SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 161

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	W911QY-16-R-0004	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	06 May 2016	

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
CODE W911QY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 TEL: FAX:	CODE **See Item 7** TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	SEAN AULD	508-233-6183	sean.g.auld.civ@mail.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

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

Section A - Solicitation/Contract Form

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 Amendments, 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.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Each		

Safety Assessment & Health Hazard Report
FFP
The Contractor shall prepare a Safety Assessment Report (SAR) and Health Hazard Analysis Report (HHAR) in accordance with (IAW) CDRL B001. See statement of work section C.2.2.
FOB: Destination

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Each		

Hazardous Materials Management Plan
FFP
The Contractor shall prepare a Hazardous Materials Management Plan for the BK Project IAW CDRL B002. See statement of work section C.2.3.
FOB: Destination

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Each		
	Design Modular Burner FFP The Contract shall complete the design of the Modular Burner meeting all of the requirement of this contract. See statement of work section C.2.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		24	Each		
	Fabrication of Modular Burners FFP See statement of work section C.2.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		1	Each		
	Modular Burner Test FFP Contractor Developmental Test Plan and Test Performance for Modular Burner IAW CDRL B003. See statement of work section C.2.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1	Each		
	Modular Burner Test Report FFP Contractor Developmental Test Report for Modular Burner IAW CDRL B004. See statement of work section C.2.7. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		1	Each		
	Design Modular Appliances FFP The Contractor shall complete the design of the Modular Appliance Suite meeting all of the requirement of this contract. See statement of work section C.2.8. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		3	Each		
	Fabrication of Modular Appliance Suite FFP The Contractor shall Fabricate the Modular Appliance Suite. See statement of work section C.2.9. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		1	Each		
	Modular Appliance Test FFP Contractor Developmental Test Plan and Test Performance for Modular Appliances IAW CDRL B003.. See statement of work section C.2.10. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1	Each		
	Modular Appliances Test Report FFP Contractor Developmental Test Report for Modular Appliances IAW CDRL B004. See statement of work section C.2.11. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		1	Each		
	Design Battlefield Kitchen Platform FFP The Contractor shall design the Battlefield Kitchen Platform meeting all of the requirements of the contract. See statement of work section C.2.12. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012		3	Each		
	BK Developmental Prototypes FFP Complete Battlefield Kitchen Developmental Prototypes: The Contractor shall complete all tasks to design, fabricate, and demonstrate performance of complete Battlefield Kitchen Developmental Prototypes. See statement of work section C.2.13. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013		UNDEFINED	Each		

Additional BK Developmental Prototypes
FFP
Additional Battlefield Kitchen Developmental Prototypes: The Contractor shall complete all tasks fabricate and demonstrate performance of complete Battlefield Kitchen Developmental Prototypes. See statement of work section C.2.13. Offerors shall propose their stepladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		1	Each		

Battlefield Kitchen Test
FFP
Test Plan for Contractor Developmental Testing for Battlefield Kitchen: The Contractor shall prepare a test plan describing the developmental testing to be performed by the Contractor IAW CDRL B003. See statement of work section C.2.14
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015		1	Each		
	Battlefield Kitchen Test Report FFP Test Report for Contractor Developmental Testing for the Battlefield Ktichen: The Contract shall prepare a test report on the results of the Contractor Developmental Testing IAW CDRL B004. See statement of work section C.2.15. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016		1	Each		
	Package List and Hardware FFP System Support Package List and Hardware for Testing IAW CDRL B005. See statement of work section C.2.16. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		UNDEFINED	Each		

Test Support for Developmental Testing
FFP
Contractor Test Support for Developmental Testing. See statement of work section C.2.17. Offerors shall propose their labor rates for this CLIN in section B.2. of the solicitation. This CLIN will not be included in the total evaluated price (TEP).
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		UNDEFINED	Each		

Non-Design Related Repairs
FFP
See statement of work section C.2.18.1. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when non-design related repairs are determined and defined.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019		2	Each		
	Design Review Information Package FFP Design Review Information Package IAW CDRL B006. See statement of work section C.4.2. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020		UNDEFINED			
	Weekly Teleconference Meeting Minutes FFP Weekly Teleconference Meeting Minutes IAW CDRL B007. See statement of work section C.4.5. This CLIN is not separately priced (NSP). FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021		1	Each		
	Technical Data - Modular Appliances FFP Technical Data for Modular Appliances IAW CDRL C001. See statement of work section C.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022		1	Each		

Government Purpose License Rights (GPR)
FFP
GPR Agreement for Modular Appliances. The Government desires to obtain Government Purpose License Rights (GPLR) to the data for the products to be delivered under this contract. In accordance with DFARS §227.7103-1(c), Offerors are not required, as a condition of being responsive to a solicitation or as a condition of award, to price this license agreement CLIN. However, in light of the Government's desire to obtain GPLR, there will be an evaluation penalty, as detailed in section M.3. Evaluation Approach, assessed against offers that refuse to offer GPLR at any price. For the optional priced CLIN the Offeror is to include 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).

It is intended that the Government receive a paid up license that covers all intellectual property rights such as patent, trademark (product configuration), copyright and trade secrets that cover the product and manufacture thereof; as well as those intellectual property rights that cover any Technical Data (as defined in DFARS clause 252.227-7013) covering the product or the manufacture thereof so as to permit manufacturing and use of the product by or on behalf of the U.S. Government for a U.S. Government Purpose. Note, this may also include product formulation, composition, and/or manufacturing information/licensing rights from third parties. It is expected that this proposed License Agreement will enable competitive procurement of the BK after the conclusion of this contract.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023		1	Each		
	Technical Data - Modular Burner FFP Technical Data for Modular Burner IAW CDRL C001. See statement of work section C.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024		1	Each		

Government Purpose License Rights (GPR)
FFP
GPR Agreement for Modular Burner. The Government desires to obtain Government Purpose License Rights (GPLR) to the data for the products to be delivered under this contract. In accordance with DFARS §227.7103-1(c), Offerors are not required, as a condition of being responsive to a solicitation or as a condition of award, to price this license agreement CLIN. However, in light of the Government's desire to obtain GPLR, there will be an evaluation penalty, as detailed in section M.3. Evaluation Approach, assessed against offers that refuse to offer GPLR at any price. For the optional priced CLIN the Offeror is to include 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).

It is intended that the Government receive a paid up license that covers all intellectual property rights such as patent, trademark (product configuration), copyright and trade secrets that cover the product and manufacture thereof; as well as those intellectual property rights that cover any Technical Data (as defined in DFARS clause 252.227-7013) covering the product or the manufacture thereof so as to permit manufacturing and use of the product by or on behalf of the U.S. Government for a U.S. Government Purpose. Note, this may also include product formulation, composition, and/or manufacturing information/licensing rights from third parties. It is expected that this proposed License Agreement will enable competitive procurement of the BK after the conclusion of this contract.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025		1	Each		
	Technical Data - BK Platform FFP Technical Data for BK Platform IAW CDRL C001. See statement of work section C.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026		1	Each		

Government Purpose License Rights (GPR)
FFP
GPR Agreement for BK Platform. The Government desires to obtain Government Purpose License Rights (GPLR) to the data for the products to be delivered under this contract. In accordance with DFARS §227.7103-1(c), Offerors are not required, as a condition of being responsive to a solicitation or as a condition of award, to price this license agreement CLIN. However, in light of the Government's desire to obtain GPLR, there will be an evaluation penalty, as detailed in section M.3. Evaluation Approach, assessed against offers that refuse to offer GPLR at any price. For the optional priced CLIN the Offeror is to include 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).

It is intended that the Government receive a paid up license that covers all intellectual property rights such as patent, trademark (product configuration), copyright and trade secrets that cover the product and manufacture thereof; as well as those intellectual property rights that cover any Technical Data (as defined in DFARS clause 252.227-7013) covering the product or the manufacture thereof so as to permit manufacturing and use of the product by or on behalf of the U.S. Government for a U.S. Government Purpose. Note, this may also include product formulation, composition, and/or manufacturing information/licensing rights from third parties. It is expected that this proposed License Agreement will enable competitive procurement of the BK after the conclusion of this contract.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027		1	Each		
	Appliances, Level of Repair Analysis FFP Appliances, Level of Repair Analysis IAW CDRL A001. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028		1	Each		
	Appliances, Maintenance Task Analysis FFP Appliances, Maintenance Task Analysis IAW CDRL A002. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029		1	Each		
	Appliances FFP Appliances Failure Modes Effects and Criticality Analysis IAW CDRL A003. See statement of work section C.6.2. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030		1	Each		
	Appliances FFP Appliances Maintenance Allocation Chart (MAC) IAW CDRL A004. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031		1	Each		
	Appliances FFP Appliances Supportability Analysis Summary IAW CDRL A005. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032		1	Each		
	Appliances FFP Appliances Technical Manual 13&P IAW CDRL A006. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033		1	Each		
	Appliances FFP Appliances Validation Plan & Report IAW CDRL A007. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034		1	Each		
	Appliances FFP Appliances Engineering Data for Provisioning IAW CDRL A008. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035		1	Each		
	Appliances FFP Appliances Provisioning Parts List IAW CDRL A009. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0036		1	Each		
	Appliances FFP Appliances Instructional Performance Requirements Document Operator IAW CDRL A010. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0037		1	Each		
	Appliances FFP Appliances Program of Instruction Operator IAW CDRL A011. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0038		1	Each		
	Appliances FFP Appliances Lesson Plans Operator IAW CDRL A012. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0039		1	Each		
	Appliances FFP Appliances IMI DVD Operator & Maintainer IAW CDRL A013. See statement of work section C.6.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0040		1	Each		
	Appliances FFP Appliances LMI Packaging Data IAW CDRL A014. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0041		1	Each		
	Appliances FFP Appliances Special Packaging Instructions IAW CDRL A015. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0042		1	Each		
	Appliances FFP Appliances Proposed Spare Parts List IAW CDRL A016. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0043		1	Each		
	Appliances FFP Appliances Conduct of Training Operator & Maintainer IAW CDRL A017. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0044		1	Each		
	Burner FFP Burner Level of Repair Analysis IAW CDRL A018. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0045		1	Each		
	Burner FFP Burner Maintenance Task Analysis IAW CDRL A019. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0046		1	Each		
	Burner FFP Burner Failure Modes Effects and Criticality Analysis IAW CDRL A020. See statement of work section C.6.2. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0047		1	Each		
	Burner FFP Burner Maintenance Allocation Chart IAW CDRL A021. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0048		1	Each		
	Burner FFP Burner Supportability Analysis Summary IAW CDRL A022. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0049		1	Each		
	Burner FFP Burner Technical Manual 13&P IAW CDRL A023. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0050		1	Each		
	Burner FFP Burner Validation Plan & Report IAW CDRL A024. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0051		1	Each		
	Burner FFP Burner Engineering Data for Provisioning IAW CDRL A025. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0052		1	Each		
	Burner FFP Burner Provisioning Parts List IAW CDRL A026. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0053		1	Each		
	Burner FFP Burner Instructional Performance Requirements Document Operator IAW CDRL A027. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0054		1	Each		
	Burner FFP Burner Program of Instruction Operator IAW CDRL A028. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0055		1	Each		
	Burner FFP Burner Lesson Plans Operator IAW CDRL A029. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0056		1	Each		
	Burner FFP Burner IMI DVD Operator & Maintainer IAW CDRL A030. See statement of work section C.6.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0057		1	Each		
	Burner FFP Burner LMI Packaging Data IAW CDRL A031. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0058		1	Each		
	Burner FFP Burner Special Packaging Instructions IAW CDRL A032. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0059		1	Each		
	Burner FFP Burner Proposed Spare Parts List IAW CDRL A033. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0060		1	Each		
	Burner FFP Burner Conduct of Training Operator & Maintainer IAW CDRL A034. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0061		1	Each		
	Burner FFP Burner Instructional Performance Requirements Document Maintainer IAW CDRL A035. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0062		1	Each		
	Burner FFP Burner Program of Instruction Maintainer IAW CDRL A036. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0063		1	Each		
	Burner FFP Burner Lesson Plans Maintainer IAW CDRL A037. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0064		1	Each		
	BK System, Level of Repair Analysis FFP BK System, Level of Repair Analysis IAW CDRL A038. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0065		1	Each		
	BK System, Maintenance Task Analysis FFP BK System, Maintenance Task Analysis IAW CDRL A039. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0066		1	Each		
	BK System FFP BK System Failure Modes Effects and Criticality Analysis IAW CDRL A040. See statement of work section C.6.2. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0067		1	Each		
	BK System FFP BK Systen Maintenance Allocation Chart IAW CDRL A041. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0068		1	Each		
	BK System FFP BK System Supportability Analysis Summary IAW CDRL A042. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0069		1	Each		
	BK System FFP BK System Technical Manual 13&P IAW CDRL A043. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0070		1	Each		
	BK System FFP BK System Validation Plan & Report IAW CDRL A044. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0071		1	Each		
	BK System FFP BK System Engineering Data for Provisioning IAW CDRL A045. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0072		1	Each		
	BK System FFP BK System Provisioning Parts List IAW CDRL A046. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0073		1	Each		
	BK System FFP BK System Instructional Performance Requirements Document Operator IAW CDRL A047. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0074		1	Each		
	BK System FFP BK System Program of Instruction Operator IAW CDRL A048. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0075		1	Each		
	BK System FFP BK System Lesson Plans Operator IAW CDRL A049. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0076		1	Each		
	BK System FFP BK System IMI DVD Operator & Maintainer IAW CDRL A050. See statement of work section C.6.5. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0077		1	Each		
	BK System FFP BK System LMI Packaging Data IAW CDRL A051. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0078		1	Each		
	BK System FFP BK System Special Packaging Instructions IAW CDRL A052. See statement of work section C.6.6. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0079		1	Each		
	BK System FFP BK System Care of Supplies in Storage IAW CDRL A053. See statement of work section C.6.7. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0080		1	Each		
	BK System FFP BK System National Maintenance Work Requirement IAW CDRL A054. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0081		1	Each		
	BK System FFP BK System National Maintenance Work Requirement Plan and Report IAW CDRL A055. See statement of work section C.6.3. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0082		1	Each		
	BK System FFP BK System Proposed Spare Parts List IAW CDRL A056. See statement of work section C.6.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0083		1	Each		
	BK System FFP BK System Conduct of Training Operator & Maintainer IAW CDRL A057. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0084		1	Each		
	BK System FFP BK System Instructional Performance Requirements Document Maintainer IAW CDRL A058. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0085		1	Each		
	BK System FFP BK System Program of Instruction Maintainer IAW CDRL A059. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0086		1	Each		
	BK System FFP BK System Lesson Plans Maintainer IAW CDRL A060. See statement of work section C.6.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0087		UNDEFINED	Each		
	Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		1	Each		
	First Article Test Plan FFP First Article Test Plan IAW CDRL B008. See statement of work section C.3.1. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		3	Each		
	Production of FAT Units FFP Production of First Article Test Units. See statement of work section C.3.2. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		1	Each		
	First Article Test and Report FFP First Article Test and Report IAW CDRL B009. See statement of work section C.3.4. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		UNDEFINED	Job		
	Contractor Test Support for IOT FFP Contractor Test Support for Initial Operational Testing (IOT). See statement of work section C.3.5. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION		UNDEFINED	Each		
	Production Year 1 FFP Year 1 Production Units. See statement of work section C.3.6. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Production Year 1 ASL Kit FFP 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. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Production Year 1 Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Production Year 1 Contractor Support FFP See statement of work section C.3.9. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. Additional Pricing. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Production Year 1 Storage FFP Production year 1 long term storage of production units. See statement of work section C.3.10. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Production Cost Breakdown FFP Production year 1 actual per unit production cost breakdown for BK System IAW CDRL C002. See statement of work section C.3.11. This CLIN is not separately priced (NSP). FOB: Destination	1	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Modular Appliances and Accessories FFP Production year 1 Modular Appliances and Accessories. See statement of work section C.3.12. Offerors shall propose their pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012 OPTION	Initial Spares FFP Production year 1 Initial Spares per PSPL (Non-Repair Items). See statement of work section C.3.13. FOB: Destination	1	Kit		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Production Year 2 FFP Year 2 Production Units. See statement of work section C.3.6. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Production Year 2 ASL Kit FFP 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. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Production Year 2 Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Production Year 2 Contractor Support FFP See statement of work section C.3.9. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. Additional Pricing. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Production Year 2 Storage FFP Production year 2 Long term storage of production units. See statement of work section C.3.10. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Production Year 2 Cost Breakdown FFP Production year 2 actual per unit production cost breakdown for BK System IAW CDRL C002. See statement of work section C.3.11. This CLIN is not separately priced (NSP). FOB: Destination	1	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Modular Appliances and Accessories FFP Production year 2 Modular Appliances and Accessories. See statement of work section C.3.12. Offerors shall propose their pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Production Year 3 FFP Year 3 Production Units. See statement of work section C.3.6. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Production Year 3 ASL Kit FFP 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. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Production Year 3 Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Production Year 3 Contractor Support FFP See statement of work section C.3.9. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. Additional Pricing. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Production Year 3 Storage FFP Production year 3 long term storage of production units. See statement of work section C.3.10. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Production Year 3 Cost Breakdown FFP Production year 3 actual per unit production cost breakdown for BK System IAW CDRL C002. See statement of work section C.3.11. This CLIN is not separately priced (NSP). FOB: Destination	1	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Modular Appliances and Accessories FFP Production year 3 Modular Appliances and Accessories. See statement of work section C.3.12. Offerors shall propose their pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Production Year 4 FFP Year 4 Production Units. See statement of work section C.3.6. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Production Year 4 ASL Kit. FFP 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. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Production Year 4 Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Production Year 4 Contractor Support FFP See statement of work section C.3.9. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. Additional Pricing. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Production Year 4 Storage FFP Production year 4 long term storage of production units. See statement of work section C.3.10. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Production Year 4 Cost Breakdown FFP Production year 4 actual per unit production cost breakdown for BK System IAW CDRL C002. See statement of work section C.3.11. This CLIN is not separately priced (NSP). FOB: Destination	1	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Modular Appliances and Accessories FFP Production Year 4 Modular Appliances and Accessories. See statement of work section C.3.12. Offerors shall propose their pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001 OPTION	Production Year 5 FFP Year 5 Production Units. See statement of work section C.3.6. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002 OPTION	Production Year 5 ASL Kit FFP 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. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003 OPTION	Production Year 5 Shipping FFP See statement of work section C.3.8. Offerors shall not propose a price for this CLIN. The price for this CLIN will be negotiated at the delivery order level when shipping destinations are determined. Shipping is required during the performance of this requirement. These costs cannot be accurately forecasted at this time and are therefore will be determined at the delivery order level when shipping destinations are known. The awardee shall be reimbursed on an actual cost basis for this shipping CLIN. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004 OPTION	Production Year 5 Contractor Support FFP See statement of work section C.3.9. Offerors shall propose their labor rates for this CLIN in section B.2. Additional Pricing of the solicitation. The support requirements will be defined at the delivery order level and awarded based on the level of effort and the proposed labor rates in section B.2. Additional Pricing. This CLIN will not be included in the total evaluated price (TEP). FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005 OPTION	Production Year 1 Storage FFP Production year 1 long term storage of production units. See statement of work section C.3.10. Offerors shall propose their step-ladder pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006 OPTION	Production Year 5 Cost Breakdown FFP Production year 5 actual per unit production cost breakdown for BK System IAW CDRL C002. See statement of work section C.3.11. This CLIN is not separately priced (NSP). FOB: Destination	1	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007 OPTION	Modular Appliances and Accessories FFP Production Modular Appliances and Accessories. See statement of work section C.3.12. Offerors shall propose their pricing for this CLIN in section B.2. Additional Pricing of the solicitation. FOB: Destination	UNDEFINED	Each		
				MAX NET AMT	

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	$

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. ASL Kit Stepladder Pricing

CLIN 1006 (Production Year 1 ASL Kit)

From:	**To:**	**Unit Price:**
1	10	
11	+	

CLIN 2002 (Production Year 2 ASL Kit)

From:	**To:**	**Unit Price:**
1	10	
11	+	

CLIN 3002 (Production Year 3 ASL Kit)

From:	**To:**	**Unit Price:**
1	10	
11	+	

CLIN 4002 (Production Year 4 ASL Kit)

From:	**To:**	**Unit Price:**
1	10	
11	+	

CLIN 5002 (Production Year 5 ASL Kit)

From:	**To:**	**Unit Price:**
1	10	
11	+	

B.2.5. 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.2.6. 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 dismounted 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 dismounted 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 dismounted 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 dismounted 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 C - Descriptions and Specifications

STATEMENT OF WORK

C. DESCRIPTIONS AND SPECIFICATIONS for BATTLEFIELD KITCHEN

C.1. GENERAL REQUIREMENTS

C.1.1. Scope: This Statement of Work (SOW)) describes the work to be performed by the Contractor in conjunction with the design, fabrication, test, and delivery of the Battlefield Kitchen (BK).

C.1.2. Technical: The BK is being developed as a replacement to the Mobile Kitchen Trailer. It will be a mobile kitchen towed by the Light Medium Tactical Vehicle (LMTV) and larger vehicles with cross country travel capability. It will have the capability to prepare meals for and feed 300 people, three meals per day. The kitchen will be height reducible to 8 feet for transportation on military aircraft. The system must also have provisions for transportation by helicopter sling load, rail, and ship. All cooking appliances on the BK will be fuel fired (JP-8) with minimal electric power to operate controls, blowers, pumps, etc., and as such, all of the BK electrical power needs will be supplied by a military standard 3kW Generator that is transported within the BK envelope. A key feature of the BK will be that the appliances are dismountable for operation in ground based shelters/buildings. All of the cooking equipment on the BK platform must be man-portable in accordance with MIL-STD-1472. To facilitate operation in closed shelters, the BK ventilation system must be reconfigurable to function when the BK appliances are dismounted and operated in a ground based shelter.

C.1.3. Contract Outline and Sequence of Events: The Contractor will be provided with data and hardware resulting from the developmental work accomplished to date by the Government. This will include solid models, drawings, test reports, prototype burners, appliances, M1061A1 Trailer and generator. See Section H for specifics of GFE and GFI. This provides the contractor with the preliminary system designs, but ultimately, the Contractor shall be responsible for designing and fabricating BK systems that meet all of the requirements of this contract and the component Performance Purchase Descriptions (PPDs).

C.1.3.1. For the purposes of this contract, the BK System will be defined as all the parts and pieces that make up a fully functional BK with all Components of the End Item (COEI) and Basic Issue Items (BII). The BK System will include three subsystems: The BK platform, Modular Appliances, and the Modular Burners. The BK platform will therefore be the BK without appliances or burners. It is the intention of the Government to be able to procure separately the three subsystems from the TDP deliverable under this effort in future actions.

C.1.3.2. This overall developmental effort will consist of two phases. The first phase will be the completion of the design of the three sub-systems and all three subsystems will be interchangeable even if provided by different manufacturers: 1) Modular Burner, 2) Modular Appliances, and 3) The BK platform. After successful completion of the Critical Design Review (C.4.4.2.) the Contractor will be given approval to proceed with fabrication of the prototypes. Once Government approval is granted, the Contractor shall proceed to fabricate and test the quantity of Developmental Prototype BK Systems as specified in the Delivery Order.

C.1.3.3. The Contractor shall design and fabricate a minimum of three developmental prototypes (CLIN 0012); additional developmental prototypes, if ordered, will be ordered under CLIN 0013, at quantities and prices specified in the delivery order. The contractor shall complete the BK developmental prototype systems and deliver them to the Government for evaluation in the Production Prove-Out Test. The Production Prove-Out Test (PPT) will be a Government run test at a Government facility to determine the conformance of the BK and subsystems to the requirements of the applicable PPD's and this Contract. After Government testing, the test prototypes shall be returned to the Contractor. Deficiencies identified during the PPT shall be corrected by the Contractor. After refurbishment of the test prototypes, the Contractor shall deliver the three BK systems to the Government. The prototypes will then be evaluated in Government administered Limited User Test. Feedback from the PPT, and LUT will be used to finalize the design of the BK System and complete the developmental portion of this contract.

C.1.3.4. Initial production approval will be based on the successful completion of the developmental testing and incorporation of necessary design changes to correct remaining deficiencies. The next step will be the fabrication of First Article Test (FAT) Units. These units will be subjected to Contractor performed FAT and Government performed Initial Operational Test (IOT) in that order. The successful completion of these two tests will support the decision for Full Rate Production.

C.1.3.5. During each Government performed test, the Contractor shall provide support in the form of spare and repair parts as well as on-site technical support as required.

C.1.4. Contractor Responsibilities: The Contractor shall furnish all personnel, labor, engineering, services, materials, supplies, and facilities necessary to design, develop, manufacture, and test the BK system and provide all support hardware and software as indicated in this Statement of Work (SOW). The work and services to be performed by the Contractor are detailed in this SOW and will be authorized by issuance of delivery orders. The Contractor shall not initiate any work that is not authorized by a delivery order or modification without written direction by the Contracting Officer.

C.1.5. Program Management: The Contractor shall designate an individual as the Contractor's Program Manager (PM). The PM shall serve as the primary Point of Contact (POC) between the Government and Contractor, and shall be responsible for the coordination of all Contractor activities related to the contract. The PM shall have the authority to commit the Contractor to specific courses of action and accept direction from the Contracting Officer. The PM shall be responsible for coordinating all meetings between the Government and the Contractor. The PM shall be responsible for bringing to the Contracting Officer's attention any conflicts in the Contractor's interpretation of the contract requirements (first by telephone and followed in writing) or problems that could adversely affect the Contractor's ability to meet the stated quality, cost, or production/delivery schedule.

C.1.6. Master Program Schedule: The Contractor shall develop and maintain a detailed Master Program Schedule in Microsoft Project (using the Gantt chart format) that outlines all of the tasks required to execute the program. A baseline schedule shall be established during the contract preparation phase and tracked from contract award. The schedule shall show in detail the path the contractor will follow to meet the required delivery dates of all items awarded on the contract. The schedule shall provide a comprehensive list of all program related events (i.e. design reviews, engineering, design, integration, fabrication, First Article Testing, Production, CDRL deliverables, etc.). The schedule shall track all tasks, baseline and actual schedule progress, and include percentages complete. The Contractor is expected to keep the Master Program Schedule up to date and track program progress using the schedule. Updates to the schedule shall be supplied to the Government as changes occur or as requested. The contractor shall submit the up to date Master Program Schedule along with weekly teleconference meeting minutes (Section 0).

C.1.7. Configuration Management: The Contractor shall implement and maintain an internal configuration management program for the BK throughout the life of the contract. EIA649, 'National Consensus Standard for Configuration Management', may be used as a guide for the Contractor's configuration management program. Copies of this document may be purchased at http://www.sae.org/.

C.1.8. Physical Configuration Baseline (PCBL): The Contractor shall create and control the PCBL using the change control and engineering release processes. The PCBL, which shall be in the Contractor's own format, is the product performance requirement for replacement assemblies and spare/repair parts, engineering drawings, parts lists, process specifications and computer software configuration items. The PCBL shall support interchangeability and interoperability to a replaceable part level.

C.1.9. Configuration Control: The Contractor shall use configuration control to manage all proposed changes after the Physical Configuration is baselined (See C.1.8 and C.2.19). Configuration control shall be used to document the impact of proposed changes and to update configuration documentation. Following acceptance of the system, the Contractor shall not alter the design in form, fit, or function without prior approval from the Contracting Officer.

C.1.10. Engineering Change Proposal (ECP): An ECP shall be prepared for proposed changes. At a minimum, the ECP shall include the following:

C.1.10.1. Date Prepared
C.1.10.2. ECP Number
C.1.10.3. Justification and Priority Code
C.1.10.4. System Designation (i.e. Cage Code, nomenclature, model, P/N)
C.1.10.5. Name of Part (or Lowest Assembly) Affected
C.1.10.6. Baselines Affected
C.1.10.7. Title of Change
C.1.10.8. Description of Change
C.1.10.9. Need for Change
C.1.10.10. Effect on Interfaces (i.e. Integrated Logistics Support (ILS), Interchangeability and Interoperability)
C.1.10.11. Total Costs/Savings
C.1.10.12. Retrofit Information (if applicable)
C.1.10.13. Technical data describing the change to include any changes or additions to the drawings and EDFP.
C.1.10.14. Applicable testing performed and evaluation of the test results.
C.1.10.15. Applicable updates to TM and training

C.1.11. Warranty Performance: The Contractor shall provide a warranty covering workmanship, materials, design, and compliance with the Physical Configuration Baseline and this SOW.

C.1.12. Contractor Test Authorization: The contractor is authorized to receive DoD test rates at a Major Range Test Facility Base (MRTFB).

C.1.13. Pre-Planned Product Improvement (P3I): The Government anticipates that technological advancements will be made during the contract performance period. Therefore, the Contractor shall incorporate these improvements when directed by the Contracting Officer as technology matures. Improvements may include, but are not limited to, burner improvements, ventilation, manufacturing, weight reduction, material improvements to extend useful life of system, application of alternative fuel or alternative power technologies, refrigeration technologies or refrigerants, appliance heat exchanger technologies or materials and use of waste heat for various kitchen functions.

C.2. DEVELOPMENTAL PHASE TASKS

C.2.1. Reliability: The Battlefield Kitchen (BK) shall demonstrate a minimum reliability of at least 430 hours Mean Time Between Hardware Essential Function Failure (MTBHEFF) and a Mean Time Between Hardware System Abort (MTBHSA) of at least 730 hours. The contractor shall furnish information (e.g. test data, modeling and simulation data, accelerated life test data, reliability enhancement test data, RAM model based predictions etc.) to demonstrate the BK will meet or exceed the reliability requirement prior to commencement of Government testing. For the purposes of demonstration of these requirements, testing will be conducted (as applicable) consistent with Attachment A-1 Operational Mode Summary and Mission Profile (OMSMP). Also, demonstration of these requirements in testing shall include all components of the system with the exception of the Government furnished generator. A hardware essential function failure is defined as any contractor furnished (or modified) equipment failure that results in the loss of a mission essential function as defined in Attachment A-2 Failure Definition and Scoring Criteria (FDSC). Examples of essential function failures (EFF) include, but are not limited to, events which causes the inability of the BK to perform a cooking method, or provide ventilation, lighting, power generation or mobility functions. A hardware system abort is any hardware EFF or combination of hardware EFFs that prevent the BK from producing a scheduled hot meal. Detailed descriptions and explanations of failure categorization are found in the attached FDSC.

C.2.1.1. The Contractor shall develop, implement, and maintain a comprehensive Reliability, Availability and Maintainability (RAM) Management Program. The RAM management program shall establish a process to achieve the RAM requirements in the BK Purchase Description. The Contractor shall develop a RAM model using appropriate design tools and processes such as: Reliability Block Diagram, Fault Tree Analysis (FTA), Failure Modes and Effects Analysis (FMEA), Design Verification Plan & Report (DVP&Rs), Reliability Centered Maintenance (RCM) concepts, and Accelerated Life Cycle Testing (ALT). Throughout the period of contract performance, the Contractor shall update the RAM model whenever new failure modes are identified or when RAM

predictions are impacted by design or manufacturing changes. The RAM model shall reflect the lowest identifiable elements and how elements relate to each other. The RAM model shall be used to identify critical items in the system design and identify additional design or testing activities required to achieve the RAM requirements. The RAM model shall be presented at design reviews with supporting reliability data (test data, modeling and simulation data, accelerated life test data, reliability enhancement test data etc.) to demonstrate that the BK will meet or exceed the reliability requirement prior to commencement of Government testing. The Contractor shall ensure products obtained from vendors meet RAM requirements. The Contractor shall monitor system design to identify, assess, and implement failure analysis and corrective actions and to ensure compliance with RAM requirements.

C.2.2. Safety Assessment Report (SAR) & Health Hazard Analysis Report (HHAR) (CLIN 0001):

C.2.2.1. Safety Assessment Report (SAR): The contractor shall conduct a Safety Assessment of the Battlefield Kitchen in accordance with CDRL B001. The SAR is a comprehensive evaluation of the safety risks to the operator, user, and maintainer and equipment prior to test or operation of the system. The Safety Assessment shall identify, analyze and document all safety features of the system design and potential hazards that may be present and specific procedural controls that should be followed to prevent or minimize hazard exposure.

C.2.2.2. Health Hazard Analysis Report (HHAR): A Health Hazard Assessment Report (HHAR) shall be delivered as an appendix or attachment to the SAR IAW CDRL B001. The HHAR shal demonstrate that the prototype is safe to use, maintain and test/evaluate.

C.2.3. Hazardous Material Management Plan (HMMP) (CLIN 0002): The Contractor shall prepare and deliver a HMMP in accordance with CDRL B002.

C.2.4. Design Modular Burner (CLIN 0003): The Contractor shall design the modular burner to meet the requirements of the Attachment B-2, Performance Purchase Description for Modular Burner, PPD FSE-001.

C.2.5. Fabrication of Modular Burners (CLIN 0004): The contractor shall not proceed with this task without approval of the contracting officer. Approval shall be based on the acceptance of the design presented in the Critical Design Review (C.4.2.2). The contractor shall fabricate Modular Burners in accordance with the approved design in quantities sufficient to meet the delivery requirements of the developmental Battlefield Kitchen Systems, C.2.13 CLIN 0012 only. The Modular Burners required for C.2.13.1, CLIN 0013 shall be fabricated and priced as part of CLIN 0013.

C.2.6. Contractor Developmental Test Plan and Test Performance for Modular Burner (CLIN 0005): The Contractor shall develop and provide a Contractors Developmental Test Plan for the modular burner in accordance with CDRL B003 and Attachment B-2, PPD FSE-001 Modular Burner. The Contractor shall be responsible for coordinating, scheduling, and performing Contractor Developmental Testing utilizing the appropriate facilities, equipment, and procedures.

C.2.7. Contractor Developmental Test Report for Modular Burner (CLIN 0006): The Contractor shall prepare and submit a Contractors Developmental Test Report for the Modular Burner in accordance with CDRL B004.

C.2.8. Design Modular Appliance Suite (CLIN 0007): The Contractor shall design the components of the modular appliance suite to meet the requirements of Attachment B-1 Performance Purchase Description, FSE-002. Only those components required for the BK shall be addressed.

C.2.9. Fabricate Modular Appliance suite (CLIN 0008): The contractor shall not proceed with this task without approval of the contracting officer. Approval shall be based on the acceptance of the design presented in the Critical Design Review (C.4.2.2). The contractor shall fabricate modular appliances suites in accordance with the approved design in quantities sufficient to meet the requirements of Delivery of the developmental Battlefield Kitchen Systems, C.2.13, CLIN 0012 only. The Modular Appliance Suite required for C.2.13.1, CLIN 0013, shall be fabricated and priced as part of CLIN 0013.

C.2.10. Contractor Developmental Test Plan and Test Performance for Modular Appliance Suite (CLIN 0009): The Contractor shall develop and provide a Contractors Developmental Test Plan for the Modular Appliances in accordance with CDRL B003 and Attachment B-1, PPD FSE-002 Modular Appliances. The Contractor shall be responsible for coordinating, scheduling, and performing Contractor Developmental Testing utilizing the appropriate facilities, equipment, and procedures.

C.2.11. Contractor Developmental Test Report for Modular Appliance Suite (CLIN 0010): The Contractor shall prepare and submit a Contractors Developmental Test Report for the Modular Appliances in accordance with CDRL B004.

C.2.12. Design Battlefield Kitchen Platform (CLIN 0011): The Contractor shall design the Battlefield Kitchen developmental platform to meet the requirements of the Attachment B-3, PPD FSE-003 BK System.

C.2.13. Fabricate and Deliver Battlefield Kitchen Systems (CLIN 0012 and 0013): The Contractor shall fabricate and deliver complete Developmental Battlefield Kitchen Systems to the Government (CLIN 0012). The Contractor shall fabricate and deliver additional Complete Developmental BK Systems (CLIN 0013) to the Government in accordance with quantities specified in the delivery order. The Developmental Prototype BK System shall contain all COEI and BII required to provide the BK System with complete functionality. The BK System as delivered shall be fully functional and meet all requirements of the contract. All Contractor testing shall be successfully completed in accordance with the approved Contractor Test Plan. These Systems will be subjected to Government Testing. Each BK System shall integrate the Modular Burners and Modular Appliances designed and fabricated under C.2.5 and C.2.9.

C.2.13.1. Fabricate and Deliver Battlefield Kitchen Systems (CLIN 0013) The Contractor shall fabricate and deliver additional Complete Developmental BK Systems (CLIN 0013) in the quantity specified in the delivery order. It is anticipated that this order (if executed) will result in a maximum of 2 additional prototypes. These additional prototypes shall be replications of the prototypes delivered under CLIN 0012. Any changes, to include improvements, shall only be made with the prior approval of the Government. The Modular Burners and Appliances necessary to meet this requirement shall be separate from CLIN 0004 and CLIN 0008 and shall be included in the price of CLIN 0013.

C.2.13.2. Generator: The Generator for the developmental prototype shall be the 3kW TQG or the 3 kW STEP Generator if available and will be provided to the Contractor as GFE.

C.2.13.3. Trailer: The trailer used for the developmental prototype shall be the M1061A1 Trailer, NSN 2330-01-207-3533. A sample of this trailer will be provided as GFE. This sample can be used for design purposes only (to include modification if necessary); however, new trailers shall be utilized by the Contractor for the Developmental Prototypes. The Contractor shall be responsible for the purchase of all trailers used for fabrication of prototypes and production units. Previous manufacturers of this trailer have been:

D&S Manufacturing : 301 E Main St Black River Falls, WI 54616, (715) 284-5376
Schutt Industries: 185 Industrial Ave, Clintonville, WI 54929, (715) 823-8025
Utility Tool and Body: P.O. Box 360 Clintonville, WI 54929, (715)-823-3167

C.2.14. Contractor Developmental Test Plan and Test Performance for Battlefield Kitchen System (CLIN 0014): The Contractor shall develop and provide a Contractors Developmental Test Plan for the Battlefield Kitchen System in accordance with CDRL B003 and Attachment B-3, PPD FSE-003. The Contractor shall be responsible for coordinating, scheduling, and performing Contractor Developmental Testing utilizing the appropriate facilities, equipment, and procedures.

C.2.15. Contractor Developmental Test Report for Battlefield Kitchen System (CLIN 0015): The Contractor shall prepare and submit a Contractors Developmental Test Report for the Battlefield Kitchen System in accordance with CDRL B004.

C.2.16. System Support Package Hardware (CLIN 0016): The Contractor shall deliver a complete set of the hardware items contained on the System Support Package List (CDRL B005). Hardware components from the kit shall be used during the Production Prove-out Test, Logistics Demonstration, Limited User Test, and IOT as required replacements for failed components. The kit shall be refurbished after each test to replace used components. Changes to component design will also warrant a replacement of that component in the system support package. Adjustments to the System Support Package List shall also warrant the equivalent adjustment to the System Support Package. Upon completion of the developmental phase of this contract, the Contractor shall replace any shortages in the System Support Package and the Government shall retain the System Support Package Hardware.

C.2.17. Contractor Test Support for Government Developmental Testing (CLIN 0017): The Contractor shall provide support during Government tests, specifically, the Production Prove-out Test (PPT), Limited User Test (LUT), and Logistics Demo (LD).

C.2.17.1. PPT Support: PPT Support shall include initial preparation of equipment for test, providing training to test personnel, on call support for maintenance and repairs, as well as addressing other technical issues as needed for the duration of government testing.

C.2.17.2. LUT Support: The Contractor shall provide LUT support on a daily basis for up to 10 days to include but not limited to training operators and maintainers, tools, and the appropriate engineering, technical, and logistics support personnel. During the conduct of the LUT, the Contractor shall provide all required on-site technical, engineering, and logistics support, to include on-site mark up of any BK CDRL deliverable as changes occur. The Contractor shall repair any BK failures or system technical problems that occur during the conduct of the event.

C.2.17.3. Log Demo (LD) Support: The Contractor shall provide Log Demo support on a daily basis for up to 10 days to include but not limited to training operators and maintainers, tools, and the appropriate engineering, technical, and logistics support personnel. During the conduct of the Log Demo, the Contractor shall provide all required on-site technical, engineering, and logistics support, to include on-site mark up of any BK CDRL deliverable as changes occur. The Contractor shall repair any BK failures or system technical problems that occur during the conduct of the event.

C.2.18. Post Test Actions: Post Test Actions: During the development phase, the Contractor shall correct any and all design deficiencies identified during Government testing of BK systems and refurbish hardware if required for retest or subsequently scheduled test. Developmental testing will include Production Prove-out Test, Limited User Test, and Logistics Demonstration. For Government administered testing, the Contractor shall be responsible for shipping the item(s) to the test site. After testing, the Government shall be responsible for shipping the items to the Contractors facility if refurbishment of hardware is required. If refurbishment is not required and Government testing is complete, the Government shall take possession of the BK prototypes. If mutually agreed upon, One BK prototype may be returned to the Contractors facility at Government expense after completion of all developmental testing and remain at the Contractors facility until the completion of C.3.2. Fabrication of First Article Test units (CLIN 1002). After completion of C.3.2, the Contractor shall be responsible for shipping all developmental prototype items to the Government.

C.2.18.1. Non Design Related Repairs (CLIN 0018): Damage to the BK prototypes that may affect the BKs performance but not considered a design deficiency or incurred through no fault of the Contractor (e.g. accidents or misuse) may require repair by the Contractor prior to delivery to the Government for subsequent testing. These repairs will be optional and priced at the time of requirement.

C.2.19. LRIP Approval: The Contractor shall not proceed to production without written approval from the Government. Upon successful completion of developmental tasks and acceptable resolution of all outstanding design issues, and a successful Production Readiness Review the Government will approve the Contractor to proceed with LRIP. This will mark the end of the Developmental phase of the BK and the beginning of Production. At this point the Physical Configuration Baseline will be frozen and any subsequent changes shall require an ECP submitted to and approved by the Government (C.1.10.).

C.3. PRODUCTION PHASE

C.3.1. First Article Test Plan (CLIN 1001): The Contractor shall develop and provide a First Article Test Plan in accordance with CDRL B008. The First Article Test Plan shall outline the testing required to demonstrate that the production units meet the stated performance requirements. The Contractor shall be responsible for coordinating and scheduling all First Article Testing utilizing the appropriate facilities, equipment, and procedures. The First Article Test Plan shall include a comprehensive First Article Test schedule that outlines the location, dates, duration, and identifies all testing resources required.

C.3.2. First Article Test Units (CLIN 1002): The Contractor shall fabricate First Article Test Units in accordance with the finalized frozen configuration. These units shall be evaluated in the First Article Test in accordance with the First Article Test Plan developed under C.2.19. (CLIN 1001). The First Article units shall be completely representative of production units including, but not limited to, design, manufacturing processes, sources of supply, and quality assurance processes. Production of First Article units shall include all the non-recurring tasks associated with design and initiation of production. Non-recurring tasks to initiate BK production shall include developing manufacturing processes and instructions; developing quality assurance processes and documents; establishing viable suppliers; set up of equipment, tools, and fixtures; qualification of welders; personnel training; and all other tasks required to establish a production line that delivers compliant systems. Prior to delivery of the First Article Units to the Government, the Contractor shall be required, at no extra cost to the Government, to replace or repair to original condition any units or subcomponents that sustained any damage or were otherwise noncompliant during First Article Test. Normal wear and tear resulting from the testing shall be acceptable, however, damage resulting from material deficiencies or inadequate design must be corrected on the First Article Test unit by the Contractor at his/her own expense. Changes to the FAT units resulting from material deficiencies or inadequate design shall be incorporated into the design through the ECP process to include updating the FAT units. The First Article units will be accepted by the Government after First Article Test and IOT (See Section 3.2.1 results) demonstrate that the First Article Test systems comply with the requirements and after the Government has accepted the First Article Test Report.

C.3.3. First Article Test: The Contractor shall be responsible for all actions necessary to complete the First Article Test including transportation of equipment and test items to and from test sites. The Contractor shall administer and perform a First Article Test in accordance with the Attachments B-1, B-2, B-3, and the Government approved test plan (CLIN 1001). First Article Test is designed to verify the conformance of BK Production Units to this Statement of Work and the requirements and verifications of the PPDs contained in Attachment B. The Contractor shall conduct all of the verifications specified in Section 4 of the PPDs for the BK System, Appliances, and Burner. The Contractor shall provide all technical support to the First Article Test, to include repairing any damage or problems that occur during testing and having personnel and parts available to service systems as required. Failed components shall be replaced by the Contractor at no additional charge to the Government. The Contractor shall perform all maintenance and repairs during testing at no additional cost to the Government. Maintenance shall be conducted in accordance with the procedures outlined in the Contractor supplied technical publications and technical manuals. During First Article Test, the Contractor's personnel shall perform all unit and direct support level maintenance as required.

C.3.3.1. The Contractor may utilize all FAT units as needed to complete all verifications within the required schedule. The Contractor shall be responsible for coordinating and scheduling all First Article Testing and for the utilization of the appropriate facilities, equipment, personnel, and procedures. The Contractor may use Government test facilities, on a non-interference basis, for performance of some or all of the required First Article Test. If utilized, the Contractor shall provide reimbursement directly to the Government testing activity (e.g., Aberdeen Test Center) for all direct and indirect costs incurred related to the test conduct. Throughout First Article Test conduct, the Government requires immediate and electronic access (e.g., VISION Digital Library at Aberdeen Test Center or other means) to test related information, including the test plans, test schedule, test results, and each Test Incident Report (TIR). The Government has the right to attend any portion or all of the First Article Test. The Contractor, at no additional cost to the Government, shall correct all issues to include non-conformances to requirements or specifications that are identified as a result of the conduct of the First Article Test. If adequately demonstrated in prior testing, the Government reserves the right to waive portions of the First Article Test. Any testing waived by the Government shall result in a direct reduction in the First Article Test cost. The Contractor shall report on the First Article Test results, analyze any failures, repair any damage, provide corrective action for failures, submit ECPs as

part of the configuration control as required, and retain one First Article unit as manufacturing samples during execution of BK production. The Contractor shall restore the First Article unit to original condition plus correct nonconformances identified in testing, and deliver these units last on the contract, unless otherwise directed by the Government. Prior to final delivery of the FAT units, the contractor shall incorporate any and all approved Engineering Changes to the units. The remainder of the First Article Units shall be delivered to the Government to participate in the IOT (See C.3.2.1).

C.3.3.2. Initial Operational Test. The Initial Operational Test (IOT) is a Government administered test performed after completion of the Contractor administered FAT. The IOT for the BK shall be performed using the FAT units that have been delivered to the Government under C.3.2 (CLIN 1002). After completion of the First Article Test and refurbishment of the FAT unit in accordance with C.3.2, two of the FAT units shall be shipped to the Government for the performance of the Government administered Initial Operational Test (IOT).

C.3.4. First Article Test Report (CLIN 1003): The Contractor is required to develop and submit a comprehensive First Article Test Report for all of the tests that were conducted during the First Article Test in accordance with CDRL B009.

C.3.5. Contractor Test Support for Initial Operational Testing (IOT) (CLIN 1004): The Contractor is responsible to provide IOT support on a daily basis for up to 10 days to include but not limited to training operators and maintainers, tools, and the appropriate engineering, technical, and logistics support personnel. During the conduct of the IOT, the Contractor shall provide all required on-site technical, engineering, and logistics support. The Contractor shall be responsible for repair of any BK failures or system technical problems that occur during the conduct of the event.

C.3.6. BK Production Units (CLINs 1005, 2001, 3001, 4001, and 5001): The Contractor shall fabricate BK production units conforming to all the requirements of this contract and to the latest configuration of the BK and the BK subsystems. Contractor developed technical manuals are a required component of the BK and no delivery of BK production shall be accepted without the required, acceptable technical manuals.

C.3.7. BK Authorized Stockage List Kits (CLINs 1006, 2002, 3002, 4002, and 5002): The Contractor shall provide a complete BK ASL kit with each BK fielded. The ASL kit will be comprised of the items on the Authorized Stockage List (ASL). The ASL will consist of select items from the Provisioning Parts List. The purpose of the ASL kit will be to supplement the BK System with spare parts most likely to require replacement during the first year of deployment. The ASL will be determined within 30 days after the completion of the Production Prove-out Test. The ASL will be generated by the Government with Contractor Input.

C.3.8. Shipping (CLINs 0087, 1007, 2003, 3003, 4003, and 5003): The contractor shall ship BK components as required for the developmental and production phases of this effort. Shipping shall include: Shipping of complete systems and support system and components to test sites, shipping complete systems and ASL to fielding sites, and other shipping as required. CLIN 0087 shall be used to cover all shipping charges during the developmental phase. CLINS 1007, 2003, 3003, 4003, and 5003 shall be used to cover shipping charges during option years 1 through 5 respectively.

C.3.9. Contractor Support of Fielding (CLINs 1008, 2004, 3004, 4004, and 5004): The contactor shall provide support to correct issues due to manufacturing or shortages with the Battlefield Kitchens or ASL at the time of fielding. Support will be in the form of providing replacement components, and at the Governments discretion, installing those components, for items found defective or missing during government deprocessing.

C.3.10. Long Term Storage of BK Systems (CLINs 1009, 2005, 3005, 4005, and 5005): These CLINs will be ordered if storage duration of BK goes beyond the 90 calendar days furnished under CLINs 1005, 2001, 3001, 4001 or 5001. The Contractor shall provide storage capacity for up to 200 Government accepted BK at an indoor and secure storage location. Long Term Storage shall include storage plus all other activities associated with storage including, but not limited to, materiel handling, recordkeeping, security, cleaning, and refurbishing. The contractor shall be fully liable for any damage to, degradation of, or loss of BK during storage and storage activities. BK are required to be stored in an inside location, with the unauthorized access to systems prohibited. BK shall enter and

exit Contractor storage on a First In - First Out basis, with a minimal amount of material handling activities occurring during the storage period. The Government will notify the Contractor that BK are required at a fielding location, which shall initiate the process of removing the required number of systems from storage. All BKs shall be inspected and cleaned and refurbished as needed to obtain like-new condition prior to being shipped to the Government. The Contractor shall maintain a system log by serial number that includes, but is not limited to, date accepted by Government, date of entry into storage, date of removal from storage, fielding destination, and details of all activities completed on the system during the Contractor storage period. Any nonconformance of a production unit removed from long term storage shall be corrected by the contractor at no additional cost to the Government utilizing Contractor personnel and Contractor supplies equipment and materials. The unit of measure for long-term storage is "Each" where "Each" is defined as the total price to store one BK for one month. If ordered, payment for long-term storage will be based on the total inventory in storage at the end of each month. *FOR EXAMPLE ONLY*, if the CLIN price is $100 and the contractor maintains twenty-five (25) systems in long-term storage on the last day of the month, the total price for the CLIN (for that month) would be $2,500. If, in the next month, ten systems are shipped, while five more are added to long-term storage, the end-of-month inventory would be twenty (20) systems, and the contractor would be entitled to an additional $2,000 under the long-term storage CLIN.

C.3.11. Per Unit Production Cost Breakdown Report (CLINs 1010, 2006, 3006, 4006, and 5006): At the end of each production year the Contractor shall submit documentation detailing the actual production costs of the BK in accordance with CDRL C002.

C.3.12. Modular Appliances and Accessories (CLINs 1011, 2007, 3007, 4007, and 5007): The contractor shall fabricate and deliver modular appliances and accessories as per delivery order in accordance with CLIN 1011, 2007, 3007, 4007, and 5007.

Modular Burner
Modular Oven with Burner
Modular Griddle with Burner
Modular Cook top with Burner
Modular Steamer with Burner
Modular Tilt Skillet with Burner
Modular Refrigerator
Modular Hand Wash Sink
Components for dismounted operation

C.3.13. Initial Spares per Proposed Spare Parts List (CLIN 1012): The Contractor shall deliver to the Government a kit of initial spares for all items on the Proposed Spare Parts List (See C.6.1). The quantity of each required spare part shall be sufficient to maintain 100 BKs for two years.

C.4. MEETINGS and REVIEWS:

C.4.1. Post Award Conference: The Contractor shall coordinate, schedule, and conduct a Post Award Conference with the Government within 21 calendar days of Contract award. The purpose of the Conference shall be discussion of project orientation, transfer of background information, to provide a mutual understanding of the technical requirements/contractual requirements and the Quality Assurance provisions of the Contract. The Government can address any questions or issues with regards to technical matters. The Contractor shall describe to the Government the management of all aspects of the program. The Contractor shall ensure that all personnel and subcontractors that are required for an adequate discussion of the contract effort are in attendance. Scheduling of the Post Award Conference shall not change the delivery schedule of the contract. The Contractor shall be prepared to:

C.4.1.1. Conduct a review of the system requirements to ensure that they have been completely and properly identified and that there is a mutual understanding of the system requirements between the Government and the Contractor.

C.4.1.2. Make available to Government representatives the documentation for production planning, manufacturing methods and controls, material and manpower resource allocation, production engineering, quality control and assurance program, production management organization, and management of major subcontractors.

C.4.1.3. Review the overall plan, tasks, and schedule required to execute the BK program within the schedule constraints set forth by the Contract/Government.

C.4.1.4. Document the Post Award Conference meeting minutes and distribute the minutes via e-mail to all Post Award Conference attendees no later than 1 week from the end of the Post Award Conference.

C.4.1.5. Conduct a tour of all facilities associated with the BK effort.

C.4.2. Design Review Meetings and Information Packages (CLIN 0019): The contractor shall conduct a minimum of two design reviews (Preliminary and Critical) on each component of the BK System (appliances, burner, and BK platform) with the Government. Additional reviews shall be scheduled as needed. The design review schedule shall be proposed by the contractor and mutually agreed upon by Government. The contractor shall propose design review dates that support its Program Master Schedule (See C.1.6.) for meeting delivery dates of the contract. A minimum of 14 calendar days after each review shall be given to the Government for providing comments and concerns regarding the design. Government concerns and comments shall be resolved as part of the Contractor's Design Review Information Packages (CLIN 0019) and shall be submitted to the Government in accordance with CDRL B006.

C.4.2.1. Preliminary Design Review (PDR): The purpose of the Preliminary Design Review is to ensure that the design and basic system architecture are sufficiently complete to demonstrate a technical confidence that the performance requirements will be satisfied within cost and schedule goals. At the time of the Preliminary Design Review, the contractor shall have identified at least the system functions and major component functions needed to meet the requirements of the PPDs and have applied performance requirements to each function. The contractor shall also present details of its findings thus far on the effectiveness of component and subcomponent hardware and software items in meeting the functional and performance requirements. The presentation format and content will be of the Contractors choosing, but must be sufficient to support the purpose of the PDR. The intent is for separate PDRs for the Burner, Appliances, and BK platform; however, the Contractor or Government may recommend combining the PDRs. A combination PDR will be a mutual decision.

C.4.2.2. Critical Design Review (CDR): The purpose of the Critical Design Review is to confirm that the system design is stable and is expected to meet system performance requirements, confirms the system is on track to achieve cost goals as evidenced by the detailed design documentation, and establishes the system's initial product baseline. A successful Critical Design Review will provide the Contractor authority to proceed with developmental component and/or system fabrication. The presentation format and content will be of the Contractors choosing, but must be sufficient to support the purpose of the CDR. The intent is for separate CDRs for the Burner, Appliances, and BK platform; however, the Contractor or Government may recommend combining the CDRs. A combination CDR will be a mutual decision.

C.4.3. Production Readiness Reviews (PRR): Two production readiness reviews shall be conducted. The first shall be conducted 30 days prior to initiation of fabrication of the First Article Test Units. The purpose of this review will be to verify that all lessons learned to date have been incorporated into the design of the BK and that the Contractor is ready to begin fabrication of the First Article Units. The second Production Readiness Review shall be conducted after all changes made to correct deficiencies uncovered during FAT and IOT have been incorporated and after Government acceptance of FAT Report. The Contractor shall coordinate the scheduling of the PRR with the Government. The Contractor shall provide a minimum of 21 days advance notice for scheduling. The purpose of this review shall be to verify that the lessons learned from First Article Test have been incorporated into the design and technical data, update quality assurance processes, and to demonstrate the Contractor's readiness to produce the BK. The review will focus on First Article Test results, resolution of any required changes, readiness of the logistics deliverables, Quality Assurance processes, and any additional equipment procurement that is required. The exact date, location, and administrative arrangements for this meeting shall be made through communication between the

Contractor and the Government. The presentation format and content will be of the Contractors choosing, but must be sufficient to support the purpose of the PRR.

C.4.4. In-Process Reviews: In-Process Reviews (IPR) shall be conducted as a part of program status monitoring and control. Technical Publication, Provisioning, Training, technical/engineering, quality assurance, and other necessary IPRs shall be conducted to clarify requirements, assure conformance to contract requirements, provide guidance, review deliverable status, and to help ensure deliverables are prepared in a manner that will satisfy contractual requirements. The Contractor may request an IPR when Government assistance or clarification is desired. The Government may require IPRs irrespective of the program schedule and shall notify the Contractor of a Government required IPR at least 10 calendar days prior to the event. Discrepancies and/or deficiencies identified as the result of an IPR shall be corrected by the Contractor prior to the next IPR. The schedule for IPRs will be flexible and occur on an as needed basis as program issues dictate.

C.4.5. Weekly Teleconference Meetings and Minutes (CLIN 0020): A Weekly Teleconference Meeting shall be conducted by the BK Integrated Product Team (IPT) of Government and Contractor personnel to address technical progress, cost, schedule, contractual, and other programmatic issues or concerns. The Contractor shall provide a weekly email agenda to the designated Contracting Officer's Representative and Contracting Officer at least one day prior to the conduct of scheduled weekly meetings and submit updated minutes and action items to the Government within 48 hours of the conclusion of the meeting. The updates shall include, but are not limited to, issues involving design, development, fabrication, testing, cost, funding, quality control, production, task tracking, and scheduling. Updates shall identify any programmatic problems that may have arisen and shall identify proposed solutions. The minutes shall include the discussion from the Weekly Teleconference Meeting between the Government, the Contractor, and any relevant subcontractor personnel. The Contractor shall submit minutes to the weekly meeting in accordance with CDRL B007

C.5. Technical Data Package and License Agreement for Modular Burner, Modular Appliances, and BK Platform (CLINs 0021, 0022, 0023, 0024, 0025, and 0026):

C.5.1. Technical Data Package (CLINs 0021, 0023 and 0025): The contractor shall provide a complete production level TDP IAW MIL-STD-31000 and CDRL C001. The TDP shall include detailed design data for all BK components including commercial items and modified commercial items (see DFARS 227.7102-1(a)(2). In addition to the delivery schedule in CDRL C001, the Contractor shall provide an updated TDP at the start of production, the first month of each option year, and during the last month of production of BK on this contract. At the time of each submission, the TDP shall reflect the most current version of the BK platform, modular appliances, and appliance burner with all changes to the system since the last submittal incorporated.

C.5.2. License Agreement (CLINs 0022, 0024 and 0026): If the offeror prices the optional license agreement CLINS and the Government issues a Delivery Order for them, the contractor shall deliver a paid up, royalty free license that covers all of the items in the TDP as prescribed by Military Standard MIL-STD-31000.The License shall be adequate for Government Purpose License Rights (GPLR) to support a competitive reproduction and manufacture of the system and spare/repair parts by a competent manufacturing source. The License Agreement shall cover the product and the manufacture thereof so as to permit manufacturing and use of the product by or on behalf of the U.S. Government for a U.S. Government Purpose. Note, this may also include product formulation, composition, and/or manufacturing information/licensing rights from third parties. It is expected that this proposed License Agreement will enable future competitive procurement from technically competent manufacturers after the conclusion of this contract and any exercised options.

C.6. INTEGRATED LOGISTICS SUPPORT:

C.6.1. The Contractor shall prepare and deliver Provisioning Data in accordance with the provisioning statement of work, see Attachment C-1.

C.6.2. The Contractor shall prepare and deliver Failure Modes Effect Criticality Analysis (FMECA) Data in accordance with the FMECA statement of work, Attachment, C-2.

C.6.3. The Contractor shall prepare and deliver the Technical Manual and National Maintenance Work Requirement (NMWR) in accordance with the 13&P and NMWR statement of work, see Atachment C-3, C-8, and C-9

C.6.4. The Contractor shall prepare and deliver training materials in accordance with the training statement of work, Attachment C-4

C.6.5. The Contractor shall prepare and deliver an interactive DVD in accordance with the IMI DVD statement of work, see Attachment C-5

C.6.6. The Contractor shall prepare and deliver Packaging Data in accordance with the packaging statement of work, see Attachment C-6

C.6.7. The Contractor shall prepare and deliver a Care of Supply in Storage (COSIS) plan in accordance with the COSIS statement of work, see Attachment C-7.

C.7. ANTI-TERRORISM (AT) AND OPERATIONS SECURITY (OPSEC)

C.7.1. AT Level 1 Training: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil.

C.7.2. iWATCH Training: This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the CO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

C.7.3. Access and general protection/security policy and procedures. Contractor and all associated subcontractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C.7.4. Access to DoD facility or installation. Contractor and all associated subcontractor employees shall comply with adjudication standards and processes using the National Crime Information Center Interstate Identification Index (NCICIII) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

PACKAGING AND MARKING

D.1. Preservation and Packaging

D.1.1 The Battlefield Kitchen (BK) including any attachments, special purpose kits, BII, COEI and Initial Spares Package (ISP) shall be processed to the level of protection specified in the Delivery Order.

D.1.2 All software, technical data, reports, and contractual documentation delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival at destination without damage to contents.

D.1.3 Contractor shall preserve and package all spare and reparable items IAW the approved packaging data as generated and submitted by the Contractor and approved by the Government.

D.1.4 Consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preserved and packaged by the Contractor to provide physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging. Item shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.

D.1.4.1 In addition to Paragraph D.1.4 requirements, each item must comply with the regulations of the dedicated freight carrier used and shall provide safe delivery to destination at the lowest possible tariff cost. Any wood material used in the fabrication of Contractor’s generated ISP packaging design must comply with requirement outlined in Paragraph D.1.5.

D.1.5 All Non-manufactured Wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Box, pallet and dunnage and any wood used as inner packaging made of Non-Manufactured Wood shall be heat-treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform with the International Plant Protection Convention (IPPC) International Phytosanitary Measure-15 (ISPM-15).

D.1.6 For each hazardous material item shipped under this contract, a copy of the Safety Data Sheet (SDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item. The contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments.

D.2 Marking

D.2.1 The Battlefield Kitchen shipped through the military distribution system or by commercial carriers shall be marked and labeled IAW MILSTD-129 Revision P (4).

D.2.2 All software, technical data, reports, etc. and contractual documentation referenced in Paragraph D.1.2 shall be identified by the prime contract number, name and address of the prime Contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.3 Each Non-manufactured wood box, pallet and dunnage shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Wood used as dunnage for blocking and bracing shall be ordered with ALSC certified markings or the markings may be applied locally at two foot intervals.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
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0057	Destination	Government	Destination	Government
0058	Destination	Government	Destination	Government
0059	Destination	Government	Destination	Government
0060	Destination	Government	Destination	Government
0061	Destination	Government	Destination	Government
0062	Destination	Government	Destination	Government
0063	Destination	Government	Destination	Government
0064	Destination	Government	Destination	Government
0065	Destination	Government	Destination	Government
0066	Destination	Government	Destination	Government
0067	Destination	Government	Destination	Government
0068	Destination	Government	Destination	Government
0069	Destination	Government	Destination	Government
0070	Destination	Government	Destination	Government
0071	Destination	Government	Destination	Government
0072	Destination	Government	Destination	Government
0073	Destination	Government	Destination	Government
0074	Destination	Government	Destination	Government
0075	Destination	Government	Destination	Government
0076	Destination	Government	Destination	Government
0077	Destination	Government	Destination	Government
0078	Destination	Government	Destination	Government
0079	Destination	Government	Destination	Government
0080	Destination	Government	Destination	Government
0081	Destination	Government	Destination	Government
0082	Destination	Government	Destination	Government
0083	Destination	Government	Destination	Government
0084	Destination	Government	Destination	Government
0085	Destination	Government	Destination	Government
0086	Destination	Government	Destination	Government
0087	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Origin	Government	Origin	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Origin	Government	Origin	Government
1006	Origin	Government	Origin	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government

2001	Origin	Government	Origin	Government
2002	Origin	Government	Origin	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
3001	Origin	Government	Origin	Government
3002	Origin	Government	Origin	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
4001	Origin	Government	Origin	Government
4002	Origin	Government	Origin	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
5001	Origin	Government	Origin	Government
5002	Origin	Government	Origin	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection Of Supplies--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until

cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

Section F - Deliveries or Performance

PROGRAM SCHEDULE

See Attachment 0003 BK Program Schedule/Planned Delivery Schedule.

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITIY	DELIVERY SCHEDULE
0001	1 each	In accordance with CDRL B001
0002	1 each	In accordance with CDRL B002
0003	1 each	6 months after award
0004	24 each	6 months after CLIN 0003
0005	1 each	In accordance with CDRL B003
0006	1 each	In accordance with CDRL B004
0007	1 each	8 months after award
0008	3 each	8 months after CLIN 0007
0009	1 each	In accordance with CDRL B003
0010	1 each	In accordance with CDRL B004
0011	1 each	10 months after Delivery Order
0012	3 each	10 months after CLIN 0011
0013	As Required	10 months after Delivery Order
0014	1 each	In accordance with CDRL B003
0015	1 each	In accordance with CDRL B004
0016	1 each	In accordance with CDRL B005
0017	As Required	41 months after award
0018	As Required	46 months after award
0019	2 each	In accordance with CDRL B006
0020	As Required	In accordance with CDRL B007
0021	1 each	In accordance with CDRL C001
0022	1 each	Concurrent with CLIN 0021
0023	1 each	In accordance with CDRL C001
0024	1 each	Concurrent with CLIN 0023
0025	1 each	In accordance with CDRL C001
0026	1 each	Concurrent with CLIN 0025

0027	1 each	In accordance with CDRL A001
0028	1 each	In accordance with CDRL A002
0029	1 each	In accordance with CDRL A003
0030	1 each	In accordance with CDRL A004
0031	1 each	In accordance with CDRL A005
0032	1 each	In accordance with CDRL A006
0033	1 each	In accordance with CDRL A007
0034	1 each	In accordance with CDRL A008
0035	1 each	In accordance with CDRL A009
0036	1 each	In accordance with CDRL A010
0037	1 each	In accordance with CDRL A011
0038	1 each	In accordance with CDRL A012
0039	1 each	In accordance with CDRL A013
0040	1 each	In accordance with CDRL A014
0041	1 each	In accordance with CDRL A015
0042	1 each	In accordance with CDRL A016
0043	1 each	In accordance with CDRL A017
0044	1 each	In accordance with CDRL A018
0045	1 each	In accordance with CDRL A019
0046	1 each	In accordance with CDRL A020
0047	1 each	In accordance with CDRL A021
0048	1 each	In accordance with CDRL A022
0049	1 each	In accordance with CDRL A023
0050	1 each	In accordance with CDRL A024
0051	1 each	In accordance with CDRL A025
0052	1 each	In accordance with CDRL A026
0053	1 each	In accordance with CDRL A027
0054	1 each	In accordance with CDRL A028
0055	1 each	In accordance with CDRL A029
0056	1 each	In accordance with CDRL A030
0057	1 each	In accordance with CDRL A031
0058	1 each	In accordance with CDRL A032
0059	1 each	In accordance with CDRL A033
0060	1 each	In accordance with CDRL A034
0061	1 each	In accordance with CDRL A035
0062	1 each	In accordance with CDRL A036
0063	1 each	In accordance with CDRL A037
0064	1 each	In accordance with CDRL A038
0065	1 each	In accordance with CDRL A039
0066	1 each	In accordance with CDRL A040
0067	1 each	In accordance with CDRL A041
0068	1 each	In accordance with CDRL A042
0069	1 each	In accordance with CDRL A043
0070	1 each	In accordance with CDRL A044
0071	1 each	In accordance with CDRL A045
0072	1 each	In accordance with CDRL A046
0073	1 each	In accordance with CDRL A047
0074	1 each	In accordance with CDRL A048
0075	1 each	In accordance with CDRL A049
0076	1 each	In accordance with CDRL A050
0077	1 each	In accordance with CDRL A051
0078	1 each	In accordance with CDRL A052
0079	1 each	In accordance with CDRL A053
0080	1 each	In accordance with CDRL A054
0081	1 each	In accordance with CDRL A055

0082	1 each	In accordance with CDRL A056
0083	1 each	In accordance with CDRL A057
0084	1 each	In accordance with CDRL A058
0085	1 each	In accordance with CDRL A059
0086	1 each	In accordance with CDRL A060
1001	1 each	In accordance with CDRL B008
1002	3 each	90 days from issuance of Delivery Order
1003	1 each	In accordance with CDRL B009
1004	1 each	As required to support IOT
1005	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
1006	1-200	Concurrent with delivery of CLIN 1001
1007	As Required	TBD (shipping)
1008	As Required	TBD (Contractor support to fielding)
1009	As Required	TBD (long term storage)
1010	1 each	In accordance with CDRL C002
1011	As Required	Within 90 days after issuance of Delivery Order
1012	1 each	Within 120 day after issuance of Delivery Order
2001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
2002	1-200	Concurrent with Delivery of CLIN 2001
2003	As Required	TBD (shipping)
2004	As Required	TBD (Contractor support to fielding)
2005	As Required	TBD (long term storage)
2006	1 each	In accordance with CDRL C002
2007	As Required	Within 90 days after issuance of Delivery Order
3001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
3002	1-200	Concurrent with Delivery of CLIN 3001
3003	As Required	TBD (shipping)
3004	As Required	TBD (Contractor support to fielding)
3005	As Required	TBD (long term storage)
3006	1 each	In accordance with CDRL C002
3007	As Required	Within 90 days after issuance of Delivery Order
4001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
4002	1-200	Concurrent with Delivery of CLIN 4001
4003	As Required	TBD (shipping)
4004	As Required	TBD (Contractor support to fielding)
4005	As Required	TBD (long term storage)
4006	1 each	In accordance with CDRL C002
4007	As Required	Within 90 days after issuance of Delivery Order
5001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
5002	1-200	Concurrent with Delivery of CLIN 5001
5003	As Required	TBD (shipping)
5004	As Required	TBD (Contractor support to fielding)
5005	As Required	TBD (long term storage)
5006	1 each	In accordance with CDRL C002
5007	As Required	Within 90 days after issuance of Delivery Order

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's schedule as follows:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITIY	DELIVERY SCHEDULE
0001	1 each	In accordance with CDRL B001
0002	1 each	In accordance with CDRL B002
0003	1 each	8 months after award
0004	24 each	8 months after 0003
0005	1 each	In accordance with CDRL B003
0006	1 each	In accordance with CDRL B004
0007	1 each	12 months after award
0008	3 each	10 months after 0007
0009	1 each	In accordance with CDRL B003
0010	1 each	In accordance with CDRL B004
0011	1 each	12 months after award of delivery order
0012	3 each	12 months after CLIN 0011
0013	As Required	12 Months after delivery order
0014	1 each	In accordance with CDRL B003
0015	1 each	In accordance with CDRL B004
0016	1 each	In accordance with CDRL B005
0017	As Required	41 months after award
0018	As Required	46 months after award
0019	2 each	In accordance with CDRL B006
0020	As Required	In accordance with CDRL B007
0021	1 each	In accordance with CDRL C001
0022	1 each	Concurrent with CLIN 0021
0023	1 each	In accordance with CDRL C001
0024	1 each	Concurrent with CLIN 0023
0025	1 each	In accordance with CDRL C001
0026	1 each	Concurrent with CLIN 0025
0027	1 each	In accordance with CDRL A001
0028	1 each	In accordance with CDRL A002
0029	1 each	In accordance with CDRL A003
0030	1 each	In accordance with CDRL A004
0031	1 each	In accordance with CDRL A005
0032	1 each	In accordance with CDRL A006
0033	1 each	In accordance with CDRL A007
0034	1 each	In accordance with CDRL A008
0035	1 each	In accordance with CDRL A009
0036	1 each	In accordance with CDRL A010
0037	1 each	In accordance with CDRL A011
0038	1 each	In accordance with CDRL A012
0039	1 each	In accordance with CDRL A013
0040	1 each	In accordance with CDRL A014
0041	1 each	In accordance with CDRL A015
0042	1 each	In accordance with CDRL A016
0043	1 each	In accordance with CDRL A017
0044	1 each	In accordance with CDRL A018
0045	1 each	In accordance with CDRL A019
0046	1 each	In accordance with CDRL A020
0047	1 each	In accordance with CDRL A021
0048	1 each	In accordance with CDRL A022

0049	1 each	In accordance with CDRL A023
0050	1 each	In accordance with CDRL A024
0051	1 each	In accordance with CDRL A025
0052	1 each	In accordance with CDRL A026
0053	1 each	In accordance with CDRL A027
0054	1 each	In accordance with CDRL A028
0055	1 each	In accordance with CDRL A029
0056	1 each	In accordance with CDRL A030
0057	1 each	In accordance with CDRL A031
0058	1 each	In accordance with CDRL A032
0059	1 each	In accordance with CDRL A033
0060	1 each	In accordance with CDRL A034
0061	1 each	In accordance with CDRL A035
0062	1 each	In accordance with CDRL A036
0063	1 each	In accordance with CDRL A037
0064	1 each	In accordance with CDRL A038
0065	1 each	In accordance with CDRL A039
0066	1 each	In accordance with CDRL A040
0067	1 each	In accordance with CDRL A041
0068	1 each	In accordance with CDRL A042
0069	1 each	In accordance with CDRL A043
0070	1 each	In accordance with CDRL A044
0071	1 each	In accordance with CDRL A045
0072	1 each	In accordance with CDRL A046
0073	1 each	In accordance with CDRL A047
0074	1 each	In accordance with CDRL A048
0075	1 each	In accordance with CDRL A049
0076	1 each	In accordance with CDRL A050
0077	1 each	In accordance with CDRL A051
0078	1 each	In accordance with CDRL A052
0079	1 each	In accordance with CDRL A053
0080	1 each	In accordance with CDRL A054
0081	1 each	In accordance with CDRL A055
0082	1 each	In accordance with CDRL A056
0083	1 each	In accordance with CDRL A057
0084	1 each	In accordance with CDRL A058
0085	1 each	In accordance with CDRL A059
0086	1 each	In accordance with CDRL A060
1001	1 each	In accordance with CDRL B008
1002	3 each	90 days from issuance of Delivery Order
1003	1 each	In accordance with CDRL B009
1004	1 each	As required to support IOT
1005	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
1006	1-200	Concurrent with delivery of CLIN 1001
1007	As Required	TBD (shipping)
1008	As Required	TBD (Contractor support to fielding)
1009	As Required	TBD (long term storage)
1010	1 each	In accordance with CDRL C002
1011	As Required	Within 90 days after issuance of Delivery Order
1012	1 each	Within 120 day after issuance of Delivery Order
2001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter

2002	1-200	Concurrent with Delivery of CLIN 2001
2003	As Required	TBD (shipping)
2004	As Required	TBD (Contractor support to fielding)
2005	As Required	TBD (long term storage)
2006	1 each	In accordance with CDRL C002
2007	As Required	Within 90 days after issuance of Delivery Order
3001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
3002	1-200	Concurrent with Delivery of CLIN 3001
3003	As Required	TBD (shipping)
3004	As Required	TBD (Contractor support to fielding)
3005	As Required	TBD (long term storage)
3006	1 each	In accordance with CDRL C002
3007	As Required	Within 90 days after issuance of Delivery Order
4001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
4002	1-200	Concurrent with Delivery of CLIN 4001
4003	As Required	TBD (shipping)
4004	As Required	TBD (Contractor support to fielding)
4005	As Required	TBD (long term storage)
4006	1 each	In accordance with CDRL C002
4007	As Required	Within 90 days after issuance of Delivery Order
5001	1-200	5 each within 90 days after issuance of Delivery Order and 6/month thereafter
5002	1-200	Concurrent with Delivery of CLIN 5001
5003	As Required	TBD (shipping)
5004	As Required	TBD (Contractor support to fielding)
5005	As Required	TBD (long term storage)
5006	1 each	In accordance with CDRL C002
5007	As Required	Within 90 days after issuance of Delivery Order

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR’S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITIY	DELIVERY SCHEDULE
0001		
0002		
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5007

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

CONTRACT ADMINISTRATION
G.1. GOVERNMENT CONTRACT ADMINISTRATION

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. The telephone, FAX number and E-mail address of the Procuring Contracting Officer (PCO) and Contract Specialist (KS) are:

Procuring Contracting Officer:

Contracting Officer: Curtis Britton
Phone: (508) 233- 6150
E-mail: Curtis.L.Britton.civ@mail.mil

Contract Specialist: Sean Auld
Phone: (508) 233- 6183
E-mail: Sean.G.Auld.civ@mail.mil

c. All contract administrative functions will be delegated to the cognizant Defense Contract Management Agency (DCMA) office in accordance with FAR 42.2. This contract will be administered by Defense Contract Management Agency (DCMA) identified in block 6 on page one of this contract. Inquiries concerning normal contract administration should be referred to DCMA Administrative Contracting Officer, as follows:

Administrative Contracting Officer (ACO): TBD Email: TBD
Telephone: TBD
E-mail: TBD

G.2. GOVERNMENT PROGRAM MANAGER

TBD UPON CONTRACT AWARD

Name and Title _____

_____

Responsible Office _____

_____

Address _____

_____

_____

_____

Telephone Number _____

Email Address _____

G.3. CONTRACTOR'S CONTRACT ADMINISTRATIVE AND TECHNICAL POINT OF CONTACT

ADMINISTRATIVE:

Name and Title _____

_____

Responsible Office _____

_____

Address _____

_____

_____

_____

Telephone Number _____

Email Address _____

DUNS # CAGE _____TIN #_____

TECHNICAL:

Name and Title _____

_____

Responsible Office _____

_____

Address _____

_____

_____

_____

Telephone Number _____

Email Address _____

DUNS # CAGE _____TIN #_____

G.4. CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT (POC):

Annual contract past performance evaluations will be performed by the Government. The Offeror shall identify a Point of Contact (POC) to participate in these on-line evaluations. This individual is required to register in the Contractor Performance Assessment Reporting System (CPARS @ http://www.cpars.csd.disa.mil) and respond to the Government evaluations in a timely manner. The contractor POC responsible for this action is:

Name and Title: _____

E-mail: _____

Telephone Number: _____

CLAUSES INCORPORATED BY REFERENCE

252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

ACC-APG NCD 5152.232-7003 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (NCD) (AUG 2009)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site https://wawf.eb.mil. Vendor training is available on the Internet at https://wawftraining.eb.mil/wbt/

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

Receiving Report (DD 250) Source Inspection / Source Acceptance Inspection and Acceptance takes place at contractor's plant Invoice and Receiving Report (Combo) - Source Inspection / Source Acceptance	
Pay DoDAAC	TBD
Issue By DoDAAC	W911QY
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD

(a) The contractor shall submit invoices /cost vouchers for payment per contract terms.

(b) The Government shall process invoices /cost vouchers for payment per contract terms.

(c) For each invoice /cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title
TBD			
TBD			
TBD			

Section H - Special Contract Requirements

SPECIAL INSTRUCTIONS

H.1. CONTRACTOR'S ORGANIZATION AND KEY PERSONNEL

H.1.1. The Contractor's organization shall be established with authority to effectively accomplish the objectives of the Technical Data Package and Scope of Work. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

H.1.2. The key personnel listed below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the Contractor shall notify the contracting officer. The Contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

H.1.2.1. Key Personnel List

NAME	POSITION

H.1.2.2. Prior to permanently reassigning any of the specified individuals to other contracts, the Contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The "Key Personnel" list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.2. DELIVERY ORDERS

H.2.1. The Government's requirements will be given to the Contractor by the timely issuance of delivery orders duly executed by the Contracting Officer in accordance with the Order Limitations Clause (FAR 52.216-19) Requirements Clause (52.216-21) set forth in Section I. The Government will issue a Delivery Orders for each requirement specifying the CDRL (if applicable) and the CLIN. The delivery order will specify the quantity of units and the unit price for the quantity ordered. Reference Section F, FAR clause 52.211-9 Time of Delivery of this contract; unless otherwise negotiated, the delivery schedules for all active delivery orders will reflect, or be modified to reflect, a delivery schedule based on the total quantity currently ordered under all active delivery orders excluding those within 30 days of delivery. Should the Government issue delivery orders within 60 days of each other and final delivery has not occurred, the delivery order will be issued reflecting the economic quantity pricing of the total quantity of all relevant delivery orders. All affected delivery orders will be subsequently modified to reflect the lower economic quantity pricing.

H.3. GOVERNMENT FURNISHED PROPERTY (GFP) and GOVERNMENT FURNISHED INFORMATION (GFI).

In accordance with the appropriate Government Property clause incorporated by reference in Section I of this contract, the following GFP (including associated manuals) and GFI will be delivered at Government expense to the Contractor.

H.3.1. Items P001 through P005 are developmental prototypes that were designed and fabricated prior to the award of this contract. They represent the latest stage of development of the modular appliances, burner, and BK system. The items are for reference and shall not be delivered in whole or part of any deliverable of this contract. They can be used for the developmental effort in any way seen fit by the Contractor that is beneficial to this effort and in turn the Government. These items do not need to be returned in the same condition as delivered and may be destroyed in the performance of this contract. Items P001 through P006 will be furnished within thirty (30) days after award of contract.

H.3.2. Items I001 through I003 (See H.3.6., GFI table), are the solid model files associated with the developmental prototypes and models of a conceptual BK systems. No prototype exists for the conceptual BK system. No parts of the BK conceptual system have been validated and these models are for reference only.

H.3.3. Items P006 and P007 are items representative of the items that shall be used for the BK developmental prototypes as well as the BK production units. P006 and P007 are for reference only and shall not be used in whole or part of any deliverable of this contract. The purpose of these items is to aid in the design of the developmental prototypes. These items are to be furnished within thirty (30) days after award of contract.

H.3.4. Item P008 shall be incorporated into the BK three (3) developmental prototypes (See C.2.13). This shall be the on-board power supply for the Battlefield Kitchen and shall be delivered back to the government as part of the delivery of CLIN 0012.

H.3.5. The 3kw Tactical Quiet Generator (TQG) (Item P009) shall be the on-board power supply for the Battlefield Kitchen (See Attachment B-3 PPD for BK System).

H.3.6. The generator will become a component of the production item and shall be delivered back to the Government concurrent with the delivery of the BK production units. (CLINs 1001, 2001, 3001, 4001, and 5001). Item P009 will be issued within 30 days of issuance of delivery order for production and on a monthly basis as required to fill the production delivery schedule.

Government Furnished Property (GFP)					
Item No.	**Description**	**Quantity**	**Category**	**Unit Cost**	**Total Cost**
P001	Prototype Modular Burner	7	Expendable	$1,300	$9,100
P002	Prototype Modular Oven Assembly	1	Expendable	$10,000	$10,000
P003	Prototype Modular Griddle Assembly	1	Expendable	$8,000	$8,000
P004	Prototype Modular Stove Top Assembly	1	Expendable	$8,500	$8,500
P005	Prototype Modular Steamer Assembly	1	Expendable	$12,000	$12,000
P006	3 kW TQG or STEP Generator for BK Development	1	Durable	$9,922	$9,922
P007	M1061A1 Trailer	1	Durable	$14,000	$14,000
P008	3 kW TQG or STEP Generator BK developmental prototypes	3*	Durable	$9,922	$29,776
P009	3 kW TQG or STEP Generator for BK Production	1 per BK	Durable	$9,922	TBD

*****If additional BK system prototypes are ordered (see C.2.13), additional generators (P008) will be provided on a 1 for 1 basis to meet the requirement.

Government Furnished Information (GFI)	
Item No.	**Description**
I001	Solid Model of Modular Burner
I002	Solid Model of Modular Appliances
I003	Solid Model for BK System

H.3.7. The requisition document for issuance of the above GFP will be prepared by Soldier Systems Center Natick, MA.

H.3.8. Disposition of GFP. Items P006 and P007 will be returned to the Government within 60 days of the approval of the First Article Test Report (See Section C.3.4 and CLIN 1010).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012

252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.219-7000	Advancing Small Business Growth	MAY 2015
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7001	Release Of Past Infringement	AUG 1984
252.227-7005 Alt I	License Term Alternate I	OCT 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014

252.247-7024 Notification Of Transportation Of Supplies By Sea MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

[Contracting Officer shall insert details]

(a) The Contractor shall test 3 unit(s) of Lot/Item 1as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test in accordance with CDRL B009. Hard copies of this report shall be addressed to US Army Soldier Systems Center, ATTN: SFAE-CSS-E2-FS (Glenn Doucet), 15 General Greene Avenue, Natick, MA, 01760-5057 marked "FIRST ARTICLE TEST REPORT: Contract No. W911QY-16-D-XXXX. The Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $250.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $30,000,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of $97,000,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) days prior to the conclusion of the previous ordering period.. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) days prior to the conclusion of the previous ordering period.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed shall not exceed eight (8) years..
(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the

cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 332999- assigned to contract number W911QY-16-D-.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above

(incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
(2) Same sharing arrangement as the contract's profit or fee adjustment formula.
(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/vffra.htm
http://farsite.hill.af.mil/vfdfara.htm
http://farsite.hill.af.mil/vfafara.htm

(End of clause)

252.216-7006 ORDERING (MAY 2011)

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

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

(c)(1) If issued electronically, the order is considered ``issued'' when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.227-7004 LICENSE GRANT (AUG 1984)

(a) The Contractor hereby grants to the Government an irrevocable, nonexclusive, nontransferable, and paid up license under the following patents, applications for patent, and any patents granted on such applications, and under any patents which may issue as the result of any reissue, division or continuation thereof, to practice by or cause to be practiced for the Government throughout the world, any and all of the inventions thereunder, in the manufacture and use of any article or material, in the use of any method or process, and in the disposition of any article or material in accordance with law:

U.S. Patent No.

Date

Application Serial No.

Filing Date

together with corresponding foreign patents and foreign applications for patents, insofar as the Contractor has the right to grant licenses thereunder without incurring an obligation to pay royalties or other compensation to others solely on account of such grant.

(b) No rights are granted or implied by the agreement under any other patents other than as provided above or by operation of law.

(c) Nothing contained herein shall limit any rights which the Government may have obtained by virtue of prior contracts or by operation of law or otherwise.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2014)

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidations rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 90 percent.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS & ATTACHMENTS

SOLICITATION ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	Pages
Attachment 0001	Past Performance Information	3
Attachment 0002	Past Performance Questionnaire	6
Attachment 0003	BK Program Schedule/Planned Delivery Schedule	
Attachment 0004	BK Data Rights Assertions List	1
Attachment 0005	Draft Solicitation & PPD Questions & Answers	20

CONTRACT DATA REQUIREMENT LIST (CDRL)

DOCUMENT TYPE	DESCRIPTION	Pages
CDRL A001	Appliances, Level of Repair Analysis	3
CDRL A002	Appliances, Maintenance Task Analysis	3
CDRL A003	Appliances, Failure Modes Effects and Criticality Analysis	3
CDRL A004	Appliances, Maintenance Allocation Chart	3
CDRL A005	Appliances, Supportability Analysis Summary	3
CDRL A006	Appliances, Technical Manual 13&P	2
CDRL A007	Appliances, Validation Plan & Report	1
CDRL A008	Appliances, Engineering Data for Provisioning	3
CDRL A009	Appliances, Provisioning Parts List	3
CDRL A010	Appliances, Instructional Performance Requirements Document Operator	1
CDRL A011	Appliances, Program of Instruction Operator	1
CDRL A012	Appliances, Lesson Plans Operator	1
CDRL A013	Appliances, IMI DVD Operator & Maintainer	1
CDRL A014	Appliances, LMI Packaging Data	1
CDRL A015	Appliances, Special Packaging Instructions	1
CDRL A016	Appliances, Proposed Spare Parts List	3
CDRL A017	Appliances, Conduct of Training Operator & Maintainer	1
CDRL A018	Burner, Level of Repair Analysis	3
CDRL A019	Burner, Maintenance Task Analysis	3
CDRL A020	Burner, Failure Modes Effects and Criticality Analysis	3
CDRL A021	Burner, Maintenance Allocation Chart	3
CDRL A022	Burner, Supportability Analysis Summary	3
CDRL A023	Burner, Technical Manual 13&P	2
CDRL A024	Burner, Validation Plan & Report	1
CDRL A025	Burner, Engineering Data for Provisioning	3
CDRL A026	Burner, Provisioning Parts List	3
CDRL A027	Burner, Instructional Performance Requirements Document Operator	1
CDRL A028	Burner, Program of Instruction Operator	1
CDRL A029	Burner, Lesson Plans Operator	1
CDRL A030	Burner, IMI DVD Operator & Maintainer	1
CDRL A031	Burner, LMI Packaging Data	1
CDRL A032	Burner, Special Packaging Instructions	1
CDRL A033	Burner, Proposed Spare Parts List	3
CDRL A034	Burner, Conduct of Training Operator & Maintainer	1
CDRL A035	Burner, Instructional Performance Requirements Document Maintainer	1
CDRL A036	Burner, Program of Instruction Maintainer	1
CDRL A037	Burner, Lesson Plans Maintainer	1
CDRL A038	BK System, Level of Repair Analysis	3
CDRL A039	BK System, Maintenance Task Analysis	3
CDRL A040	BK System, Failure Modes Effects and Criticality Analysis	3

CDRL A041	BK System, Maintenance Allocation Chart	3
CDRL A042	BK System, Supportability Analysis Summary	3
CDRL A043	BK System, Technical Manual 13&P	2
CDRL A044	BK System, Validation Plan & Report	1
CDRL A045	BK System, Engineering Data for Provisioning	3
CDRL A046	BK System, Provisioning Parts List	3
CDRL A047	BK System, Instructional Performance Requirements Document Operator	1
CDRL A048	BK System, Program of Instruction Operator	1
CDRL A049	BK System, Lesson Plans Operator	1
CDRL A050	BK System, IMI DVD Operator & Maintainer	1
CDRL A051	BK System, LMI Packaging Data	1
CDRL A052	BK System, Special Packaging Instructions	1
CDRL A053	BK System, Care of Supplies in Storage	1
CDRL A054	BK System, National Maintenance Work Requirement	2
CDRL A055	BK System, National Maintenance Work Requirement Plan and Report	1
CDRL A056	BK System, Proposed Spare Parts List	3
CDRL A057	BK System, Conduct of Training Operator & Maintainer	1
CDRL A058	BK System, Instructional Performance Requirements Document Maintainer	1
CDRL A059	BK System, Program of Instruction Maintainer	1
CDRL A060	BK System, Lesson Plans Maintainer	1
CDRL B001	Safety Assessment Report/Health Hazard	3
CDRL B002	Hazardous Material Management Plan	3
CDRL B003	Test Plan for Contractor Developmental Testing	3
CDRL B004	Test Report for Contractor Developmental Testing	3
CDRL B005	System Support Package List and Hardware for Testing	3
CDRL B006	Design Review Information Package	3
CDRL B007	Weekly Teleconference Meeting Minutes	3
CDRL B008	First Article Test Plan	3
CDRL B009	First Article Test and Report	3
CDRL C001	Technical Data	3
CDRL C002	Actual per unit production cost breakdown for BK System	

STATEMENT OF WORK (SOW) ATTACHMENTS

DOCUMENT TYPE	**DESCRIPTION**	**Pages**
Attachment A-1	Operational Mode Summary and Mission Profile (OMSMP)	5
Attachment A-2	Failure Definition and Scoring Criteria (FDSC)	10
Attachment B-1	PPD for Modular Appliances, FSE-002	9
Attachment B-2	PPD for Modular Burner, FSE-001	3
Attachment B-3	PPD for Battlefield Kitchen System, FSE-003	8
Attachment C-1	Provisioning SOW	28
Attachment C-2	Failure, Modes, Effects, and Criticality Analysis	2
Attachment C-3	13&P Appliances	20
Attachment C-4	Training	16
Attachment C-5	IMI DVD	7
Attachment C-6	Packaging	9
Attachment C-7	COSIS Plan	2
Attachment C-8	13&P and NMWR Burner	20
Attachment C-9	13&P and NMWR System	20

TECHNICAL REFERENCES

DOCUMENT TYPE	**DESCRIPTION**
Attachment I001	SolidWorks Assembly Solid Model of Modular Burner
Attachment I002	SolidWorks Assembly Solid Model of Modular Appliances

Attachment I003	SolidWorks Assembly Solid Model of Battlefield Kitchen
Attachment I004	M1061A1 Trailer Technical Data Package
Attachment I005	3 Kw Tactical Quiet Generator Set (TQG) Mobile Power Handbook

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (Deviation 2016-O0003)	OCT 2015
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332999.

(2) The small business size standard is 750.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

X (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete
as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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	TECEXPER
III – Management (Evaluation Factor)		45	MGKEYPER
IV - Past Performance (Evaluation Factor)		None	PASTPERF
V - Contract Price (Evaluation Factor)		None	CP

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.

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. Online Representations and Certifications Application (ORCA). In the System for Award Management (SAM), the Offeror shall enter the NAICS code for this effort and complete the Representations and Certifications information appropriately. Then print the ORCA documentation for the volume. Offerors must be registered in the System for Award Management (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.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) -Alternate I	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Curtis Britton, 15 General Greene Avenue., BLDG 1, Natick, MA 01760, 508-233-6150,

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/vffra.htm
http://farsite.hill.af.mil/vfdfara.htm
http://farsite.hill.af.mil/vfafara.htm

(End of provision)

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 utilized in the evaluation of each offeror's price proposal IAW section M.3.3.9. of this solicitaiton.

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 offerors 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.3.5.3. 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 offerors proposal meets the stated e valuation 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 offerors' 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 with 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, 1006, 1009, 1011, 1012, 2001, 2002, 2005, 2007, 3001, 3002, 3005, 3007, 4001, 4002, 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 only the License Agreement CLINS 0022, 0024, and 0026 will be included in TEP at the offered price, unless the offeror does not wish to offer GPR to the Government at any price. Because acquisition of GPR for competitive reprocurement is an important consideration to Army Program Manager, offerors that do not price these CLINS will be evaluated by adding 100% of the highest proposed price for each GPR CLIN by other offerors, to the unpriced offerors TEP.

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. For evaluation purposes only the ASL Kit CLINS 1006, 2002, 3002, 4002 and 5002 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 10. This total will be utilized in the total evaluated price calculation.

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, 1007, 1008, 1010, 2003, 2004, 2006, 3003, 3004, 3006, 4003, 4004, 4006, 5003, 5004 and 5006.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)