

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	44
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 13-Jun-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	CODE W911QY	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W911QY-16-R-0004	
			X	9B. DATED (SEE ITEM 11) 06-May-2016	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 <u>1</u> copies of the amendment; (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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) The purpose of this amendment is to: 1. Provide the final questions and answers. 2. Make changes based on the questions and answers. 3. Extend the proposal due date in section A.1.5.					
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)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		13-Jun-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:

SUPPLEMENTAL INFORMATION

A.1. The Army Contracting Command – Aberdeen Proving Ground (ACC-APG), Natick Contracting Division has a requirement for a Battlefield Kitchen (BK).

A.1.1. The Government plans to award a single Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract with options. The anticipated contract is planned to be structured with a 3-year base developmental ordering period that consists of the engineering, design, fabrication and test of developmental prototypes, logistics deliverable preparation, and transition to low rate production. Following the 3-year developmental ordering period, the government anticipates 5 optional 1-year production ordering periods, the first will consist of fabrication of FAT systems, conduct of First Article Test, and transition to full rate production. The minimum contract value will be \$269,000.00 and the maximum contract value will be \$97,000,000.00.

A.1.2. This requirement is subject to the availability funds.

A.1.3. Proposals shall be valid for 180 days after the closing date of the solicitation. Contractors shall clearly indicate the period of validity.

A.1.4. Contractors will not be reimbursed for any proposal preparation costs.

A.1.5. Proposals are due NLT 2:00 P.M. EDT Monday 20 June 2016.

A.2. The Government anticipates awarding a single FFP IDIQ contract with options as a result of this solicitation; however the Government reserves the right to award one or no contracts at the Governments discretion. Funds will be obligated for quantities ordered upon issuance of delivery orders and not by the basic contract.

A.3. This acquisition is for a 100% Small Business Set-Aside. The North American Industry Classification System NAICS Code is 332999, and the size standard is 750 employees.

A.-3.1. FAR Clause 52.219-14 Limitations on Subcontracting has been included by full text in section I of the solicitation applies to the resulting contract.

A.4. DFARS Clauses 252.211-7006 Passive Radio Frequency Identification (PRFID) and 252.211-7003 Item Unique Identification and Valuation (IUIDV) apply and are incorporated in Section I of the solicitation.

A.5. DFARS 252.225-7012 Preference for Certain Domestic Commodities (Berry Amendment) applies to the resultant contract.

A.6. The solicitation including Ammendments, Exhibits and Attachments listed in Section J, may be downloaded from the Natick Contracting Division website <http://www3.natick.army.mil/Team/BK.aspx>.

A.7. Proposals shall be addressed to the following:

Army Contracting Command – Aberdeen Proving Ground
Natick Contracting Division (CCAP-SCN)

Natick B Branch
ATTN: Sean Auld
Subject: W911QY-16-R-0004
15 General Greene Avenue, Bldg 1, 3rd Floor
Natick, MA 01760

A.7.1. Prior to hand delivering proposals offerors shall coordinate the delivery with Sean Auld via email at Sean.G.Auld.civ@mail.mil.

A.8. Offerors shall access <http://www.assistdocs.com> herein for all Mil-STD's referenced in this document for complete up to date information.

A.9. Any changes in the agreed upon arrangements are to be submitted to the Contracting Officer in advance for approval. In the event of any conflict or ambiguity between the Contractor's Technical Proposal and the Government's Performance Specification, the Government's Performance Specification takes precedence.

A.10. Questions & Answers

Question 1: What is the allowable carbon dioxide emission (%) for each modular appliance?

Answer 1: There is no direct limit on the CO2 emissions for each appliance. The limits are indirect in that there are OSHA limits for the kitchen environment.

Question 2: Where is the carbon dioxide emission measured?

Answer 2: See answer 1.

Question 3: What is the control interface between Modular Appliances and the Modular Burner?

Answer 3: The interfaces are defined for reference in the solid models. The offeror may use, to the extent desired and provided, the included information. A firm requirement has not yet been defined for the control interface. Alternate control interfaces will be considered.

Question 4: Is the external housing/cabinet/chassis that the Modular Burner slides into, a standard component with the Modular Burner?

Answer 4: The physical interface between the modular burner and the modular appliance are to be maintained as defined in the solid models and the interface drawing in the burner PPD. Yes, the physical interface can be considered a standard.

Question 5: Is the keypad interface, adjacent to the Modular Burner, a supplied component of the Modular Burner?

Answer 5: No components of the modular burner will be supplied for production. The purchase and/or assembly of the modular burner shall be the responsibility of the offeror; however, the modular burner and select appliance modules will be supplied as GFP to be used as reference during the developmental phase. See section H.3. Government Furnished Property (GFP) and Government Furnished Information (GFI) of the solicitation.

Question 6: What are the specifications for the keypad interface (inputs, outputs, etc.)?

Answer 6: The appliance controller (provided as a reference and not a design requirement) gets a few inputs. There are safety limit switches and on the thermostat controlled appliance, a thermostat input. There is also the 120 VAC power input. For outputs to the burner, there is the alarm switch, thermocouple switch (call for heat) and 120 VAC. Other outputs are appliance specific (convection blower fans only operate when the appliance is powered up). It is the offerors responsibility to verify all inputs and outputs and correct operation of the burner/appliance combination.

Question 7: Is the keypad interface the “thermostatic controller” for the Griddle and Convection Oven?

Answer 7: Yes

Question 8: Is the keypad interface the “duty controller” for the Heater Tank?

Answer 8: Yes

Question 9: Since the Stove Top, Tilt Skillet, and Refrigerator do not have a “thermostatic controller” identified for these Modular Appliances, are they just power on/power off Modular Appliances only? It is very surprising that there is no heat control for the Stove Top and Tilt Skillet.

Answer 9: See 3.3.5 of the PPD for Modular Appliances. It describes the heat control for appliances that require either a duty cycle or a variable firing rate burner.

Question 10: What is the temperature setting/requirement for the Refrigerator?

Answer 10: The refrigerator shall be capable of maintaining a maximum temperature of 40°F without freezing the product.

Question 11: Is a vent hood always present on the Griddle, Tilt Skillet, and Stove Top?

Answer 11: The vent hood is always present during operation. However, it is probably necessary to easily remove the vent hood for transportation. See the PPD for the BK system for height limits of the system.

Question 12: Is the Vent Hood a semi-permanent attachment to the Griddle, Tilt Skillet, and Stove Top?

Answer 12: It is probably necessary to be removable for transportation. See the PPD for the BK system for height limits during transportability.

Question 13: What is the preferred method to secure the Vent Hood to the Griddle, Tilt Skillet, and Stove Top? With tools? Without tools?

Answer 13: The vent hood should be easily removable, preferably without tools. Tools can be lost and this may be counted as a weakness depending on the type and quantity of tools required. It is anticipated that the appliances need to be height reducible to approximately 50 inches to allow the BK to meet the height limitation of 8 feet. Removing the hood will be counted in the time limitation to pack up the BK. See 3.4.2 of the system PPD for deployment and pack out requirements.

Question 14: Is the Stove Top considered a supervised appliance?

Answer 14: Normal care and supervision will be assumed for the stove top as with any large boiling vessel. It can be assumed that it will not be under constant surveillance and that it will be set to its task and the operator will perform other tasks that take their attention away for periods of time.

Question 15: What is the method for modulating the Vent Hood blower cfm from 100 cfm to 400 cfm?

Answer 15: The government is not aware of a requirement that requires the blower to modulate from 100 cfm to 400 cfm. See 3.3.1 of the System PPD.

Question 16: Is there a preferred material of construction and corrosion protection coating identified for the Modular Appliances?

Answer 16: Offerors are required to propose materials and methods of construction taking into account corrosion prevention as well as all of the requirements of the PPD's and contract.

Question 17: There is a reference made regarding “delivery to government after refurbishment,” but there is nothing to address any deficiencies discovered during the refurbishment. Do you want “like new,” just clean, maybe painted? Please clarify.

Answer 17: Refurbishment will include all repairs necessary to bring the item back to good working order. The contractor will be responsible for correcting deficiencies of the design and or manufacturing process. Damage caused by the test that were not attributable to the design or manufacturing process (e.g. improvements based on new knowledge) will be negotiated prior to initiation of repair.

Question 18: You’ve mentioned “on-site tech support.” What is your expectation for this?

Answer 18: See C.2.17 for details. We cannot be more specific at this time due to unanticipated events during tests.

Question 19: What is your estimated timeframe for the required support? Where will this happen?

Answer 19: The timeframe will be based on the Offerors delivery schedule. The most likely location will be Aberdeen Test Center, MD. As an alternate, Yuma Proving Ground, AZ.

Question 20: When you refer to 10 days, are you saying 10 business days or 10 calendar days?

Answer 20: 10 business days.

Question 21: The content of the ASL is developed by the Government, so how can it be accurately priced? Shouldn’t these CLIN’s be negotiated upon approval of the ASL or perhaps you could provide a list to develop pricing for this proposal.

Answer 21: As part of Amendment 0002 the ASL CLIN’s to To Be Negotiated (TBN).

Question 22: You’ve asked for your contract line item numbers to be priced at an hourly rate, with FOB Destination. What about reimbursement for travel costs?

Answer 22: Travel will be reimbursed based on actual costs. CLIN 0088 for travel will be added to the solicitation as part of Amendment 0002.

Question 23: PSPL has yet to be developed and approved. We respectfully request you consider pricing this kit after approval.

Answer 23: As part of Amendment 0002 the PSPL CLIN to To Be Negotiated (TBN).

Question 24: Under Corrosion, you’ve mentioned Mil-Std-872. Is that correct? Or do you mean Mil-Std 810? Exactly what procedure are you referring to?

Answer 24: MIL-STD-872 is not correct. MIL-STD-810 is correct. PPD for the System 3.5.7. See paragraph 4.6.7 of the System PPD for the specific section of MIL-STD-810, salt fog test.

Question 25: Under the main exhaust system you’ve mentioned the requirement is a minimum 150 CFM per linear ft. Please clarify if that is under ACFM or SCFM?

Answer 25: SCFM

Question 26: Due to design and performance criteria relevant to the commercial kitchen equipment that is included in the battlefield kitchen, will the government consider a sole source supplier for the kitchen appliances, similar to the MBU sole source?

Answer 26: The Government does not have a finalized configuration for the appliances (burner or system) and cannot provide them as GFE (or from a sole source). The offeror is required to develop a plan for procuring appliances by whichever means they choose to be appropriate, meeting the all the terms of the contract. It is the government's strong desire to avoid follow-on sole source procurements for the appliances. The intention of the Government is to make future buys of the appliances, burners, and BK systems as full and open, competitive procurements.

Question 27: Does the contracting officer know of any developers/manufacturers that may be interested in partnering with a burner manufacturer?

Answer 27: The contracting officer does not have any insight possible teaming and partnering opportunities. This is something that offerors will work our during proposal preparation.

Question 28: Will Natick provide sample appliances for the use of burner manufacturers wishing to participate in the solicitation?

Answer 28: No, Appliances will be provided as GFP to the successful offeror.

Question 29: Government purpose license rights (GPR); Would the following statements be a correct interpretation if the offeror chooses not to price the CLIN 0024, GPR for the burner? "The penalty is twofold. The first is a monetary penalty that take place during the evaluation of the non offerors' total evaluated price (TEP) . The penalty is the highest proposed price that any other offeror that prices the CLIN 0024 on their proposal will be added to price of the TEP for the non offeror. The second is any other non monetary penalty dictated in the evaluation approach "

Answer 29: Section M.3.9.6.3 was updated as part of amendment 0001. Please refer to the amended solicitation.

Question 30: Is it possible that the GPR could be limited to the US military only and all other markets available to the designer / manufacturer of the burner?

Answer 30: This requirement is for GPR and are limited as such.

Question 31: Is it expected that at the solicitation award stage, the successful offeror for the solicitation will be expected to, or are able to, invite or entertain, submissions from third parties that have interest in participating in the modular burner development?

Answer 31: During proposal preparation potential offerors could be working on teaming/partnering agreements. This is not something the government can answer as we are unaware of what potential offerors are planning on proposing.

Question 32: Can we submit burners without the kitchen if the burners are appropriately dimensioned and designed?

Answer 32: No, the requirement in this solicitation is for a complete Battlefield Kitchen System.

Question 33: What do they contemplate for the negotiations to have full rights to the technology following the submission of the winning bid?

Answer 33: The Government desires Government Purpose License Rights (GPLR) to the data for the products to be delivered under the resultant contract. The Government Purpose Rights would provide a paid up, royalty-free License Agreement that conveys all intellectual property rights necessary to effect a complete competitive re-procurement of the product, manufacture and use thereof for a Government Purpose (as defined in DFARS clause 252.227-7013).

Question 34: How many burners do they contemplate would be the subject of the purchase and when do they contemplate such purchases would first occur.

Answer 34: The number of burners required can be projected from the quantity of burners required for each BK system and the range of BK that may be purchased during the ordering period in question. There is no firm requirement for the number of burners provided with each BK system so it is possible for the total quantity to vary based on each offerors proposed design.

Question 35: Are small businesses given an advantage in pursuing this contract?

Answer 35: This requirement is a small business set-aside.

Question 36: The Generator high temperature specification is not consistent with the Battlefield Kitchen high temperature requirement. Attachment B-3 (BK PPD) Section 3.5.1 states that the BK system must perform from -25F to 125F. The mobile electric power, 3kW Tactical Quiet Generation Set Appendix A, states the Generator is only rated from -25F to 120F. Will the Government waive any generator performance issues between 120F and 125F?

Answer 36: Yes

Question 37: A.1.1. Is the First Article Testing for the various components to be conducted at the same time?

Answer 37: Testing will be consolidated as much as practical so long as it will generate the necessary data for evaluation.

Question 38: Section B Item 0005 Have the burners already been tested?

Answer 38: Yes, they have been tested for firing rate, power, and compatibility with the appliances. To date the testing has been promising with minor issues; however, we do not have a formal test report suitable for release. The fact that we have not yet proven performance in all areas is the main reason we will consider and evaluate offers of alternate burners. We have just begun more formal testing at BNL that will evaluate the function as well as the long term performance. This testing is planned to conclude in approximately three months. It is the responsibility of the offeror to evaluate the solid model (and in essence, the design) of the modular burner and make the determination as to its suitability to this effort considering the evaluation criteria for award.

Question 39: Section B Item 0006 If burners have already been tested, is there a current test report?

Answer 39: See answer 38.

Question 40: Section B Item 0006 If burners have already been tested and current test reports are available, how would that affect the retesting and overlapping results?

Answer 40: Testing to date will not affect any testing associated with this developmental contract. It is not anticipated that any testing will be waived based on previous testing.

Question 41: Section B Item 0017 What is the purpose of this line (“Test Support for Developmental Testing”)?

Answer 41: During Government testing, Contractor support will be required for some anticipated tasks, and many that cannot be anticipated. An example of an anticipated task will be training personnel on the operation and maintenance of the equipment. The contractor may also be required when/if there is an issue with the technical documentation. Any circumstance where it would be more advantageous for the contractor to provide support as opposed to the government project office. See section C.2.17.

Question 42: Section B Item 0017: How will “Test Support for Developmental Testing” be used in the evaluation?

Answer 42: The information provide in an offerors Management Volume should support an offerors ability to provide Test Support for Developmental Testing CLIN 0017 is excluded from the TEP as stated in section M.3.9.6.1. of the solicitation.

Question 43: Section B Item 1009: What constitutes long term storage?

Answer 43: See C.3.10, after 90 days.

Question 44: Section B Item 1009: This section states that long term storage CLIN occurs after 90 days. What are the storage requirements prior to 90 days (days 1-89) if the units are not shipped?

Answer 44: The Contractor is required to store up to 90 days of production inventory.

Question 45: Section B Item 1009: At what point after production do kitchen components go into long term storage?

Answer 45: Components will not go into long term storage, only complete BK systems.

Question 46: Section C.1.12. Contractor Test Authorization: How are travel rates for testing to be priced?

Answer 46: Travel will be reimbursed based on actual costs. CLIN 0088 for travel will be added to the solicitation as part of Amendment 0002.

Question 47: Section L.10.1.2. Section II: Does the Government intend for the Offeror to include a complete "Section G Contract Administration Data" with its submission?

Answer 47: Yes, L.10.1.2. (b) which covers Section G was inadvertently left out of the solicitation. This will be updated in amendment 0002.

Question 48: Section L.10.1.2. Section II: Where should the Offeror include its completed "Section G Contract Administration Data"?

Answer 48: Offerors should include a completed Section G in Section II of the administrative volume. This will be spelled out in the solicitation when amendment 0002 is released.

Question 49: Section L.10.3.3. Can the Offeror propose the schedule included in Attachment 0003 BK Program Schedule/Planned Delivery Schedule (with modifications adding meetings events leading to data submittals, pre-production, manufacturing activities and contractor and government testing as needed) to meet the requirement of this section?

Answer 49: The offeror can propose the schedule of their choice and it will be evaluated according to the evaluation criteria.

Question 50: Attachment 0004 BK Data Rights Assertions List: What is the overall purpose of this attachment and form?

Answer 50: The overall purpose is for the government to see a detailed breakout of the proposed license rights for the entire effort. This completed form will help the government see exactly what rights are being offered for all commercial and non-commercial items.

Question 51: Attachment 0004 BK Data Rights Assertions List: How does the government desire for this to be completed?

Answer 51: Below is an example of how to complete attachment 0004.

CDRL: C001

CLIN: 0021

Data Item Title (Subtitle): BK Technical Data Package (TDP); Modular Appliances, Modular Burner, BK Platform.

License Rights: Government Purpose License Rights

SOW: C.5.

Question 52: Attachment 0004 BK Data Rights Assertions List: Please clarify what is needed in order to supply the correct information.

Answer 52: See answer to questions 51. If an offeror is offering Government Purpose License Rights for the entire BK System and all its Components then attachment 0004 can be completed by the offeror providing a statement that explains the offeror is providing Government Purpose License Rights for the entire BK System and all its Components.

Question 53: BK Attachment A-1 OMSMP Appendix G System Training Plan (STRAP) – PENDING: When will this appendix be made available?

Answer 53: Appendix G was unintentionally left attached to the OMSMP. Please disregard.

Question 54: BK Attachment B-3 PPD BK System: What is driving the weight requirement for the trailer?

Answer 54: The tow capacity of the vehicle minus a safety margin for future weight gain.

Question 55: BK Attachment B-3 PPD BK System : Is the weight requirement specifically limited to the vehicle towing the trailer?

Answer 55: The weight requirement is driven by the vehicle tow capacity, but not directly as there is a safety margin.

Question 56: BK Attachment B-3 PPD BK System : Can a different vehicle be used to tow the kitchen?

Answer 56: All requirements are based on the capabilities of the LMTV and all testing will be performed using the LMTV. The prime mover will not change. In actual use, other vehicles may tow the BK if they have a compatible interface and capacity (e.g. the MTV), but the prime mover will be the LMTV.

Question 57: BK Attachment B-3 PPD BK System: 3.2.8. Battlefield Kitchen major component layout: How many fire extinguishers will be required (quantity currently “TBD”)?

Answer 57: Three

Question 58: BK Attachment B-3 PPD BK System Section 3 Requirements 3.3.3.1. Main Exhaust System In reference to “Minimum capacity of 150 cu. ft. per linear foot” for the ventilation system, was this supposed to be 150 cfm?

Answer 58: More correctly, this should be 150 cfm/linear foot of vent hood. Determining the proper exhaust rate for appliances that do not require vent hoods (i.e. oven) will be the responsibility of the offeror.

Question 59: BK Attachment B-3 PPD BK System Section 3 Requirements 3.3.4.2. Blackout Light What is the upper limit for the wavelength of the red required for the blackout light?

Answer 59: The upper limit is when it is no longer visible.

Question 60: We are unclear on the scope of the Contractor Developmental Test Plan vs. the Government Developmental Testing Production Prove-out Test (PPT). Is the government’s intent to perform all Verification Testing per Section 4 of the PPDs twice, once by the contractor and once by the government?

Answer 60: It is the Government’s intention to perform testing sufficient to verify conformance to all of the requirements while using available funding efficiently. Redundancy will be eliminated as appropriate.

Question 61: Is it acceptable for the Contractor Developmental Testing to be performed only on high risk areas and on subcomponents as necessary to provide confidence that the system will pass the Government Developmental Testing?

Answer 61: The contractor should propose a test plan that they believe will give the government confidence that the items will pass Government testing as delivered.

Question 62: Question 3: Why does the Government, on a FFP contract, require CDRL C0002, Production Cost Breakdown – Actual Costs?

Answer 62: The information will be used for estimating the costs of future contracts.

Comment: C.1.3.2 – This RFP is for a two phase program with the completion of the design and then the production of prototypes and FAT's. There appears to be no specified or guaranteed number of production units that will be ordered by the Government as a part of the procurement. This procurement appears to be an R & D effort with the Government retaining ownership and license rights (GPRL) to the design and engineering.

Question 63: We believe that this RFP structure puts potential bidders at a great deal of risk in making a decision to participate in this effort. Would the Government consider changing the solicitation to include issuing a multi-unit, multi-year production order for BK's as identified in CLIN's 1005, 2001, 3001, 4001, 5001?

Answer 63: The effort is initially to develop the BK. If successful, production options may be exercised. Bidders should carefully consider and factor risk into their proposals.

Question 64: In addition would the Government consider changing the solicitation to remove the evaluation penalty for not pricing the CLIN to grant the license rights for the design that is completed by the successful bidder remain the property of the awardee?

Answer 64: The Government desires to obtain Government Purpose License Rights (GPLR) to the data for the products to be delivered under the resultant contract. It is intended that the Government will receive Government purpose rights that enable a competitive procurement of the BK after the conclusion of a resultant contract. As a result of amendment 0001 section M.3.9.63 has been changed. There is no penalty for not providing GPR. The contractors cost and technical proposal will be evaluated as presented. There is an incentive adjustment for providing the GPR and technical data to support future full and open competitive contracts.

Question 65: C.1.3.3 - Reference is made to "delivery to Govt. after refurbishment" There is a requirement to correct deficiencies discovered during PPT, but there is no requirement for "refurbishment". What is the Government's intent? Should the prototypes be brought back to "like new" condition? Re-paint? clean? Recondition equipment? Needs clarification.

Answer 65: C.1.3.3 was intended as a high level requirement. See paragraphs C.2.18 for more detail as to the purpose and nature of refurbishment.

Question 66: C1.3.5 - Is the on-site tech support only to address failures or does the Government have other expectations?

Answer 66: See section C.2.17 of the solicitation for the anticipated requirements of contractor on-site support.

Question 67: In reading Section L.10.4.1 and .2, one could read into it either: Up to five Past Performance citations for the Offeror (and Team) in total, or Up to five Past Performance citations for the Offeror, and then additional ones (up to five?) for Key Subcontractors. Which is correct?

Answer 67: Past performance will be limited to five (5) for each company providing over 30% of the work.

Question 68: Solicitation, L.10.1 VOLUME I ADMINISTRATIVE 146 L.10.1.5, Section V Financial Documentation: Will a summary page suffice for the Line of Credit information (considering these files are very large)? Or does the Government require full documentation, which amounts to over 100 pages?

Answer 68: A summary page is sufficient for the Line of Credit information.

Question 69: Solicitation L.10.4 VOLUME IV PAST PERFORMANCE L.10.4.2 Experience, Is the offeror limited to up to five (5) past performance contracts for the whole proposal, or can each company providing over 30% of the work effort submit up to five (5) contracts each?

Answer 69: Past performance will be limited to five (5) for each company providing over 30% of the work.

Question 70: The Online Representations and Certifications Application (ORCA) documentation required by this section is unavailable because the site has been replaced by the System for Award Management (SAM). In order to remain compliant with the solicitation requirements, will the Offeror's printed FAR 51.219-1 Small Business Program Representations from SAM suffice as a substitute for the ORCA documentation?

Answer 70: The reference to ORCA was inadvertently included in the solicitation and will be removed in amendment 0002. SAM and section K of the solicitation are the representations and certifications that need to be completed by offerors.

Question 71: The Online Representations and Certifications Application (ORCA) documentation required by this section is unavailable because the site has been replaced by the System for Award Management (SAM). In order to remain compliant with the solicitation requirements, will the Offeror's printed FAR 51.219-1 Small Business Program Representations from SAM suffice as a substitute for the ORCA documentation?

Answer 71: The reference to ORCA was inadvertently included in the solicitation and will be removed in amendment 0002. SAM and section K of the solicitation are the representations and certifications that need to be completed by offerors.

Question 72: For the Past Performance Volume, does the total of five past performance contracts include those of the prime and any subconsultants, or can the offeror send up to five for themselves and five for each sub?

Answer 72: Past performance will be limited to five (5) for each company providing over 30% of the work.

Question 73: Request the government to extend the submission deadline by a minimum of two weeks?

Answer 73: In amendment 0002 the proposal due date will be extended, see section A.1.5.

Question 74: Can the Government please grant a three week extension on the due date of this proposal to allow offerors sufficient time to incorporate answers to questions into their proposal and provide the thorough response the Government requires?

Answer 74: In amendment 0002 the proposal due date will be extended, see section A.1.5.

Question 75: Please extend the bid due date to July 5th.

Answer 75: In amendment 0002 the proposal due date will be extended, see section A.1.5.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1006

The CLIN extended description has changed from:

See statement of work section C.3.7. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.

To:

See statement of work section C.3.7. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the ASL is complete..

The cost constraint TBN has been added.

CLIN 1012

The CLIN extended description has changed from:

Production year 1 Initial Spares per PSPL (Non-Repair Items). See statement of work section C.3.13.

To:

Production year 1 Initial Spares per PSPL (Non-Repair Items). See statement of work section C.3.13. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the PSPL is complete..

The cost constraint TBN has been added.

CLIN 2002

The CLIN extended description has changed from:

See statement of work section C.3.7. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.

To:

See statement of work section C.3.7. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the ASL is complete..

The cost constraint TBN has been added.

CLIN 3002

The CLIN extended description has changed from:

See statement of work section C.3.7. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.

To:

See statement of work section C.3.7. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the ASL is complete..

The cost constraint TBN has been added.

CLIN 4002

The CLIN extended description has changed from:

See statement of work section C.3.7. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.

To:

See statement of work section C.3.7. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the ASL is complete..

The cost constraint TBN has been added.

CLIN 5002

The CLIN extended description has changed from:

See statement of work section C.3.7. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.

To:

See statement of work section C.3.7. Offerors shall not submit any pricing information for this CLIN. The price for this CLIN will be negotiated when the ASL is complete..

The cost constraint TBN has been added.

CLIN 0088 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0088	Travel FFP		Job		

Offerors shall not submit any pricing information for this CLIN. Travel is anticipated during the performance of this requirement. These costs cannot be accurately forecast at this time and are therefore awarded on a cost reimbursable basis and may be partially funded as indicated on the award document. Travel costs are limited to the constraints of FAR 31.205-46 and the Joint Travel Regulations.

All requests for travel must be submitted to the Contracting Officers Representative for approval at least 5 days prior to incurring costs. Travel will be reimbursed to the extent allowable pursuant to the Federal Travel Regulations (FTR).

FOB: Destination

MAX
NET AMT

The following have been modified:

B.2. ADDITIONAL PRICING

B.2.1. Additional BK Developmental Prototypes Step-Ladder Pricing

CLIN 0013 (Additional BK Developmental Prototypes)

From:	To:	Unit Price:
1	2	
3	5	

B.2.2. Contractor Support Pricing (CLINS 0017, 1004, 1008, 2004, 3004, 4004 and 5004)

CLIN 0017 (Test Support for Developmental Testing)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

CLIN 1004 (Contractor Test Support for IOT)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$

Engineer V	\$
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CLIN 1008 (Production Year 1 Contractor Support)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

CLIN 2004 (Production Year 2 Contractor Support)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

CLIN 3004 (Production Year 3 Contractor Support)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$

Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

CLIN 4004 (Production Year 4 Contractor Support)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

CLIN 5004 (Production Year 5 Contractor Support)

Labor Categories	Proposed Fully Burdened Hourly Rates
Technician I	\$
Technician II	\$
Technician III	\$
Technician IV	\$
Technician V	\$
Engineer I	\$
Engineer II	\$
Engineer III	\$
Engineer IV	\$
Engineer V	\$

B.2.3. BK System Production Step-Ladder Pricing

CLIN 1005 (Production Year 1)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 2001 (Production Year 2)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 3001 (Production Year 3)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 4001 (Production Year 4)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 5001 (Production Year 5)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

B.2.4. Long Term Storage Stepladder Pricing

CLIN 1009 (Production Year 1 Storage)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 2005 (Production Year 2 Storage)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 3005 (Production Year 3 Storage)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 4005 (Production Year 4 Storage)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

CLIN 5005 (Production Year 5 Storage)

From:	To:	Unit Price:
1	30	
31	60	
61	90	
91	120	
121	+	

B.2.5. Modular Appliances and Accessories Pricing

CLIN 1011 (Production Year 1 Modular Appliances and Accessories)

Modular Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Oven with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Griddle with Burner		
From:	To:	Unit Price:
1	2	

3	50	
51	+	

Modular Cook top with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Steamer with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Tilt Skillet with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Refrigerator		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Hand Wash Sink		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Ventilation Kit for dismantled Operation		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

CLIN 2007 (Production Year 2 Modular Appliances and Accessories)

Modular Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Oven with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Griddle with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Cook top with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Steamer with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Tilt Skillet with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Refrigerator		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Hand Wash Sink		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Ventilation Kit for dismantled Operation		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

CLIN 3007 (Production Year 3 Modular Appliances and Accessories)

Modular Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Oven with Burner		
From:	To:	Unit Price:
1	2	

3	50	
51	+	

Modular Griddle with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Cook top with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Steamer with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Tilt Skillet with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Refrigerator		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Hand Wash Sink		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Ventilation Kit for dismantled Operation		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

CLIN 4007 (Production Year 4 Modular Appliances and Accessories)

Modular Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Oven with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Griddle with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Cook top with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Steamer with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Tilt Skillet with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Refrigerator		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Hand Wash Sink		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Ventilation Kit for dismantled Operation		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

CLIN 5007 (Production Year 5 Modular Appliances and Accessories)

Modular Burner		
From:	To:	Unit Price:
1	2	

3	50	
51	+	

Modular Oven with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Griddle with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Cook top with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Steamer with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Tilt Skillet with Burner		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Refrigerator		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Modular Hand Wash Sink		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

Ventilation Kit for dismounted Operation		
From:	To:	Unit Price:
1	2	
3	50	
51	+	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0088:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L

L.1. INTRODUCTION

L.1.1. This requirement is subject to the availability funds.

L.1.2 Offer expiration date is one hundred and eighty (180) days after the closing date of the solicitation.

L.1.3 Contractor Nondisclosure Agreements. The Government will utilize the contactors listed below to provide administrative support during the evaluation of proposals submitted in response to this RFP. These contractors are restricted by the "Organizational Conflict of Interest" provision of their respective contracts from participating as a contractor, sub-contractor, or consultant on the proposed program other than on a non-competitive basis under a prime contract with the Government. Each individual from these contractors will execute a "Certificate of Non-Disclosure" prior to review of the proposal. By submitting a proposal, the offeror agrees to permit the contractor(s) listed below to view proposal information to the extent necessary to provide administrative support to the Government's proposal review process.

Pursuant to FAR Part 9.505-4, and if requested by an offeror, the contractors listed below must execute an agreement with each offeror that states that they will protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the contractors to effect execution of such an agreement prior to the submission of proposals. Each offeror shall submit copies of the agreement with their proposal. The Agreements shall be attached to Volume I as an appendix, and will not be included in the page count. The list of contractors supporting this source selection is:

Kenneth Wade
 Evolutions Enterprises Inc.
 Cost & Price Analyst (Contractor)
 Army Contracting Command- CCAP-SCN
 Aberdeen Proving Ground
 Natick Contracting Division
 General Greene Ave, Bldg 1 Room A307
 Natick, MA 01760-5011
 Email: kenneth.d.wade.ctr@mail.mil
 Commercial: 508-233-6165
 DSN: 256-6165

L.2. PRE-AWARD SURVEY

L.2.1. A Pre-Award Survey may be conducted to examine the Offeror's record of integrity and business ethics (which includes satisfactory compliance with the law including tax, labor and employment, environmental, antitrust, and consumer protection laws), technical ability, production capacity, management structure, quality, financial capability, accounting systems, security controls/clearances, labor resources, performance record, and ability to meet required schedules.

L.3. PRE-CONTRACT COSTS

L.3.1. The Contractor shall not be reimbursed for any costs incurred prior to the effective date of the contract.

L.4. QUESTIONS CONCERNING THIS SOLICITATION

L.4.1. Questions concerning this solicitation shall be submitted to Sean Auld via email (Sean.G.Auld.civ@mail.mil) no later than 5:00 PM on Friday May 27th 2016 with a Subject Line of: "Questions: BK Solicitation W911QY-16-R-0004 - (Offeror's Company Name). The questions shall be submitted as an email attachment in either a Microsoft Word or PDF format with the following document naming convention: "Questions: BK Solicitation W911QY-16-R-0004 - (Offeror's Company Name). The Government will not guarantee a response to any question and/or clarifications after the submission deadline.

L.5. PROPOSAL SUBMISSION

L.5.1. The proposals shall be complete, shall arrive by the date and time indicated, and shall undergo a review of proposal compliance with all instructions. The offeror shall refer to Section L (Instructions, Conditions, and Notices to Offerors) for proposal preparation. Non-conformance with the instructions in Section L may result in an unfavorable proposal evaluation. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

L.5.2. Proposals shall be submitted in accordance with the instructions contained within this solicitation and shall arrive no later than date and time specified in this solicitation at the below address. Prior to hand delivering proposals offerors shall coordinate the delivery with Sean Auld via email at Sean.G.Auld.civ@mail.mil.

Army Contracting Command – Aberdeen Proving Ground
Natick Contracting Division (CCAP-SCN)
Natick B Branch
ATTN: Sean Auld
Subject: W911QY-16-R-0004
15 General Greene Avenue, Bldg 1, 3rd Floor
Natick, MA 01760

L.5.3. Email and faxed copies of proposals shall NOT be accepted.

L.5.4. All proposals documents delivered in response to this solicitation shall reflect the following on the address label:

- a. Solicitation Number
- b. The legend shall state TO BE DELIVERED UNOPENED TO, Sean Auld Contract Specialist
- c. The volumes and copy numbers in each box

L.5.5. Please do not submit a transmittal letter with your proposal. Such a letter is unnecessary and statements therein frequently create conflicts or ambiguities, raising the possibility that your proposal takes exception to the terms and conditions of the solicitation.

L.5.6. All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Volume.

L.6. DISCLOSURE OF PROPOSAL

L.6.1. Information contained in the Offerors technical, management or price proposal must be released under the Freedom of Information Act (5 U.S.C. 552) upon request from the public except to the extent it contains trade secrets and privileged or confidential commercial or financial information. If the Offerors proposal contains material meeting this description which is customarily maintained in confidence in the course of the Offerors business and is not otherwise publicly available and if the Offeror does not want it disclosed to the public, he shall mark the title page with the legend that follows:

"This proposal, furnished in response to Solicitation W911QY-16-R-0004, contains trade secrets and/or privileged or confidential commercial or financial information. This information is maintained in confidence in the course of the Offerors business and is not otherwise publicly available. The Offeror submits this information to the Government in confidence and understands that it is received with that intent. This information shall not be released or disclosed outside the Government under the Freedom of Information Act (5 U.S.C. 552) or under any other circumstances."

L.6.2. Proposals so marked will be accepted by the Government in confidence and will not be released provided that: The Offeror and/or the Government can show upon request under the Freedom of Information Act, that disclosure would either (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the competitive position of the Offeror.

L.7. DISCLOSURE OF UNIT PRICE INFORMATION

L.7.1. This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987) of our intention to release unit prices of the awardees in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the Contracting Officer is notified of your objection to such release prior to submission of initial proposals.

L.8. SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION

L.8.1. The Government shall employ best value techniques to evaluate proposals, conduct negotiations, and determine the successful offer in this acquisition. "Offerors", for the purposes of this solicitation, shall be defined as a response to the solicitation that, if accepted, would bind the offerors to perform the resultant contract. The offerors can expect the following conditions and responses during proposal evaluation and negotiation:

L.8.2. Upon receipt, the proposals shall be reviewed for completeness and compliance with RFP requirements. The proposals shall receive a detailed evaluation employing the process and criteria identified in Section M of this RFP.

L.8.3. If the Contracting Officer decides that discussions with offerors are needed, a competitive range determination will be made. The competitive range will be comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The Contracting Officer will notify offerors promptly in writing when their proposals are excluded from the competitive range or otherwise eliminated from the competition. That notice shall state the basis for the determination and that a proposal revision will not be considered.

L.8.4. THE GOVERNMENT INTENDS TO CONDUCT DISCUSSIONS BUT RESERVES THE RIGHT TO AWARD A CONTRACT(S) BASED ON INITIAL SUBMISSION WITHOUT ORAL PRESENTATION, EXCHANGES AND/OR DISCUSSIONS. Therefore, the Offeror's initial proposal shall contain the Offerors best terms.

L.8.5. In accordance with FAR 15.306, the Government may conduct limited exchanges with offerors after receipt of proposals or award without discussions. Such exchanges shall not be used to cure proposal deficiencies or

material omissions, materially alter the technical or price elements of the proposal, and/or otherwise revise the proposal.

L.8.6. In the event the Government conducts discussions, the Government shall render a competitive range determination and conduct discussions with only those Offerors remaining in the competitive range. In accordance with FAR 15.306(c), the competitive range shall consist only of those offers that are the most highly rated offers, however, in accordance with FAR Part 15.306(c)(2) the number of proposals in the competitive range may be limited for purposes of efficiency.

L.8.7. In the event a competitive range has been established, Offerors shall be prepared to enter into discussions. For those Offerors in the competitive range, the Government shall submit Discussion Items, which shall be answered by the Offerors.

L.8.8. Additional competitive range determinations may be made as needed during discussions. A request for Final Proposal Revisions (FPRs) shall be received from those Offerors remaining in the competitive range at the conclusion of discussions. The Contracting Officer shall establish a common due date and time for the submission of FPRs. The final proposal revision shall be requested in the following format:

Regarding your offer submitted in response to the above referenced solicitation, discussions with Offerors are now concluded. You have the opportunity, if you so desire, to submit a best or final offer by TBD AM/PM on TBD, 2016. Major revisions are not expected, but should you revise your offer in any way, complete and detailed support for the revision and any other affected part of your proposal must accompany the revision. In the event the price is revised, a complete price breakdown setting forth the revisions and basis thereof, shall be submitted with the revised offer. The Government reserves the right to reject any proposal data specified above if not submitted with a revision or, if submitted, is inadequate to establish the acceptability of the revised offer. Any revision received after the closing time and date shall be considered a late offer in accordance with FAR 52.215-1(c)(3)(ii)(A), Instructions to Offerors, Competitive Acquisition.

L.8.9. If FPRs are requested, the Offeror's FPR shall be evaluated in accordance with the evaluation criteria stated in Section M. Unexplained or inadequately explained departures from the previous submission may significantly impact the evaluation of the Offeror's proposal. The information in the FPR should be presented in a clear, coherent and concise manner. Vague or terse statements such as "shall comply", "noted and understood", etc. are NOT acceptable.

L.9. GENERAL PROPOSAL INSTRUCTIONS

L.9.1. These instructions provide a description and guidance regarding the suggested approach for the development and presentation of the data proposed in response to this solicitation.

L.9.1.1. The proposal(s) shall include all of the information requested in these instructions. Failure to fully comply with these instructions may be cause for proposal rejection.

L.9.1.2. The Offerors should clearly describe how they intend to accomplish this contract effort. Mere acknowledgment or restatement of requirements is not acceptable. Relevance to this acquisition effort is critical.

L.9.1.3. The information in the proposal(s) should be clear, coherent, and concise manner. Vague or terse statements such as "will comply", "noted and understood", etc. are not acceptable. The presentation shall be limited to the information that is necessary to convey a point and should not be overly elaborate.

L.9.1.4. Hard Copy of Proposal:

a. The proposal documents shall be submitted in loose leaf, three-ring binders. Offerors shall submit one original proposal, clearly marked as the original, of each volume.

b. Each volume shall have a cover sheet marked with the volume number, copy number (e.g. Copy 1 of 4), title, RFP identification, business size classification and Offeror's name.

c. Documents shall be stamped FOR OFFICIAL USE ONLY AND SOURCE SELECTION SENSITIVE.

Volume(s) number, copy number and title must also be on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet.

d. Each page shall contain as a header the Offerors company name, address, solicitation number, date, volume number, and page count. A Table of Contents for each section shall be provided.

L.9.1.5. Shipping cartons shall be numbered and packaged in such a manner as to allow a complete inventory after opening without removing any binders or documents.

L.9.1.6. Offerors shall submit proposals in five (5) volumes:

Volume Number	Content	Number of Copies
Volume I	Administrative	Original + 5 Copies + 1 CD/DVD
Volume II	Technical	Original + 5 Copies + 1 CD/DVD
Volume III	Management	Original + 5 Copies + 1 CD/DVD
Volume IV	Past Performance	Original + 5 Copies + 1 CD/DVD
Volume V	Contract Price	Original + 3 Copies + 1 CD/DVD

L.9.1.7. Each volume shall be a standalone document and shall clearly and completely describe the effort which the Offeror is proposing to accomplish under the contract. Volumes I, II, III and IV shall not contain any price proposal information.

L.9.2. CD/DVD-ROM SUBMITTALS

L.9.2.1. In addition to the hard copy submittals, the entire proposal shall also be submitted in electronic format on one (1) CD/DVD-ROM for each volume.

a. The submission shall consist of five (5) CD/DVD - ROM volumes.

b. Volume(s) number, copy number and title must also be on the CD or DVD label(s).

c. The CD/DVD -ROM submissions shall be compatible with the Windows 7 operating system. Microsoft Office products shall be used (i.e. MS Excel shall be used to create .xls files, MS Word shall be used to create .doc files, and MS Project shall be used to create .mpp files). Adobe Acrobat shall be used to create the .pdf file.

d. The titles for each file are shown in the table below.

e. The offeror is responsible for ensuring electronic copy on CD/DVD -ROM is virus free.

f. Each file name will be preceded by a three digit designation to indicate the Offerors company, e.g. ABC company shall submit the file ABC TECDEVAPP.doc, ABCPP.pdf, etc.

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

h. Files shall not contain classified data.

- i. The hard copy/paper version of the proposal takes precedence over the electronic version in terms of any inconsistencies therein.
- j. Both the hard copies and CD/DVD -ROMs must be delivered by the date and time defined for receipt of proposals to be considered timely.

L.9.2.2. Page Limitations. Page limitations and number of copies for each volume shall be as specified below. Submission shall be limited to the number of pages specified herein, inclusive of any drawings, charts, etc. Type shall be no smaller than a font size of ten (10) and shall be single spaced or greater. Page size shall not exceed 8 1/2" x 11".

L.9.2.3. Fold-out illustrations required for reader ease are allowed, however, illustration shall be counted in 8 1/2" x11" increments (e.g. 11" x17" document will count as two pages). The evaluators will read and evaluate only up to the maximum number of pages specified below. Sections for which no page limitation is specified shall contain information only applicable to that section. Any additional information not related to the section will not be evaluated. The specific volumes identified in the table above shall be separately bound in three-ring, loose-leaf binders permitting the volume to lie flat when open. Staples shall not be used. All offerors must apply all appropriate markings including those prescribed IAW FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection and Marking of Contractor Bid or Proposal Information and Source Selection Information. The contents of each proposal volume are described in Section in the table and Section L.10 below.

VOLUME	SUBFACTOR	PAGE LIMIT	CD/DVD ROM FILE NAME
I - Administrative: Section I: Executive Summary Section II: Solicitation Documents Section III: Company POC's, DCMA POCs, CAGE, DUNs and TIN Section IV: Representations & Certifications. Section V: Financial Documentation Section VI: Signed Teaming Agreements		Sec I: 5 page limit Sec II: No page limit Sec III : No page limit Sec IV: No page limit Sec V: No page limit Sec VI: No page limit	ADMIN
II – Technical (Evaluation Factor)	1. Developmental Design of Modular Appliances, Modular Burner and Battlefield Kitchen Platform	50	TECDEVAPP
	2. Technical Data and Data Rights	5	TECDATA
	3. ILS Functions	30	TECEXP
III – Management (Evaluation Factor)		45	MGKEYPER
IV - Past Performance (Evaluation Factor)		None	PASTPERF

V - Contract Price (Evaluation Factor)		None	CP
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L.10. PROPOSAL CONTENT:

L.10.1.VOLUME I. ADMINISTRATIVE.

L.10.1.1. Section I: Executive Summary: A letter shall include:

- a. Master Index. A master index that identifies the location of all major topics provided in each volume.
- b. Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions.
- c. Authorized Negotiators. Offerors shall provide a list of authorized negotiators with their position title and their phone/email contact information.

L.10.1.2. Section II: Solicitation Documents. Each Offeror shall complete blank lines and provide signatures for the contract sections indicated below without modification to the files. An authorized official of the firm shall sign the Standard Form 33, amendments and all certifications requiring original signature. If this individual is not an officer of the company, the proposal shall be accompanied by some form of written evidence of the individual's authority to bind the company, under contract, to a particular course of action. This might include such evidence as a written delegation of said authority, signed by an officer of the company. An Adobe Acrobat file, “.pdf” shall be created to capture the signatures for submission in the Administrative volume.

- a. Originating RFP section: A signed and completed Solicitation/Contract Form and any subsequent amendments.
- b. Contract Administration Data Section G: Insert the required information in the spaces provided.
- c. Section H: Complete "Contractor's Organization and Key Personnel
- d. Section K: Provisions/Clauses: Complete all the required certifications, representations, and acknowledgments for the Prime Contractor

L.10.1.3. Section III: Company POC's, DCMA POCs, CAGE, DUNs and TIN for Prime and subcontractors. In this section of the Administrative volume, the offeror shall provide the Prime and subcontractor's cognizant DCMA POC information for each of the respective offices. Also, in offeror format, this section shall list the Prime and subcontractor's CAGE, DUNs and TIN.

L.10.1.4. Section IV: Representations and Certifications. The offeror shall complete representations and certifications in System for Award Management (SAM). In SAM, the Offeror shall enter the NAICS code for this effort and complete the Representations and Certifications information appropriately. Then print the Representations and Certifications documentation for the volume. Offerors must be registered in the SAM under the applicable NAICS for this requirement, to be determined responsive and responsible at time of proposal submission. Please refer to the website: <https://www.sam.gov/>.

L.10.1.5. Section V Financial Documentation. In order for the Government to determine Financial Responsibility, offerors will submit the Prime Contractor's past fiscal year and current reporting period as of the date of the proposal financial statements to include a Balance Sheet; Income Statement; Cash Flow Statement; and Statement of Retained Earnings. Also, a copy of the Prime's Line of Credit and its current status at the time of proposal submission shall be provided.

L.10.1.6. Section VI Teaming Agreements. If applicable, the offeror shall provide a copy of all pages within signed teaming agreements with subcontractors. The agreement should outline the type of work, complexity and

approximate percentage level of work assigned to the subcontractor. Also, it must identify which socio-economic categories the sub-contractor qualifies for under NAICS code 332999; as well as the subcontractor's POC with the address, phone, email and CAGE for verification-if necessary.

L.10.2.VOLUME II. TECHNICAL

L.10.2.1. SubFactor 1: Developmental Design of Modular Appliances, Modular Burner and Battlefield Kitchen Platform

a. Modular Burner: The Offeror shall describe the concept and design approach with as much technical detail as necessary to inform the evaluators on how the offer will develop and fabricate burners that meet the requirements of the PPD-001, Modular Burner. Key design considerations that should be addressed in detail are, but not limited to:

- Deviations from or improvements to the government developed modular burner
- Overall weight and power consumption
- Fuel system interface with modular appliance
- Fuel consumption
- Component reliability
- Ease of burner replacement and burner repair
- Ease of component access for maintenance and repair
- Controller interface with appliance
- Burner Controls
- Use of COTS components.

b. Modular Appliances: The Offeror shall describe the concept and design approach with as much technical detail as necessary to inform the evaluators on how the offer will develop and fabricate appliances that meet the requirements of the PPD-002, Modular Appliances. Key design considerations that should be addressed in detail are, but not limited to:

- Integration of Modular Burner
- Component weights and anticipated component production costs
- Appliance heating efficiency
- Appliance power consumption
- Grease collection for griddle
- Appliance maximum height as dictated by packout
- Oven capacity and concept for distributing heat evenly and efficiency throughout the oven cavity
- Lock down concept
- Steamer design and capabilities and versatility
- Ability to heat tray pack
- Ability to drain water
- Cleanability
- Innovative ways to use storage cabinets as warming cabinets
- Appliance controls
- Means of heating water for the hand wash sink
- Design concept for the modular refrigerator.

c. Kitchen System: The offeror shall describe their concept design and plan to fabricate Kitchen Systems to include the interface between the Kitchen Platform PPD-003 and the Modular Appliances (PPD-002). Key design considerations that should be address in detail are, but not limited to:

- Detailed System Weight estimate to include center of gravity (during transportation configuration)
- Design concept for platform extensions
- Design concept for height reducible roof
- Trailer Choice and rationale
- Overall system power consumption

Concept and design for system set up and packout (to include detailed pack out plan)
Innovative packout plan to minimize damage to equipment
The plan for transitioning from transportation to operational modes.
Concept for meeting the air transportability requirement of 8 foot maximum height
Generator location and interface during transportation
Concept and design of Ventilation of cooking effluent while operating on BK platform
Kitchen environmental control in both cold and hot environments to include any innovative methods of utilizing waster heat in cold conditions
Innovative ways to utilized waste heat to meet the requirement for holding cabinets
Innovative low power consumption lighting to illuminate work surfaces
Fuel system concept and design and concept for fuel container storage during transportation
Electrical interfaces with appliances
The method of securing the appliances to the BK platform for transportation
Concept to meet the requirements for downloading the appliances from the BK platform into remote site (e.g. fixed structures).
The extent to which the BK platform ventilation system can be utilized to ventilate downloaded appliances.
The extent to which additional equipment will be necessary to meet this downloaded ventilation requirement.

L.10.2.2. SubFactor 2: Technical Data and Data Rights

L.10.2.2.1. Offerors shall demonstrate the ability to develop, produce, and deliver a production level Technical Data Package according to the Technical Data Contract Data Requirements Lists (CDRLs) and the Statements of Work (SOW), using Military Standard MIL-STD-31000. Offerors shall submit 1 example of a TDP to demonstrate an understanding and ability to provide a production level TDP. The TDP will be delivered on a CD.

L.10.2.2.2. The offeror shall provide a detailed assertion of the level of technical data by component that will be provided to the government IAW DFARS 252.227-7017. The offeror shall include and clearly indicate which components and products for which it does not propose to provide full production level technical data (for example, components for which only form, fit and function data will be provided), as well as an explanation regarding why the proffered data is sufficient to allow a technically-competent manufacturer to produce the part, component or system in the absence of full production level technical data. Offerors shall also cross reference technical data provided with any rights assertions in attachment 0004.

The Government will consider all data rights unlimited unless the contractor asserts restrictions on these rights. All technical data, to include required development tools, for which the Offeror asserts less than Unlimited Rights shall be listed in Attachment 0004 to the RFP, BK Data Rights Assertions List. Offerors shall complete all columns in Attachment 0004, to include an affirmative statement as to whether the offeror is willing to provide additional rights pertaining to technical data for commercial items; or noncommercial items, in the event that said data was developed at private expense. If no additional rights are offered, the offeror must annotate N/A in the last two columns. Failure to fully complete Attachment 0004 will render the proposal nonresponsive.

L.10.2.3. SubFactor 3: ILS Functions

a. The Offeror shall describe proposed Configuration Management capabilities and processes, and the Offerors ability and plans to meet the deliverable requirements as specified in the CDRLs.

L.10.3. VOLUME III. MANAGEMENT. The Management Factor should describe the Offerors capital, human and financial resources and how they will be utilized to successfully accomplish this effort.

L.10.3.1. Program Management and Key Personnel

a. The Offeror shall identify proposed Program Management and Key Personnel and the applicability of the personnel resources and the professional and technical skills being applied to this effort. This section shall also identify sub-contractors.

L.10.3.2. Warranty

a. The Offerors shall describe the proposed Warranty including the specific terms, warranty execution plans, conditions and procedures to handle returns, corrective actions, or replacement of the BK components/systems.

L.10.3.3. Contract Master Schedule

a. The proposal shall contain the Offeror's proposed schedule that demonstrates their ability to meet the contract schedule and shall be presented in chart format (Microsoft Project 2007) with sufficient detail to discern the scheduled events leading to the delivery of all deliverables including data items. The Master Schedule shall include, but is not limited to proposed contractor/ government meetings, events leading to data submittals, pre-production manufacturing activities and contractor and government testing. The schedule shall provide a comprehensive look at the entire program from contract award through production and fielding.

L.10.3.4. Manufacturing Plan

a. The Offerors manufacturing plan shall include a description of their manufacturing procedures to produce the proposed item; the production scheduling plan, and procedures for identifying, acquiring, controlling, and maintaining the materials needed to produce the end item in accordance to the requirements of the specification and delivery schedule as outlined in the solicitation.

Manufacturing Procedures - The Offeror shall describe their manufacturing procedures to produce the proposed end items. This shall include but not be limited to the following: a list of operations, production personnel, facilities and a management plan. The Offeror shall describe their procedures for identifying, acquiring, controlling and maintaining the materials needed to produce the end items. If production personnel are not available or on board at the time of solicitation closing, describe your method of obtaining qualified individuals in sufficient time to perform on the contract.

Production Scheduling - The Offeror shall describe the production plan developed to meet the delivery requirements. At a minimum, the production plan shall include a production milestone chart, address the nature of any work in process, explain how the proposed contract would be phased into current production, and describe the extent of subcontracting, if any. If the contractor intends to subcontract, the production scheduling plan shall address the procedures and methods for maintaining technical control and surveillance over subcontractors to ensure receipt of items consistent with the delivery schedule.

b. Production Equipment - The Offeror shall provide a profile of the major plant equipment proposed for use on this contract. This can include a listing that specifies the manufacturer, model number, age, general condition, and quantity of each item listed. If this equipment will not be on hand at the time of solicitation closing, identify the equipment you plan to acquire and describe your method of obtaining (including source of funds) the equipment in sufficient time to meet your production requirements. If equipment is not on hand, letters of commitment are required.

c. Offerors shall identify the Quality Assurance Program (QAP) they plan to implement for the BK program. The proposal shall provide a description of the Offeror's quality control procedures and quality control inspections that are to be utilized during the development and manufacturing of BK program assets.

L.10.4. VOLUME IV PAST PERFORMANCE.

L.10.4.1. Each Offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the format contained in Attachment 0001 Past Performance Information of this solicitation. This information is required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners who are proposed to perform 30% or more of the proposed effort based on the total proposed price or perform aspects of the effort the Offeror considers critical to overall successful performance. The Government will use data provided by each Offeror in this volume and data obtained from other sources in the evaluation of past

performance. The Offeror shall submit with its proposal the applicable subcontractor, teaming partner, and/or joint venture partner letter(s) of consent allowing the Government to disclose the past performance to the Offeror during negotiations.

L.10.4.2. Experience: The Offeror shall provide a description of up to five (5) current and past contracts (as a prime or subcontractor) over the past three (3) years, which are relevant to the efforts required by this solicitation. Relevant is defined as those contracts associated with military field kitchens and equipment or other products similar to the effort required by this contract. Relevant contracts are also defined as those encompassing similar scope in the cost, complexity, ILS functions, Configuration Management, system engineering, and production requirements as this contract requires. The Government may choose to investigate contractors prior to the past three (3) years for the purpose of the evaluation. In addition, any and all contracts terminated in whole or in part during the past five (5) years, to include those currently in the process of such termination are considered relevant and the Offeror shall provide past performance information for those contracts.

L.10.4.3. Performance: For each of the contracts described above, the Offeror shall describe the objectives achieved detailing how the effort is relevant to the systems engineering, design, production, and integrated logistics support requirements required by this contract. For any contracts which did not/do not meet the original requirements with regard to original cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised, and provide an explanation of why the revision was necessary. The Offeror shall also provide copies of Product Quality Deficiency Reports, warranty claims, product deficiency complaints, Cure Notices, or Show Cause letters received on each contract listed; and provide a description of the corrective action taken and the extent to which the customer was satisfied with the response. For any terminated contracts, the Offeror shall indicate the type and reasons for the termination. The Government may choose to investigate contracts prior to the past three (3) years for the purpose of the evaluation. In addition, any and all contracts terminated for cause in whole or in part during the past five (5) years, to include those currently in the process of such termination are considered relevant, and therefore the Offeror shall provide past performance information for those contracts. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. The Government reserves the right to use alternative resources to gather past performance information. Other resources may include the Contractor Performance Assessment Reporting System (CPARS); the Past Performance Information Retrieval System (PPIRS); Product Quality Deficiency Report (PQDR) databases; questionnaires; and interviews. Offerors are reminded that while the Government may elect to consider data obtained from other resources, the burden of showing good past performance rests with the Offerors.

L.10.4.4. The Government requests the Offeror send out Past Performance Questionnaires (Attachment 0002 Past Performance Questionnaire to the solicitation) to each of the Points of Contact (POCs) identified in the Past Performance Volume. The POCs will submit completed questionnaires **directly to the Government POC**; Sean Auld @ Sean.G.Auld.civ@mail.mil no later than the proposal submission deadline specified in the solicitation. The Subject Line of the emailed questionnaire submission shall be: "PPQ: BK Solicitation W911QY-16-R-0004 - (Offeror's Company Name)" as specified in the questionnaire. Completed Past Performance Questionnaires (PPQ's) are considered source selection sensitive and not releasable to any Offeror. Copies of the PPQ's shall not be included in the offerors proposal.

Preferred points of contact are, in order of descending preference: The program manager, PCO, or ACO. For work performed on a Government contract, questionnaires shall be sent to a Government POC, regardless of the Offeror's participation in the referenced contract as a prime- or sub-contractor. For non-Government contracts, the suggested order of precedence is Contractor program or project manager followed by contract manager.

Offerors shall include in the past performance volume a list of all the Points of Contact who were sent questionnaires. The Point of Contact List shall be submitted in Table Format to include the following fields: Solicitation Number; Offeror Company Name; Contract Number; Government Agency; Point of Contact Last Name, First Name; Point of Contact Title; Point of Contact Telephone Number; Point of Contact e-mail address; date the questionnaire was e-mailed to Point of Contact (month/day).

L.11. VOLUME V CONTRACT PRICE.

L.11.1 Cost or Pricing Data Requirements

L.11.1.1. Adequate price competition may not be the sole evaluating factor in determining price reasonableness. If it is concluded that additional information is necessary to determine the reasonableness of the proposed price, the Contracting Officer may request information to determine the price reasonableness. In accordance with FAR 15.403-1(b) and 15.403-3(a), data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient data available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit additional cost or pricing data. If the Contracting Officer otherwise determines that adequate price competition does not exist, and determines that none of the exceptions in FAR 15.403-1(b) apply, the Government will require the Offeror to provide certified cost and pricing data in accordance with FAR 15.403-4.

L.11.1.2. The Offeror shall complete the following as part of the price proposal:

L.11.1.2.1. Section B: The entirety of Section B constitutes the Offeror's price proposal for this acquisition, including the step ladder pricing referenced in Section B2.

L.11.1.2.2. All "optional" paid up, royalty-free License Agreement CLINS (0022, 0024 and 0026) are not required to be priced but there will be a price evaluation penalty as defined in section M.3. Evaluation Approach for any unpriced License Agreement CLINS, as it is the government's desire to purchase the license agreements.

L.11.2. Explanation of Estimating Method Used

The Offeror shall completely explain the methodology used to estimate the proposed pricing and describe why it is a sound estimating methodology. If historical data of a comparable project is used, the analogy of the projects should be described and the following shall be provided: program name, contract number, specific phase of the program from which the historical data was extracted, and all activities that are included in the historical data used in the estimate. If engineering labor hours have been estimated based upon other than past experience, the Offeror shall provide detailed rationale on how they have been estimated. The Offeror shall identify the escalation rates used for materials, equipment, subcontracts, direct labor and indirect expenses. The Offeror shall describe the basis of the escalation rates.

L.12. INCORPORATION OF PROPOSAL

L.12.1. All or portions of the Contractor's Technical Proposal, as negotiated and accepted by the Government, may be incorporated by reference into the resultant contract. Some or all of the information furnished by the Contractor may be subject to disclosure under the Freedom of Information Act. For this reason the Contractor shall identify information contained in the proposal which the Contractor specifically does not want to be incorporated by reference.

L.12.2. Notwithstanding any rights the Government shall receive under the contract to the data being protected under the solicitation, any request for information received under the Freedom of Information Act (5 U.S.C 552) for the resulting contract, including any portion of the proposal that was incorporated into the contract, shall be reviewed in accordance with the FOIA statute. The Government shall contact the Contractor to identify what information, if any, contained in the contract should be withheld from release to the public. The Contractor shall then have to demonstrate that the information is (1) a trade secret or (2) confidential, commercial information. In case of the latter, the Contractor would have to demonstrate, in detail, that disclosure would (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the Contractor.

L.13. ARMY MATERIAL COMMAND, AMC-LEVEL PROTEST PROGRAM

L.13.1. If an interested party have complaints about this procurement, it is preferable that an interested party first attempt to resolve those concerns with the responsible Contracting Officer. However, an interested party can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>

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

L.13.2. Protests filed with the Contracting Officer shall be submitted to the address designated in FAR Clause 52.233-2 of the solicitation or in the paragraph entitled "Remedies" of the AMC-Level Protest Procedures whenever Internet access is not available to the Contractor. For all protests filed with the Contracting Officer, the Contracting Officer shall continue to serve as the Protest Decision Authority.

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

SECTION M

M.1. BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Technical, Management, Past Performance and Contract Price. The Technical factor is more important than the Management factor, which is more important than the Cost/Price factor, which is more important than the Past Performance factor. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical and Management factors (to include all subfactors). A Contract may be awarded to the Offeror who is deemed responsible in accordance with the FAR (See FAR 9.104, which describes the standards prospective contractors, must meet to be determined "responsible"), as supplemented, whose proposal is responsive in that it conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation), and is judged based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the Offeror who gives the Army the greatest confidence that it will best meet, or exceed, the requirements of this solicitation. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines the best value in accordance with business judgments and tradeoffs. The SSA will base the source selection decision on an integrated assessment of proposals against the Technical Capability and Cost/Price Factors in the source selection criteria in the solicitation (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source

selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

The tradeoff process is selected as appropriate for this acquisition. Award may be made to other than the lowest priced Offerors or other than the highest technically rated Offerors. In determining the best value to the Government, the Technical and Management Evaluation Criteria, when combined, are more important than the evaluated price. The Government is more concerned with obtaining a proposal with superior technical merit than making a selection at the lowest evaluated price. Thus, the closer or more similar in merit that the Offerors' technical proposals are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award. However, the Government will not make an award at a price premium that it considers disproportionate to the benefits associated with the higher technical merit. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decisions.

M.1.1. Number of Contracts to be Awarded: The Government intends to award one contract for the Battlefield Kitchen design, development and production effort however, the Government reserves the right to not award a contract in the event that no proposals are considered to be in the best interest of the Government.

M.1.2. Reporting: A narrative discussion of the evaluation of each proposal in terms of the evaluation criteria and proposed strengths, weaknesses, significant weaknesses and deficiencies will be provided to the Contracting Officer. Each Factor will be rated by consensus and incorporated into a report. If consensus is not obtainable, a minority report prepared and signed by the dissenting evaluator(s) and included in the report.

M.1.3. Ratings: To receive consideration for award offerors shall demonstrate a complete understanding of the requirements of the solicitation. An Adjectival Rating of no less than "Acceptable" must be achieved for the Technical & Management Factors (to include all subfactors). An evaluation rating of "Unacceptable" at the Subfactor level will cause the entire Factor to be rated as "Unacceptable," and an evaluation of "Unacceptable" at the Factor level will cause the entire Proposal to be rated as "Unacceptable." Offerors are cautioned that award may not necessarily be made to the lowest-priced offeror.

M.1.4. Competitive Range: If the Contracting Officer decides that discussions with offerors are needed, a competitive range determination will be made. The competitive range will be comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The Contracting Officer will notify Offerors promptly in writing when their proposals are excluded from the competitive range or otherwise eliminated from the competition. That notice shall state the basis for the determination and that a proposal revision will not be considered. The Contracting Officer will use this report to assist in the competitive range determination.

M.1.5. Discussions: Offerors are advised that the Government intends to conduct discussions but reserves the right to award based on the initial proposal submissions without discussions therefore, the offeror's initial proposal shall contain the offeror's best terms. Upon establishment of the competitive range, and to the extent deemed necessary at the sole discretion of the Contracting Officer, written discussion items may be issued to remaining Offerors, using control numbers, to further investigate any weaknesses, deficiencies, or other subjects identified by the technical panel as germane to the evaluation process. Discussion items may be issued relating to any matter that requires written revisions to a proposal for which a binding agreement is required/desired.

M.1.6. Competitive Advantage from Use of GFP: The Government will eliminate any competitive advantage resulting from an Offeror's proposed use of Government-furnished property (GFP) by assessing the equivalent value (see FAR 45.201) of those resources as part of the offered price.

M.2. FACTORS AND SUBFACTORS TO BE EVALUATED:

The following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

M.2.1. Factor I – The Technical factor is further divided into the following subfactors:

- a. Subfactor 1 Developmental Design of Modular Appliances, Modular Burner and Battlefield Kitchen Platform.
- b. Subfactor 2 Technical Data.
- c. Subfactor 3 ILS Functions and Configuration Management.

Subfactor 1 and 2 are of equal importance and are more important than subfactor 3.

M.2.2. Factor II –Management

Evaluation of the offeror's proposal shall address each requirement of the RFP. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach", Section M.3. During evaluations of each proposal, the Government will assign an adjectival rating and write a narrative evaluation reflecting the identified findings for this factor.

M.2.3. Factor III – Past Performance: Each offeror's past performance will be reviewed to determine relevancy and confidence assessment.

M.2.4. Factor IV – Contract Price Proposal: The resulting award will be a Firm Fixed Price (FFP) contract type. Price reasonableness will be utilized in the evaluation of each offeror's price proposal IAW section M.3.3.9. of this solicitation.

M.3. EVALUATION APPROACH:

M.3.1. All proposals in response to this RFP shall be subject to evaluation by a panel of Government Subject Matter Experts and based on an independent comprehensive review and assessment of each proposal against all source selection criteria. Proposals will be rated in accordance with the process described in this section. The process will rate the offeror's ability to perform the work in accordance with all aspects of requirements outlined in this solicitation and the reasonableness of the Contract Price Section.

M.3.2 Proposal Rating: The technical panel will provide a detailed evaluation and assign a combined technical/risk rating for the Technical and Management Factors. The Past Performance Factor will receive only a confidence rating. The Contract Price Proposal Factor will be evaluated by the Contracting Officer and/or Price Analyst in accordance with the evaluation criteria established in the RFP.

M.3.3. Relative Importance of Factors and Subfactors:

M.3.3.1. Factors: The Technical factor is more important than the Management factor, which is more important than the Cost/Price factor, which is more important than the Past Performance factor.

M.3.3.2. Technical Subfactors: Subfactor 1 and 2 are of equal importance and are slightly more important than subfactor 3.

M.3.4. The overarching evaluation approach for all factors and subfactors is as follows:

M.3.4.1. Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

M.3.4.2. Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

M.3.5. FACTOR I TECHNICAL - The offerors proposal will be evaluated for adequacy of response and feasibility of approach with regard to the Offeror's technical capability. Marginal levels of overall details in the Factors and Subfactors could indicate a lack of understanding concerning the requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The Technical factor is divided into the following subfactors:

M.3.5.1. Subfactor 1 –Ability to develop and manufacture a complete BK System that meets the requirements of this solicitation. Subfactor 1 will be evaluated for adequacy of response and feasibility of approach with regard to the Offeror's proposed:

Modular Burner: The plan to design, fabricate, test, and manufacture a burner that meets the requirements of the PPD FSE-001 will be evaluated for adequacy of response and feasibility of approach. The evaluation will focus on determining the proposers understanding of the project requirements and the ability to meet those requirements both in the development and production phases of this effort.

Modular Appliances: The plan to design, fabricate, test, and manufacture the modular appliances that meet the requirements of PPD, FSE-002 will be evaluated for adequacy of response and feasibility of approach. The evaluation will focus on determining the proposers understanding of the project requirements and the ability to meet those requirements both in the development and production phases of this effort.

Kitchen Platform: The plan to design, fabricate, test, and manufacture the Battlefield Kitchen Platform that meets the requirements of PPD FSE-003 will be evaluated for completeness and effectiveness. The evaluation will focus determining the proposers understanding of the project requirements and the ability to meet those requirements both in the development and production phases of this contract.

M.3.5.2. Subfactor 2 - Technical Data: The Government will evaluate the Offeror's proposal for adequacy of response and feasibility of approach in regard to the Offeror's proposed: Contract Data Requirements Lists (CDRLs) and the Statements of Work (SOW), using Military Standard MIL-STD-31000.

M.3.5.2.1. GPR Adjustment: The GPR Adjustment will be the result of the evaluation in accordance with M.3.5.2 of information submitted in response to section L.10.2.2. The adjustment will be proportional to the anticipated future savings based on the degree to which the offerors proposed data rights fully support future full and open competitive acquisitions. The resulting GPR adjustment will be subtracted from the offerors Evaluated Contract Price as part of the Total Evaluated Price calculation. The adjustment will be based on a combination of the utility for future competitive acquisitions of the TDP and the cost of the GPR.

M.3.5.2.2. GPR Adjustment Formula: The GPR Adjustment, in FY16\$, will be calculated in accordance with the formula:

$$A = (B \times C) + (B - P)$$

Where:

A = GPR adjustment

B = Baseline government savings

C = Competitive utility multiplier

P = GPR Price

M.3.5.2.3. Proposed GPR Price: The Offerors proposed GPR price will be evaluated as part of the Evaluated Contract Price calculated under M.3.9.

M.3.5.2.4. Government Baseline Savings: The Governments baseline savings (B) is \$3,109,600.00 in FY16\$. This baseline savings represents the savings the Government expects to yield if the Offerors proposed TDP and GPR fully support future full and open competitive acquisitions. The baseline savings is calculated based on anticipated

costs for any necessary redesign, recreation of technical data, and re-testing of equipment. In the event the formula in M.3.5.2.2 yields a negative number, there will be no adjustment to the Total Evaluated Price.

M.3.5.2.5. Competitive Utility Multiplier: The competitive utility multiplier represents an assessment of the quality of the proposed TDP in terms of the degree to which it provides complete information for future competitive procurement (i.e., Competitive Utility), and will be applied based on the evaluation of the TDP in total. The Government will not perform a risk assessment as part of the Competitive Utility Multiplier evaluation. The evaluation will take into account the quantity of components which the Offeror identifies as OEM Source Controlled, the specific components which the Offeror proposes to be OEM Source Controlled and the impact of those components to competitive utility and future competitive procurements. In general, Source Controlled components are considered less advantageous to the Government and competitive rights components (Government Purpose or Unlimited Rights) are considered more advantageous to the Government. Proposing a TDP with significant quantities of OEM Source Controlled components generally will result in a lower competitive utility multiplier due to the additional reverse engineering and/or qualification testing necessary to attain secondary sources to support competition. There are four possible competitive utility multipliers: 0, 1/3, 2/3, and 1. Descriptions of each multiplier are as follows:

M.3.5.2.5.1. 0 Multiplier: Represents a proposed TDP that has significantly degraded to no competitive utility due to the following criteria:

* The proposed TDP features significant quantities of OEM Source Controlled components which would require significant reverse engineering and/or qualification testing for secondary sources to permit future competition.

M.3.5.2.5.2. 1/3 Multiplier: Represents a proposed TDP that has moderately degraded competitive utility due to the following criteria:

* The proposed TDP features moderate quantities of OEM Source Controlled components which would require moderate reverse engineering and/or qualification testing for secondary sources to permit future competition when purchased.

M.3.5.2.5.3. 2/3 Multiplier: Represents a proposed TDP that has slightly degraded competitive utility due to the following criteria:

* The proposed TDP features limited quantities of OEM Source Controlled components which would require limited reverse engineering and/or qualification testing for secondary sources to permit future competition when purchased.

M.3.5.2.5.4. 1 Multiplier: Represents a proposed TDP that has full competitive utility due to the following criteria:

* The proposed TDP features no OEM Source Controlled components, which as a result would not require any reverse engineering and/or qualification testing for secondary sources, and thus would immediately permit future competition when purchased.

M.3.5.2.6. Declining to Propose Data Rights: An Offeror declining to propose an option for the Government to acquire rights in technical data greater than the rights to which the Government is already entitled, i.e., declining to provide an option to give the Government full rights to support competition, will not receive a GPR adjustment. In accordance with 10 USC 2320 and DFARS 227.7103-1 Offerors are not required, either as a condition of being responsive to a solicitation or as a condition for award, to sell or otherwise relinquish to the Government any rights in technical data related to items, components or processes developed exclusively at private expense. An Offeror that does not propose to sell or otherwise relinquish any rights in technical data related to items, components or process developed exclusively at private expense will still be considered responsive.

M.3.5.3. Subfactor 3 – Integrated Logistics Support (ILS) Functions and Configuration Management. Subfactor 3 will be evaluated for adequacy of response and feasibility of approach in regard to the Offeror's proposed:

Ability to perform the ILS functions and the functions necessary for Configuration Management in accordance with the Contract Data Requirements List (CDRL) and the requirements of the solicitation.

M.3.6. FACTOR II MANAGEMENT - The Government will evaluate the Offeror's proposal for adequacy of

response and feasibility of approach in regard to the Offeror's proposed Management capabilities. Marginal levels of overall details in this Factor could indicate a lack of understanding concerning the requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range.

M.3.7. TECHNICAL AND MANAGEMENT FACTOR RATINGS: The Technical and Management factor Ratings, excerpted below focus on the strengths, weaknesses, significant weaknesses, deficiencies, risks and uncertainties of the offeror's proposal. The color rating depicts how well the offeror's proposal meets the factor and subfactor requirements.

M.3.7.1. The adjective descriptor, as defined below, will be assigned by the evaluators and represents their assessment of how well the offeror's proposal meets the stated evaluation criteria for each factor/subfactor.

Combined Technical/Risk Ratings	
Adjectival Rating	Definition
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful contract performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

M.3.7.2. The Adjectival descriptors will be supported by narrative write-ups identifying the associated strengths, weaknesses, and deficiencies, as defined below:

M.3.7.3. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

M.3.7.4. Weakness: A flaw in the proposal that increases the risk of contract performance. See FAR 15.001.

M.3.7.5. Significant Weakness: A flaw in the proposal that appreciably increases the risk of contract performance. See FAR 15.001.

M.3.7.6. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of weaknesses and significant weaknesses in a proposal that increases the risk of contract performance to an unacceptable level. See FAR 15.001

M.3.8. FACTOR III PAST PERFORMANCE - The Offerors and subcontractors past performance with Government and industry will be evaluated to assess the relative risks associated with the Offerors likelihood of success in meeting the requirements stated in this solicitation. Specific areas of past performance examined will include demonstrated technical and schedule performance, cost control, general responsiveness to contract requirements, customer satisfaction, customer focus, and references, if applicable. Past performance data, which demonstrates the Offerors ability to produce military technical manuals and ability to train military technicians on maintenance procedures will also be evaluated. Emphasis will be on recent and relevant performance. Additionally,

any and all contracts terminated in whole or in part during the past five (5) years, to include those currently in the process of such termination should be identified.

M.3.8.1. The Past Performance Factor shall be assigned a performance relevancy rating and confidence assessment rating: The confidence rating will be based on the relevancy and quality of submitted past performances as defined below.

M.3.8.2. Relevancy: The first aspect of the past performance evaluation will be to assess the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is associated with mobile military field kitchens, appliance manufacture and design, fuel fired burner design and fabrication, other mobile systems of similar complexity to the BK to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria will be used to establish what is relevant which will include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming. Relevant is defined as those contracts associated with military field kitchens and equipment or other products similar to the effort required by this contract. Relevant contracts are also defined as those encompassing similar scope in the cost; complexity; system engineering; production; and integrated logistics support requirements as this contract requires.

Past Performance Relevancy Ratings	
Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.3.8.3. Quality Assessment: The quality of the offeror's past performance on those recent efforts that were determined relevant will be assessed to determine how well the contractor performed on the contracts. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

M.3.8.3.1. High Quality: Contractor clearly demonstrated a level of performance above expectations.

M.3.8.3.2. Acceptable Quality: Contractor demonstrated an acceptable level of performance.

M.3.8.3.3. Low Quality: Contractor did not demonstrate an acceptable level of performance

M.3.8.4. PAST PERFORMANCE CONFIDENCE ASSESSMENT: Once the Relevancy and Quality of the past performance contracts has been established, the final step is for the team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below.

Performance Confidence Assessments	
Rating	Description

Substantial Confidence	Based on the offeror's recent, relevant performance record, the Government has a high expectation that the Offeror shall successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent, relevant performance record, the Government has a reasonable expectation that the Offeror shall successfully perform the required effort.
Limited Confidence	Based on the offeror's recent, relevant performance record, the Government has a low expectation that the Offeror shall successfully perform the required effort.
No Confidence	Based on the offeror's recent, relevant performance record, the Government has no expectation that the Offeror shall be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent, relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.3.9. FACTOR IV CONTRACT PRICE PROPOSAL - Contract Price will be evaluated in accordance with FAR Part 15.305(a)(1) to ensure that prices are fair and reasonable, based on adequate price competition and a comparison to the IGCE and will not be given an adjectival or risk rating. The RFP requires firm-fixed-prices contract line items. In the event that reasonableness cannot be determined based on competition and the comparison to the IGCE other than cost and pricing data shall be utilized.

M.3.9.1. Pricing will be evaluated based on a comparison of proposed prices from all offerors received in response to the solicitation as well as a comparison of proposed prices with the Independent Government Cost Estimate. The Government will evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options, in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options, this does not obligate the Government to exercise the option(s).

M.3.9.2. Reasonableness: The Government will evaluate the reasonableness of the proposed price based on competition and a comparison with the IGCE. In the event reasonableness cannot be determined then the methodology will be evaluated. For the price to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an offeror to perform the contract requirements. Reasonableness depends upon a variety of considerations and circumstances, including:

- a. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the offeror's business or of the contract performance;
- b. Generally accepted sound business practices, Federal and State laws and regulations, etc.; and
- c. Any significant deviations from the offeror's established practices.

M.3.9.3. Completeness: Price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed price.

M.3.9.4. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a "buy-in" or unbalanced pricing between CLINs or Option Periods is not occurring. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

M.3.9.5. All proposed prices, including step-ladder prices, will also be evaluated individually to determine reasonableness.

M.3.9.6. Total Evaluated Price (TEP) - The TEP for award purposes will be the sum of the CLINs specified below to include the base period CLINs and all option CLINs as described below except that the Government will eliminate any competitive advantage resulting from an "Offeror's" proposed use of Government-furnished equipment (GFE) as detailed in section H.2. Government Furnished Equipment by assessing the equivalent value (see FAR 45.202) of those resources as part of the offered price.

M.3.9.6.1. The CLINS that are included in the TEP are as follows: 0001-0016, 0021-0086, 1001-1003, 1005, 1009, 1011, 1012, 2001, 2005, 2007, 3001, 3005, 3007, 4001, 4005, 4007, 5001, 5002, 5005 and 5007.

M.3.9.6.2. For evaluation purposes only the Additional BK Developmental Prototype CLIN 0013 will be evaluated by averaging the unit price for each step-ladder pricing to determine an average unit price. For evaluation purposes only, the average unit price will then be multiplied by 5. This total will be utilized in the total evaluated price calculation.

M.3.9.6.3. For evaluation purposes the total evaluated price will be adjusted as specified in M.3.5.2., based on the utility and cost of the proposed Government Purpose License Rights for CLINS 0022, 0024, and 0026.

M.3.9.6.4. For evaluation purposes only the Production Unit CLINS 1005, 2001, 3001, 4001 and 5001 will be evaluated by averaging the unit price for each step-ladder pricing to determine an average unit price. For evaluation purposes only, the average unit price will then be multiplied by 80. This total will be utilized in the total evaluated price calculation.

M.3.9.6.5. ASL Kit CLINS 1006, 2002, 3002, 4002 and 5002 will not be included in the TEP.

M.3.8.6.6. For evaluation purposes only the Storage CLINS 1009, 2005, 3005, 4005 and 5005 will be evaluated by averaging the unit price for each step-ladder pricing to determine an average unit price. For evaluation purposes only, the average unit price will then be multiplied by 30. This total will be utilized in the total evaluated price calculation.

M.3.9.6.7. For evaluation purposes only the Modular Appliances and Accessories CLINS 1011, 2007, 3007, 4007 and 5007 will be evaluated by averaging the unit price for each step-ladder pricing to determine an average unit price. For evaluation purposes only, the average unit price will then be multiplied by 25. This calculation will be completed for each modular appliance and accessories. These totals will be utilized in the total evaluated price calculation.

M.3.9.6.8. The CLINS that are excluded from the TEP are as follows: 0017-0020, 0087, 1004, 1006, 1007, 1008, 1010, 2002, 2003, 2004, 2006, 3002, 3003, 3004, 3006, 4002, 4003, 4004, 4006, 5002, 5003, 5004 and 5006.

(End of Summary of Changes)