except in Volume III.

1.2.3 The SF33 and Volumes I through VI shall be assigned the file names indicated in the above Table with a three to five letter indicator added at the start of each file to indicate the Offeror's name. For example, a submittal by XYZ Corporation would read XYZEXSUM.doc.

1.2.4 The following specific instructions for submission of SF33 proposals are provided below:

1.2.4.1 Submission of one (1) signed original hardcopy and four (4) copies of the Standard Form SF33 proposal with all attachments shall be submitted.

1.2.4.2 It is essential that ALL SPACES AND BLOCKS ON STANDARD FORM 33 AND ATTACHED FORMS BE COMPLETED AND SIGNED BY AN AGENT OF THE OFFEROR, A PERSON AUTHORIZED TO ENTER INTO THE PROPOSED CONTRACT ON BEHALF OF THE OFFEROR. Acknowledgements of amendments should be

**Name of Offeror or Contractor:**

accomplished on the face of the Standard Form 33 or included in a signed copy of the amendment with the proposal submission.

1.2.4.3 Complete all applicable fill-ins on Section G, H, and Section I. Complete the appropriate representations, certifications, etc. in Section K.

1.2.4.4 Carefully read and review information and instructions in Section L. Provide all information/documentation specifically requested in Section L.

1.2.5 Specific instructions for submission of Volumes I-VI are provided below:

1.2.5.1 Each Offeror (Prime and Teaming Members/Major Subcontractors) shall submit one (1) original proposal hardcopy set of Volumes I, II, IV, V and VI, and 15 digital sets, CD-ROM IBM compatible format. One set of disks shall be labeled with the Offeror's name and POC. The remaining 14 sets of disks SHALL NOT be labeled with the Offeror's name or other identifying information.

1.2.5.2 Offeror shall submit one (1) original and four (4) hardcopy proposal sets of Pricing Volume III plus 4 digital CD-ROM IBM compatible format sets.

1.2.5.3 Each set of CDs shall contain an individual CD for each volume submitted. The following requirements apply to all digital submissions:

1.2.5.3.1 Submissions shall only contain files compatible with Microsoft Word 2000 and Microsoft Excel 2000

1.2.5.3.2 Offerors are fully responsible for completing each of the digital file formats with the identical data supplied in the hardcopy proposal.

1.2.5.3.3 Disk(s) shall be clearly labeled with appropriate markings to include the RFP number, Volume number, and list of files contained on the CD with no company identification other than the first copy.

1.3 The proposal shall be submitted to the US Army Aviation and Missile Command, Bldg 5303, AMSAM-AC-OS-F/ Fred Carr, Contracting Officer, Redstone Arsenal, Alabama 35898.

1.4 One copy of the complete proposal should be submitted to the Offeror's cognizant Defense Contract Audit Agency and the Defense Contract Management Area/Center.

**1.5 NOTICES TO OFFERORS****1.5.1 Notice Concerning Proposal Cross-Referencing**

The government is not required to cross-reference between volumes of the proposal to obtain required information. The government is not required to search for data to cure deficiencies found in proposals. The burden of providing an acceptable proposal remains with the offeror. Proposals that do not contain the required information requested by this section and by the RFP as a whole, risk rejection by the government.

**1.5.2 Notice Concerning Organizational Conflicts of Interest**

Any contractor having participated in the development of any requirements for this contract must identify the degree of participation and any recommended steps to be taken to mitigate any competitive advantage that may have resulted from said performance. Without the identification and mitigation recommendation, proposals submitted by offerors having prior knowledge of the contract requirements will not be considered for award.

**2 Proposal Format**

2.1 The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of the stated claims. The proposal shall contain rationale to address how the Offeror intends to meet the requirements. Offerors shall assume the government has no prior knowledge of the Offeror's facilities or experience and shall base its evaluation solely on the information presented in the Offeror's proposal. All appendices and attachments to the proposal shall contain only data or information that supports the proposal. Appendices and attachments shall be included in the page count. As stated the proposal shall be submitted in 6 separate Volumes. The volumes shall be numbered and titled IAW with the Proposal Table in Section L\_\_\_, Paragraphs 1.1 and 2.2.

**2.1.2 Each volume shall contain:****2.1.2.1 Title Page**

2.1.2.2 A Table of Contents, which shall include a list of Tables, Figures, Appendices and Attachments for that volume, and a Glossary of all abbreviations and acronyms used. These pages shall not be included in the page count limitation.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 31 of 41</b>
	PIIN/SIIN DAAH23-03-R-0004	MOD/AMD 0002

**Name of Offeror or Contractor:**

2.1.2.3 A single-table cross-reference of the offerors response in that volume to the Statement of Work paragraph, evaluation criteria, and special instructions. These pages shall not be included in the page count limitation.

2.1.3 All pages shall be sequentially numbered. Only material allocated to a specific section shall be contained in that section. The total number of pages for each volume shall not exceed the number shown in the table in Section 1.1 above. Page counts shall be made by counting pages front to back consecutively; lines per page count shall be made top to bottom. Foldouts shall be counted as two (2) pages. Footnotes shall be included in the line counts. Pages exceeding the page and line limits set forth for each volume shall be deleted and not evaluated. All documentation, including tables, shall be provided in the English language with the font size no smaller than 12 point. The font size for Figures and Charts shall be no smaller than 9 point. Pages shall be 8 by 11 inches in size shall have at least a 1" margin on all four sides and contain no more than 50 lines per page.

2.2 VOLUME I - Executive Summary

2.2.1 Narrative Summary

The Executive Summary shall provide a concise, narrative summary of the entire proposal, including a description of the Offeror's team, an organizational chart identifying key personnel names, positions and contact information, significant risks, management integration approach, and highlight any key or unique features, excluding price. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. Information that does not appear elsewhere within the allotted pages of the written proposal volumes, attachments and appendices, shall not be presented in the Executive Summary. The Executive Summary shall not be evaluated.

2.2.2 Table of Contents (does not contribute to page count)

The Offeror shall provide a master Table of Contents of the entire proposal. In addition, a master cross-reference matrix shall be provided that traces proposal information to the appropriate RFP document: Schedule B, Section L, SOW, Performance Specifications, Section M, as applicable. There shall be no page limitation for the Table of Contents or the cross-reference matrix.

2.3 VOLUME II - TECHNICAL

2.3.1 Volume II shall contain a full discussion of how the proposed approach intends to meet or exceed the requirements identified in the respective paragraphs of the SOW.

2.3.2 Volume II shall be partitioned as follows:

- Volume II, Section 1, TPM, SOW Paragraph 4, 18, 19
- Volume II, Section 1, Tab A: Teaming
- Volume II, Section 1, Tab B: Non-Disclosure
- Volume II, Section 2, Engineering, SOW Paragraphs 6, 12.3.1, 15.1.1, 15.1.2, 9.7.2
- Volume II, Section 3, Materiel Management, SOW 7, 8, & Contract Section H-16
- Volume II, Section 4, Maintenance, SOW Paragraph 5, 8 (exc. 8.3), 9, & 10,
  - Volume II, Section 5, Training, SOW Paragraph 14
  - Volume II, Section 6, Transition, SOW Paragraph 17

2.3.3 Contents of the Technical Sections are defined as follows:

2.3.3.1 Volume II, Section 1: TPM, SOW Paragraphs 4, 18, 19

2.3.3.1.1 TOTAL PROGRAM MANAGEMENT

The Offeror shall describe in detail his resources, approach and experience for performance of full integration of all program management functions IAW SOW paragraphs 4, 18, and 19 in support of the Commercial Support Services (CSS) contract for the foreign military customers. The offeror shall provide metrics for measuring and rating program activities associated with TPM.

2.3.3.1.1.1 TECHNICAL DATA

The Offeror shall demonstrate that it has rights or access to all technical data necessary to perform all aspects of the work. The Offeror shall describe in detail and provide documentary evidence of such rights, including without limitation licensing agreements. If the Offeror has proprietary rights to any technical data by virtue of development, it shall so certify.

2.3.3.1.1.2 PROGRAM INTEGRATION

The contractor shall describe in detail its approach and experience in the performance of all program integration tasks and activities

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 32 of 41</b>
	PIIN/SIIN DAAH23-03-R-0004	MOD/AMD 0002

**Name of Offeror or Contractor:**

to ensure overall planning, direction and control of the CSS FSSP Program for the AH-1/UH-1 aircraft and associated parts and equipment. The contractor shall describe how it plans to perform the contract requirements during peacetime, wartime, and contingency operations.

2.3.3.1.1.3 INVENTORY AND DOCUMENT CONTROL

The contractor shall describe in detail its approach and experience in the development and maintenance of a control system providing real time stock, store, and issue inventory data IAW paragraph 4.4.7 of the SOW.

2.3.3.1.1.4 INTEGRATED MATERIEL MANAGEMENT

The Contractor shall describe in detail its approach and experience and Integrated Logistics Support (ILS) planning, management, and program documentation for the total aircraft, mission equipment, associated PGSE, TMDE, and training devices and other equipment. The Offeror shall focus on its approach to management and oversight of the integrated materiel management program, to include without limitation performance metrics and reporting.

2.3.3.1.1.5 MANAGEMENT INFORMATION SYSTEM / CITIS

The Offeror shall describe in detail his plan to provide the Government web-based access to all required data in accordance with the requirements of the statement of work. The offeror shall describe, without limitation, the functionality provided (with graphical representations/screen prints), how the offeror will make available the system and its real-time accuracy, the forms that will be generated, and system administration functionality such as user authentication processes, on-line help, and telephone support. The offeror's description shall also include a list of the software and hardware products used to perform the contract requirements. The offeror shall also include a description of continuity of operations should some emergency situation (power outage, weather, hardware failure, etc.) occur that would make the system unavailable through its normal access. The Offeror shall provide guest password(s) to access the Offeror's proposed CITIS system if available.

2.3.3.1.1.6 FINANCIAL/ADEQUATE ACCOUNTING SYSTEM

The Offeror shall submit documentation/evidence to demonstrate adequate financial resources to perform the contract and appropriate compliance with Section K Cost Accounting Standards. The proposal (for both large or small business as appropriate) shall represent at a minimum:

2.3.3.1.1.6.1 Adequate accounting systems for estimating and determining costs allowable to this contract IAW cost reimbursable and time and materiel CLIN requirements and cost/schedule reporting requirements of the contract.

2.3.3.1.1.6.2 All outstanding CAS non-compliance issues or other estimating or accounting system deficiencies as identified by commercial or governmental auditing agencies.

2.3.3.1.1.6.3 Business/financial plan that addresses cash flow requirements for the first 180 days of contract operation. The plan shall include: 1) Capital Assets and/or Line of Credit Resources, and 2) A "quick" asset to liability report (balance sheet). Any offeror legally structured to limit liability of its shareholders, partners, or other financial participants (i.e. a Limited Liability Corporation or a Joint Venture) may be required to present performance guarantees from any or all of its participants.

2.3.3.1.1.7 Tab A: Teaming

The Offeror shall detail all teaming/partnership/sub-contracting arrangements that have been established in support of this RFP. This listing shall include, but is not limited to, the percentage of total contract each entity is expected to contribute over the life of the contract.

2.3.3.1.1.8 Tab B: Non-Disclosure

The Offeror shall certify that they have not divested any information of the contents of this RFP or information of the FSSP, or countries it supports, to any parties that do not have an expressed "need to know". Additionally, the Offeror shall certify all non-disclosure agreements it has with any teaming/partnership/sub-contracting partners in support of this RFP and contract.

2.3.3.2 Volume II, Section 2: Engineering, SOW Paragraphs 6, 12.3.1, 15.1.1, 15.1.2, & 9.7.2

2.3.3.2.1 The Offeror shall address all applicable SOW references. The Offeror shall describe the approach, including detailed design, plans, and processes and how it shall meet each SOW requirement of subject paragraphs and the RFP.

2.3.3.2.2 The Offeror shall describe its approach and experience used in meeting all quality and safety issues, including without limitation systems improvements, airworthiness directives, advisory circulars, service bulletins, safety of flights, quality system plan, and configuration management and control, as described in the applicable SOW paragraph(s). The Offeror shall describe in detail its plan, procedures, and methodology for assuming configuration management responsibility (including establishment of baseline configurations) for the engines, and associated parts and equipment and technical publications and data, as well as country-specific configuration management responsibility. The Offeror shall detail its planned obsolescence program for identifying and solving materiel obsolescence and shortages in a proactive and timely manner. The Contractor's Quality System Plan shall include the Contractor's commitment to quality, system elements, policy, performance metrics, and evidence of the Contractor's intent to comply with the contract

**Name of Offeror or Contractor:**

quality requirements as stated in Section E. of the contract and shall contain ISO 9000:2000.

2.3.3.3 Volume II, Section 3: Materiel Management, SOW Paragraphs 7, 8, and Section H-16

2.3.3.3.1 The Offeror shall detail his approach and experience for performing and achieving all materiel requirements of the contract, including without limitation Item Management (forecasting, procurement, stock control, receipt, storage, and issuance) of all parts and components of all systems within the scope of this contract. The Offeror shall propose the required fill rate and turn around time in accordance with the provisions of the parts supply clause of Section H.

2.3.3.4 Volume II, Section 4: Repair, Refurbishment, Maintenance, and Upgrades, SOW Paragraphs 5, 8, 9, 10 and 12 (exc. 12.3.1)

2.3.3.4.1 The Offeror shall detail his approach and experience for conducting airframe, engine, and component repair, refurbishment, maintenance, modifications, and upgrade and for the airframe and components IAW applicable SOW paragraphs. The Offeror shall demonstrate his understanding of the Reliability Centered Maintenance concept and application to the work, and detail his proposed use of a single common, automated maintenance management system. The Offeror shall detail his experience in the repair, overhaul, and refurbishment of all systems and components within the scope of this contract. In particular, the Offeror shall describe in detail its approach to overhauling and converting the engines, including without limitation access to necessary technical data, use of OEM or FAA parts and former government surplus parts where permissible and approach used to create 2400 hour, 3000 hour, and 5000 hour TBO engines.

2.3.3.4.2 The Offeror shall detail his approach and experience in the establishment of a component repair and return program.

2.3.3.5 Volume II, Section 5: Training, SOW Paragraph 14

The Offeror shall describe his approach and experience used to provide both CONUS and OCONUS UH-1 flight/maintenance training and OCONUS AH-1flight/maintenance training aircraft as addressed in SOW paragraph 14. The Offeror shall detail access to all necessary aircraft and maintenance, instructor pilots, flight training areas of operation, flight line, maintenance, and classroom facilities, flight simulators and simulations, and simulator and simulations buildings to be utilized, operational and maintenance training methodologies and plan.

2.3.3.6 Volume II, Section 6: Transition, SOW Paragraph 17

The Offeror shall fully describe the "phase-in" and "phase-out" approaches to be used IAW all applicable SOW references, detailing schedules, milestones, and methodologies for meeting transition milestones, as well as planned reporting to demonstrate successful completion of transition activities. In proposing details involving "phase-out", assume a ten-year period of performance. The Offeror shall demonstrate his ability to meet the contract requirement of a 60-day transition phase-in period.

2.5 VOLUME III - Price

The Offeror's Price Volume must:

2.5.1 Include complete and realistic prices with a narrative description of the methodology used to produce the prices to include information on derivation of composite rates proposed, e.g., labor categories, etc.

2.5.2 Submission of Cost or Pricing Data is not required at this time; however, in limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. Therefore, the Government reserves the right to request any data necessary to support a fair and reasonable price.

2.5.3 Demonstrate the price proposed is complete and realistic. The Offeror shall submit their total proposed cost by Contract Line Item Number (CLIN)/Sub-Line Number (SLIN) and Schedule B Attachment Pricing Sheet(s) Line(s) Proposals shall include a grand summary price breakdown by Schedule B, Contract Line Item (CLIN)/Sub-Contract Line Item (SLIN)/Schedule B Attachment Pricing Sheet(s) Line(s), and Total Price Proposed (Reference Section M-5, Factor 4 Pricing). The grand summary must clearly show the extended total price offered based on all the estimated quantities in the Solicitation Schedule B for CLINS/SLINS Schedule B Attachment Pricing Sheet(s) Line(s) included in the price evaluation (Reference Section M-5, Factor 4 Pricing). A grand roll-up contract price (for pricing evaluation only) must be provided for the proposal to be considered.

2.5.4 The proposed price for each CLIN must be mathematically balanced with the total proposed price; that is, the proposed price for each CLIN must bear a reasonable and logical relationship to the costs plus profit which are associated with it (not significantly overstated for some work and understated for other work). The Government may reject a proposal determined to be mathematically unbalanced.

ADDITIONAL INSTRUCTIONS ARE PROVIDED REGARDING PRICING OF FOLLOWING CLINS:

2.5.5 CLINS X001AA, X003AA, X007AB, X008AD, X009AA, X010AA, X0011AA, X014AA, X014AB, X015AA, X015AB, X018AA: The Offeror shall propose firm fixed price hourly rates, which shall be multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only.

**Name of Offeror or Contractor:**

2.5.6 CLIN X004AA, X005AA, X005AB: The Offeror shall provide all the required pricing information in Schedule B Pricing Attachment Sheets and Contract Section H-16 Parts Supply Clause for Materiel CLINS as applicable.

2.5.7 CLIN X004AA (management/handling government consigned stock): The contractor shall receive a handling fee only IAW the terms and conditions of the Parts Supply Clause in Section H-16. The handling fee shall be proposed in Schedule B as a direct charge dollar amount to be paid IAW standard Government unit of issue. For pricing evaluation purposes only, in Schedule B, the Offeror shall multiply the proposed fee amount against the Government's number of parts based on a unit of issue of each that is estimated to be handled for FMS customers per year. Additionally, the Contractor shall annotate the Parts Supply Clause in Section H-16 with the proposed handling fee.

2.5.8 CLIN X005AA: The proposed UNIT price (IAW part's industry standard Commercial unit of issue) for each part under CLIN X005AA shall be the price for a commercial part substitute for the NSN (as identified with the proposed commercial part number for pricing evaluation and contract baseline purposes and priced in the CLIN X005AA Pricing Sheet, Attachments 9 and 10).

2.5.9 CLIN X005AB: The Offeror shall propose a "fixed rate" delivery performance incentive fee in Schedule B that may be earned IAW the terms of the Parts Supply Clause, Section H-16 if the proposed required fill-rates and turn around times proposed and required for CLIN X005AA are achieved. For pricing evaluation purposes only, the Offeror shall multiply the proposed rate against the total price of all parts reflected in CLIN X005AA to derive a total per year. The proposed Delivery Incentive Fee Rate shall also be annotated in the Parts Supply Clause required fill-ins in addition to the proposed required fill rate and turn around time, which will be evaluated in the Technical Proposal.

2.5.10 CLIN X006AA: The Offeror shall propose a "fixed-rate" handling fee applied to the price of each part IAW the Parts Supply Clause of contract Section H-16. For pricing evaluation purposes only, the Offeror shall multiply the proposed rate by the Government's estimated materiel dollars in Schedule B, established for pricing evaluation purposes only.

2.5.11 CLINS X008AA, X008AB, X013AA: The Offeror shall propose firm fixed unit prices, which the Offeror shall multiply by the Government's estimated quantities, established in Schedule B for pricing evaluation purposes only.

2.5.12 CLIN X009AB: The Offeror shall propose FFP unit prices and total prices based on the estimated quantities per year in pricing Attachment 11 for evaluation purposes.

2.5.13 CLIN X010AA: the offeror shall price the engine repair, overhaul and conversion using either the DMWR as provided by the USG or OEM/FAA Manuals and publications. the offeror shall describe in its proposal precisely the technical data on which it intends to rely that was the basis for its pricing.

2.5.14 CLINS X007AA, ~~X008AE~~, X012AA, X014AC and X016AG, X017AD are Cost Reimbursable CLINS with no Fee. These CLINS will neither be proposed nor evaluated for the Pricing Evaluation. (Changed by Amendment 2)

2.5.15 CLINS X016AA, X016AB, X016AC, X016AD, X016AF: The Offeror shall propose firm fixed unit prices (per student/per course), which the Offeror shall multiply by the Government's estimate of yearly students, established in Schedule B for pricing evaluation purposes only.

2.5.16 CLIN X017AA, X017AB: The offeror shall propose a firm fixed Lot price for the baselining of the designated technical manual.

2.5.17 CLINS 0019AA, X008AC, X017AA and X017AB: the Offeror should propose a firm fixed price per Lot.

2.5.18 CLIN X017AC: The Offeror shall propose a firm fixed price per page, which the Offeror shall multiply by the Government's estimated quantity, established in Schedule B for pricing evaluation purposes only.

2.5.19 CLIN 9021AA: The Offeror shall propose a not-to-exceed (NTE) option price for one lot.

2.5.20 CLINS 5020AA, 6020AA, 7020AA, 8020AA and 9020AA: The Offeror shall propose not-to-exceed (NTE) option prices for each of the Program Years 6 through 10.

2.5.21 RESERVED.

2.5.22 Offeror shall propose all non-recurring costs including licensing or royalty fees for technical data, if any, for transition activities for CLIN 0019AA (which should not be duplicated in any other CLIN) associated with becoming fully capable of performing the contract requirements in its proposal price for phase-in within the 60-day transition period. Licensing or royalty fees for technical data shall be separately identified in the offeror's proposal, including a description of the technical data at issue. Recurring transition costs, if any, shall be reflected in the offeror's firm fixed pricing where and as appropriate.

2.6 VOLUME IV - Past Performance

**Name of Offeror or Contractor:****2.6.1 Prior Contracts**

Offeror may submit a maximum of three (3) descriptions of relevant commercial and/or USG contracts (prime and major subcontracts) for each Prime/Team Member in performance during the past three years, which are relevant to the efforts required by this solicitation. For all contracts submitted for consideration, the Offeror shall provide a contract number, POCs, type of contract, a description of the work, the period of performance, and dollar value of the contract. Additionally, the Offeror shall comply with the Past Performance Questionnaire Instructions, Attachment 48. Performance is defined as any contractual effort, or a part thereof, between the date of contract award and the date of final delivery of the last deliverable. To be considered, at least 50% of the subject contract shall have been performed within the period of relevancy. Relevant contracts shall include performance in such areas as spare parts supply, logistics, systems engineering, training; systems integration, refurbishment, overhaul and performance upgrades with rotary wing aircraft for contracts that exceed \$3 million for the Prime Contractor and teaming/joint venture members and \$500,000 for Major Subcontractors. Data shall be for the Offeror's performing unit for this solicitation/contract including any organization acquired through purchase, merger, or consolidation with another company. The Offeror's performing unit is the Offeror's business unit or profit center that will be proposing and performing the Integration effort. Offerors are cautioned that the Government will not cross reference to other proposal volumes in the evaluation of this (or any other) Factor. The following minimum Data shall be provided:

CAGE CD:

Contract Numbers/Delivery Orders:

Model: Weapon System Identifier or Manufacturer/Model No.

Generic product Type: e.g., Utility Helicopter

Production: Peak Production Rate in Units Per Month, Single Shift Basis

Date of Award:

Period of Performance (in Months)

Price: Total Award Price (\$)

Synopsis on Work Performed

Billed: Amount Billed Through Issue Date of This Solicitation

Customer: Company Name and POC, Address, Phone, E-Mail Address. If Government, use Procuring Contracting Officer (PCO)

Note: When including work done under a Basic Ordering Agreement or Indefinite Delivery type contract, individual delivery or task orders should be listed, not just the basic contract instrument. List all contracts that have been Terminated for Convenience or Default, with the date of termination falling within three years of the date of this solicitation. The reasons for the termination shall be discussed.

**2.6.2 Past Performance Assessment:**

The specific elements to be evaluated in this area are cost, schedule, performance, and record of Offerors' compliance with subcontracting plan goals for small and small disadvantaged business concerns. Offeror shall describe the past work activity in such a way as to relate it to the requirements of the RFP. Answer the question, "What did your firm do on this contract that would demonstrate your ability to perform to the requirements contained in this solicitation package?" Offeror shall describe the past work activity in such a way as to document how successfully he performed the listed contracts above or any contract questioned by the evaluator. Offeror shall specifically address his past record of conformance to FAA regulations, safety, quality, and airworthiness to include use of FAA certified facilities, (\_\_\_) and any other certifications held. (Changed by Amendment 1) Offerors shall also specifically address past record of repair on time delivery, any cost overruns, or savings. Offerors shall provide any information substantiating the Offeror's track record of utilizing small business on past contracts. For Large Business: Include Administrative Contracting Officer (ACO) Rating and Form SF295 Information. For Large and Small Businesses: Provide descriptive information for all Small business categories. Any information concerning long-term relationships with Small Business Subcontractors, such as Mentor-Protg relationships should be provided.

**2.6.3 Small Business Subcontractors**

The Offeror shall evaluate and certify to USG the past performance of all subcontractors with respect to small business subcontracting goals on USG contracts valued at or greater than \$3M.

**2.6.4 Past Performance Description**

The description of Offeror and major subcontractor past performance shall place special emphasis on relevance, schedule, management, technical performance, record of compliance with contract small business subcontracting goals (large businesses), and cost. Each description is limited to not more than three pages. Each instance of contractual past performance shall be presented as a continuous description in contractor format.

**2.7 VOLUME V - Small Business Subcontracting and Participation Plan****2.7.1 SMALL BUSINESS PROGRAM SUPPORT.**

The offeror shall describe its commitment to and support of the Government's small business program. This portion shall contain the following information:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 36 of 41</b>
	PIIN/SIIN DAAH23-03-R-0004	MOD/AMD 0002

**Name of Offeror or Contractor:**

2.7.1.1 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), women-owned small business (WOSB), Service-Disabled 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.

2.7.1.2 Total Small Business Participation. Offeror shall submit Small Business Participation Information, IAW DFARS 215.304. 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, SDB [including HBCU/MI's], WOSB, Service-Disabled Veteran-Owned, and HubZone small business) and the percentage of each dollar amount in relation to total proposed contract (not subcontract) dollars. This requirement is applicable to large and small business prime offerors.

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

2.7.1.3.1 Specific identification and discussion of the nature and extent of participation by SB, SDB (including HBCU/MI's), WOSB, Service-Disabled 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.

2.7.1.3.2 Identification of the total dollar participation amounts included in the proposal for each small business category discussed pursuant to paragraph above, and the percentage of each of those dollar amounts in relation to total proposed contract dollars. Offerors shall utilize the format set forth above.

2.8 VOLUME VI - Certifications

The contractor shall provide the following certifications:

2.8.1 Minimum small business participation requirement. The Offeror shall certify that it will ensure small business participation in an amount that meets or exceeds 30% of total proposed contract dollars.

2.8.2 Federal Aviation Regulation Part 145 for BHTI 204,205,or 212.

2.8.3 Evidence of Compliance with ISO 9000:2000. (Changed by Amendment 1)

2.8.4 Operation of or access to Federal Aviation Regulation Part 145 Certified repair facility for the T53 engine, or demonstrated completion of USG contract or subcontract for overhaul of the T53 engine.

\*\*\* END OF NARRATIVE L 002 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 37 of 41

PIIN/SIIN DAAH23-03-R-0004

MOD/AMD 0002

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

M-1 No Evaluation of Transportation Costs, FAR 52.247-50

M-2 Evaluation of Options, FAR 52.217-5 (JUL 1990)

M-3 AWARD TO SINGLE OFFEROR (DFARS 252.237-7002, ALT I)

- a. Award shall be made to a single Offeror.
- b. Offerors shall include unit prices for each item. Failure to include unit prices for each item the Government has identified for pricing will be cause for rejection of the entire offer. (All or None)
- c. The Government will evaluate offers on the basis of the estimated quantities shown.
- d. Award will be made to that responsive responsible offeror whose total aggregate offer is in the best interest of the Government.

M-4 NOTICE-USE OF NON-GOVERNMENT ADVISORS

a. Offerors are advised that the Government intends to utilize the services of non-Government advisors from the following companies to assist Government personnel during the course of this evaluation. As such employees from these firms shall sign non-disclosure agreements with the Government concerning this acquisition.

## FIRMS

AEPCO	SPARTA Inc.
9238 Madison Blvd.	4901 Corporate Dr.
Building 2, Suite 110	Suite 102
Madison, AL 35758	Huntsville, AL 35808

b. Offerors shall not solicit subcontracting employment or consulting arrangements with these concerns, or any of their subsidiaries, divisions, or affiliates during the course of this acquisition without the prior approval of the Contracting Officer.

c. All proposals shall be evaluated by Government personnel.

M-5 Evaluation of Proposals:

a. 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 in order to be considered for award.

b. 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. Any inconsistency within or between the technical, price, small business, and past performance may indicate an unacceptable Proposal Risk and as a minimum, result in a reduced rating for factors, sub-factors, and elements, as applicable, and, further, unexplained inconsistencies may be grounds for rejection of the proposal. The Government shall assess the Proposal Risk associated with the Offeror's proposal when determining which proposal offers the best value to the Government.

c. The content of written proposals and written responses to questions, if applicable, shall be evaluated to determine the degree and extent the requirements and objectives set forth in the solicitation are satisfied. Unsupported promises to comply with contractual requirements shall not be sufficient. Proposals must contain documentary evidence supporting any statements relating to promised performance. Each proposal shall be rated strictly in accordance with written content. The Government will not cross-reference between the proposal volumes to obtain required information. Further, the Government evaluators shall make no assumptions regarding areas that are not fully explained and addressed in the Offeror's written proposal or in written responses to questions, if applicable.

d. After initial review of the proposal(s), the Contracting Officer may request more information, clarification, or correction of an Offeror's proposal. Discussions may be conducted with those offerors determined by the Contracting Officer to be within the Competitive Range. However, the Government reserves the right to award on initial offers without discussions.

M-6 Evaluation Criteria:

The Evaluation Factors and Criteria (Go/No Go, Technical, Price, Small Business, and Past Performance) are described below. The Offeror must demonstrate compliance with all Go/No Go Sub-Factors in order to be eligible for award. Relative importance of evaluation criteria is established as follows: Technical is more important than Price. Price is more important than Small Business. Small Business is more important than Past Performance. The Government will not award a contract to an offeror whose proposal is considered to unrealistic or unreasonable.

FACTOR 1. GO/NO GO EVALUATION:

The specific Sub-Factors to be evaluated in this area are:

**Name of Offeror or Contractor:**

Sub-Factor 1.A. Certification: Certification for operation or access to Federal Aviation Regulation Part 145 Certified Repair Facilities: At least one of BHTI 204, 205, or 212; additionally, operation of or access to a Federal Aviation Regulation Part 145 certified repair facility for the T53 engine or commercial equivalent, or demonstrated experience by virtue of completion of a USG contract or subcontract for the overhaul of the T53 engine.

Sub-Factor 1.B. Minimum Small Business Participation Requirements: In order to maximize utilization of small business concerns in performance of this acquisition, all prime offer proposals shall be required to reflect a firm commitment of at least 30% of the total proposed contract (not subcontract) dollars to small business. 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%
Service-Disabled Veteran-Owned Small Business	1%

These requirements are in addition to, not in lieu of, any FAR and DFARS requirements relating to small business subcontracting plans.

Sub-Factor 1.C. Evidence of compliance with ISO 9000:2000 (Changed by Amendment 1)

**FACTOR 2. TECHNICAL:**

The specific sub-factors to be evaluated in this area are detailed below. Order of Importance: Total Program Management is more important than Engineering and Material Management, which are of equal importance, and which are more important than Maintenance and Transition, which are more important than Training. (Change, Amendment 1)

SUB-FACTOR 2.A. TOTAL PROGRAM MANAGEMENT (SOW Paragraphs 4, 18 & 19 and the RFP). The Government will evaluate the Offeror's experience and approach, demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize, but is not limited to, the following areas: Access to technical data, which is more important than program integration and integrated material management, which are of equal importance, which are more important than inventory and document control, which is more important than Contractor Integrated Technical Information Service (CITIS), which is more important than Financial/Adequate Accounting System and financial ability. Any offeror legally structured to limit liability of its shareholders, partners, or other financial participants (i.e. a Limited Liability Corporation or a Joint Venture) may be required to present performance guarantees from any or all of its participants. The proposal must contain proof of access to technical data or a written agreement to obtain access to technical data.

SUB-FACTOR 2.B. ENGINEERING (SOW Paragraph 6, 12.3.1, 15.1.1, 15.1.1, 15.1.2, 9.7.2 and the RFP): The Government will evaluate the Offeror's experience and approach, demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize, but is not limited to the following areas: Configuration Management, which is more important than Safety of Flights/Airworthiness Directives/Advisory Circulars/Service Bulletins, which is more important than systems improvements and obsolescence management/Diminishing Manufacturing Sources and Material Shortages (DMSMS), which are of equal importance.

SUB-FACTOR 2.C. MATERIAL MANAGEMENT (SOW Paragraph 7 and 8 and the RFP Section H-16 Parts Supply Support): The Government will evaluate the Offeror's experience and approach, demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize, but is not limited to the following areas: Item Management (forecasting, procurement, stock control, receipt, storage, and issue), which is more important than proposed turn around time, which is more important than fill rate. The proposed handling fee and delivery incentive fee will be evaluated in the Price area.

NOTE: Government Furnished Property/Inventory (as defined in Section H-3 and H-16 of the solicitation) may be available as required by the Contractor. The Contractor is required to backfill to commercial parts immediately (60 days transition) in the event the GFP stock is unavailable or as otherwise directed by the contracting officer in the delivery order.

SUB-FACTOR 2.D. MAINTENANCE (SOW Paragraphs 5; 8, 9, 10, 12 (ex. 12.3.1), 16, and the RFP): The Government will evaluate the Offeror's experience and approach, demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize but is not limited to the following areas: Airframe refurbishment, which is more important than modifications, which is more important than engine overhaul and conversion and component repair and return which are of equal importance.

SUB-FACTOR 2.E. TRANSITION (SOW Paragraph 17 and the RFP): The Government will evaluate the Offeror's experience and approach, demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize but is not limited to the following areas: A realistic plan and methodology for meeting transitions milestones and completion of all transitioning activities within the required 60 days to ensure successful performance of all required work to the contract requirements.

SUB-FACTOR 2.F. TRAINING (SOW Paragraph 14 and the RFP): The Government will evaluate the Offeror's experience and approach,

**Name of Offeror or Contractor:**

demonstrated understanding and ability to effectively meet or exceed the requirements of the statement of work. The evaluation will emphasize but is not limited to the following areas: Access to sufficient aircraft to perform the requirements of the statement of work; which is more important than access to sufficient qualified instructor pilots necessary to perform the requirements of the statement of work; which is more important than access to training areas of operations and provision of maintenance for the aircraft, which are of equal importance. (Change, Amendment 1)

## FACTOR 3. PAST PERFORMANCE RISK ASSESSMENT

1. The Government will conduct a past performance risk assessment of the offerors' relevant current and past performance, as well as that of its proposed major subcontractors, as it relates to the probability of successful accomplishment of the required effort. The Offeror's performing unit is the Offeror's business unit or profit center that will be proposing and performing the Integration Effort. When assessing performance risk, the Government will focus its evaluation on the offerors' and the offerors' proposed subcontractor(s), records of current and past performance as they relate to recency (within the past three years), and relevancy (spare parts supply, logistics, systems engineering, system integration, training, overhaul, and refurbishment with rotary wing aircraft) for a minimum of three contracts EACH that exceed \$3M for the Prime Contractor, Teaming and Joint Venture Partners and \$500,000 for Major Subcontractors. To be considered, at least 50% of the subject contract shall have been performed within the period of relevancy. Significant achievements or problems in any element of work along with solutions to problems are important in the source selection process. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably on past performance and be rated as an unknown performance risk. This factor has four subfactors, which have the following order of importance: Technical Performance, Schedule/Delivery, Cost, and Small Business.

SUB-FACTOR 3.A. TECHNICAL PERFORMANCE: The Government will evaluate Offerors' record of conforming to specifications and to standards of good quality workmanship. Contractor dedication to overall quality and the submission of quality products as reflected in the quantity, significance, and resolution of quality deficiencies. These accomplishments or deficiencies may be reflected in:

\*Meeting or failing to meet Product Verification Audit Requirements

\*Quality Deficiency Reports (QDR), Quality Deficiency Records, Supply Deficiency Reports, and Corrective Action Requests for items and documentation delivered to and accepted by the Government. These may be examined for a period up to the last 3 years

\*Award Fee Reports

SUB-FACTOR 3.B. SCHEDULE/DELIVERY: The Government will evaluate the offeror's adherence to contract schedules, including the administrative aspects of performance. Delays and schedule extensions may impact a proposal's rating depending upon the circumstances of the pertinent contract.

SUB-FACTOR 3.C. COST: The Government will evaluate the offeror's effectiveness in containing and forecasting costs.

SUBFACTOR 3.D. SMALL BUSINESS: The government will evaluate the offeror's past adherence to committed small business subcontracting goals as expressed in approved small business subcontracting plans, including comprehensive plans. The Government may use data provided by the offeror in its proposal and data obtained from other sources, including data from the U.S. Army Aviation and Missile Command (AMCOM) Contractor Information System (CIS), Air Force Contractor Performance Assessment Reporting System (CPARS), Department of the Army Past Performance Information Management System (PPIMS), and data obtained through interviews with personnel familiar with the offerors proposed subcontractor's past/current performance under government contracts for similar items and/or services. It may be necessary for the Government to conduct a Capability Survey (Pre-Award) on Offerors' determined to be in the Competitive Range to determine the Contractors' capability to perform a proposed contract.

## FACTOR 4. PRICING

1. Pricing will not receive an adjectival rating. The award of this contract shall be made to the responsive and responsible offeror whose price is determined to be fair and reasonable offers the best value to the Government as evaluated IAW the Source Selection Criteria. Pricing evaluation will be on an aggregate total price basis. Individual Contract Line Item Number (CLIN)/SLIN/Schedule B Attachment Pricing Sheet Line prices will be reviewed but total price will be the overriding price consideration.

2. All offerors shall provide pricing at CLIN/Sub-Line (SLIN) unit price and total price, with a total contract price roll-up.

3. Reference FAR 52.215-14 "Integrity of Unit Prices." The proposed price for each CLIN must be mathematically balanced with the total proposed price; that is, the proposed price for each CLIN must bear a reasonable and logical relationship to the price, which are associated with it (not significantly overstated for some work and understated for other work). The Government may reject a proposal determined to be mathematically unbalanced.

4. The Best Value Determination will include evaluation of prices proposed for the following CLINS and other FACTORS set forth elsewhere in this Section M. The Offeror's proposed contract prices will also be evaluated on the basis of the following criteria:

(A) All or None Total Price Reasonableness

(B) Completeness and realism of the Offeror's proposal.

(C) CLINS X001AA, X003AA, X007AB, X008AD, X009AA, X010AA, X011AA, X014AA, X014AB, X015AA, X015AB, X018AA: The Offeror's proposed firm fixed price hourly composite rate multiplied by the Government's estimated yearly quantities as established in Schedule B for pricing evaluation purposes only; plus

(D) CLIN X004AA (management/handling government consigned stock): The Offeror's proposed handling fee in Schedule B as a direct charge dollar amount to be paid per part IAW part's standard Government's unit of issue, which for pricing evaluation purposes only shall be, multiplied against the Government's number of parts estimated to be handled for FMS customers per year. Additionally, the Contractor should annotate the Parts Supply Clause in Section H-16 with the proposed handling fee.

**Name of Offeror or Contractor:**

(E) CLIN X005AA: The Offeror's proposed unit price for each part based on the Industry standard Commercial Unit of Issue. Each part shall be identified with the commercially equivalent part number for each NSN and priced in the CLIN X005AA Pricing Sheet, Attachments 9 & 10 multiplied by the Government's estimated quantities of each part (for purposes of pricing evaluation only) totaled by year; with a grand total contract price in Schedule B; plus

(F) CLIN X005AB: The Offeror's proposed fixed rate delivery incentive fee in Schedule B that may be earned IAW the terms of the Parts Supply Clause, Section H-16, for achieving the proposed required fill-rates and turn around times proposed and required for CLIN X005AA. For pricing evaluation purposes only, the proposed rate shall be multiplied against the total price per year reflected in CLIN X005AA. The proposed Delivery Incentive Fee Rate shall also be annotated in the Parts Supply Clause required fill-ins in addition to the proposed required fill rate and turn around time, which will be evaluated in the Technical Proposal.

(G) CLIN X006AA: The Offeror's proposed fixed-rate handling fee applied to the price of parts to be paid IAW the Parts Supply Clause of contract Section H-16. For pricing evaluation purposes only, the proposed rate shall be multiplied against the Government's estimated material dollars in Schedule B.

(H) CLINS X007AA, X008AE, X017AD, X012AA, X014AC, and X016AG: Cost Reimbursable CLINS (no fee) to be established per Delivery Order and will not be included in the pricing evaluation. (Changed by Amendment 2)

(I) CLINS X008AA, X008AB: The Offeror's proposed firm fixed unit price multiplied by the Government estimated yearly quantities as established in Schedule B for pricing evaluation purposes only; plus

(J) CLIN X009AB: The Offeror's proposed firm fixed unit price multiplied by the Government's estimated yearly quantities as established in Schedule B, Attachment 011, for pricing evaluation purposes only, plus

(K) CLIN X013AA: The Offeror's proposed fixed price day rate multiplied by the Government's estimated quantity established in Schedule B for evaluation purposes only; plus

(L) CLINS X016AA, X016AB, X016AC, X016AD, X016AE, X016AF: The Offeror's proposed firm fixed unit price (per student/each per course) multiplied by the Government's estimate of yearly students as established for evaluation purposes only in Schedule B, Attachment 012; plus

(M) CLIN X017AC: The Offeror's proposed fixed price per page/sheet multiplied by the Government estimated quantity established in Schedule B for evaluation purposes only; plus

(N) CLIN X008AC, X017AA, X017AB, 0019AA: The Offeror's proposed firm fixed price for 1 Lot.; plus,

(O) CLIN 9021AA: The Offeror's proposed Not-To-Exceed Option Price for 1 Lot.

(P) CLIN(s) 5020AA, 6020AA, 7020AA, 8020AA, and 9020AA-The Offeror's proposed Not-To-Exceed (NTE) Option Prices for Program Years 6-10, priced per year with a roll up grand total.

(Q) Rental Evaluation Amounts to Eliminate Competitive Advantage from Rent Free Use of GFP.

## FACTOR 5. SMALL BUSINESS PROGRAM SUPPORT

The Government shall evaluate the Offeror's commitment to the Government's small business program. In addition to evaluating the proposed Small Business Subcontracting Plan in terms of meeting all statutory and regulatory requirements, the government shall evaluate the proposed Total Small Business Participation plan. The evaluation will emphasize the degree of the Offeror's commitment, over and above the minimum participation requirements set forth in provision M-6, Factor 1, to utilize SB, SDB (including HBCU/MI's), Service-Disabled Veteran Owned, and HUBZone small business concerns in performance of the contract effort. The extent to which such firms are specifically identified in the plan, the extent of the commitment to such firms, and the complexity and variety of work such firms will perform shall be considered. Should the prime offeror be a small business concern, the evaluation of this element will include all items addressed above except meeting statutory and regulatory requirements for Small Business Subcontracting Plans. Measurement of small business utilization shall include effort at the prime (including joint-venture participants) and subcontract/team level.

## M-7 Basis for Award:

Selection of an Offeror for award will be based on an overall best value evaluation of the proposals using five factors: Go/No, Technical, Price, Past Performance, and Small Business, as defined above.

The Government will award one contract resulting from this solicitation to the responsible offeror whose proposal conforms to the requirements of this solicitation and the government acquisition laws and regulations, and is found to be the best value, considering non-price and price evaluation factors, proposal risk, and price reasonableness pursuant to the evaluation criteria. This may result in an award to other than the low offeror.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAH23-03-R-0004 <b>MOD/AMD</b> 0002	<b>Page 41 of 41</b>
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**Name of Offeror or Contractor:**

Discussions may be conducted with those offerors determined by the Contracting Officer to be within the competitive range, if the contracting officer establishes one. However, the Government reserves the right to award on initial offers without discussions.

\*\*\* END OF NARRATIVE M 003 \*\*\*