

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 15

2. Amendment/Modification No.

0001

3. Effective Date

2004AUG02

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

TACOM WARREN
AMSTA-AQ-ATBD
TERRY BEITELSHHEES (586)574-6177
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL
EMAIL: BEITELST@TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

SCD

PAS

ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-04-R-0916

9B. Dated (See Item 11)

2004JUL12

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.)
Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

This Amendment 0001 to Solicitation W56HZV-04-R-0916 is issued to make the following revisions:

1. Section B is revised to add CLIN 0001AD for the M969 Fuel Tanker requirement.
2. Drawing for the M969 Fuel Tanker is included as Attachment 004.
3. Sections C, L, and M are revised as shown on the following pages.
4. The Test Plan for the Primary Fuel Tank, Secondary Fuel Tank, and the eight cubic feet of safety foam is included as Attachment 0002.
5. The Test Plan for the M969 Fuel Tanker is included as Attachment 003.
6. FAR Clause 52.249-2 -- Termination for Convenience of the Government (Fixed-Price) is added.
7. ADDRESS OFFERS TO:

US ARMY TACOM
ACQUISITION CENTER E-MAIL
ATTN: AMSTA-AQ-BID LOBBY/OPENING
WARREN, MI 48397-5000
E-MAIL: OFFERS@TACOM.ARMY.MIL AND OFFERSMB@TACOM.ARMY.MIL
FAX: (586)574-5527
8. All other terms and conditions remain the same.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SAFETY FOAM INSTALLED IN 5 P/N 5582606 IN AC</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SAFETY FOAM PRON: P149L479JZ PRON AMD: 01 AMS CD: 51108992015</p> <p>The contractor shall install flame arresting polyurethane foam in accordance with C.1.4(a). (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4176S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0916 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>SAFETY FOAM INSTALLED IN 4 P/N MIL-C-53109</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SAFETY FOAM PRON: P149L479JZ PRON AMD: 01 AMS CD: 51108992015</p> <p>The contractor shall install flame arresting polyurethane foam in accordance with C.1.4(a).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4176S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-R-0916 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>EIGHT CUBIC FEET OF SAFETY FOAM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SAFETY FOAM PRON: P149L479JZ PRON AMD: 01 AMS CD: 51108992015</p> <p>The contractor shall provide flame arresting polyurethane foam in accordance with C.1.4(b).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4176S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	LO	\$ _____	\$ _____
0001AD	<p><u>SAFETY FOAM INSTALLED IN M969 FUEL TANKER</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SAFETY FOAM PRON: P149L479JZ PRON AMD: 01 AMS CD: 51108992015</p> <p>The contractor shall install flame arresting polyurethane foam in accordance with C.1.8.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 15**

PIIN/SIIN W56HZV-04-R-0916

MOD/AMD 0001

Name of Offeror or Contractor:

The performance of work under this contract involves Government Furnished Material (GFM), and the Contract's Scope of Work requires the contractor to introduce its Polyurethane Safety Foam into this GFM. The resulting end products will be tested by the Government to assess the extent to which the contractor's Polyurethane Safety Foam achieves the requirements and desired objectives of the scope of work. Some of this Government testing will ultimately result in the destruction of the original Government Furnished Material. This is of particular importance to the Government with respect to the M969 fuel tanker, which has a very high acquisition unit cost, and which is currently a high demand item in the Army inventory. Accordingly, it is the intent of this contract that both (a) the introduction of the contractor's Polyurethane Foam into the M969 fuel tanker through performance of SOW C.1.8 through C.1.11, and (b) any resultant testing to be accomplished by the Government on the M969 fuel tanker (to include the destructive testing), will only be performed where it is expected that valuable test results will be gleaned from the destructive testing on the GFM M969 fuel tanker. Therefore, it is the intent of the parties that contract performance be sub-divided into 2 distinct segments as follows (also see the contract's period of performance):

1. Performance of work under SOW Paragraphs C.1.1 thru C.1.7 for the HMMWV primary and secondary fuel storage devices (to include Government conducted testing on both HMMWV fuel storage devices).
2. Performance of work under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker (to include Government conducted testing on the M969 fuel tanker).

Upon Contract award, and while this contract is fully funded for the entire Scope of Work, the contractor is only authorized to perform work, and incur any costs, under the SOW Paragraphs C.1.1 through C.1.7 for the HMMWV primary and secondary fuel storage devices . Upon "successful" completion of Government testing of the HMMWV primary and secondary fuel storage devices, the Government will provide the contractor with written authorization to proceed with contract performance as specified in SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker.

For the purpose of this contract, "successful" contract performance on the HMMWV primary and secondary fuel storage devices will be defined as follows:

- a. Meeting the HMMWV required requirements specified in C.1.5.
- b. Reasonably approaching achievement of Desired requirements of C.1.6(a-k)

In the event the contractor's Polyurethane Safety Foam successfully achieves 2 (a-b) above, as a result of Government testing, the Government will provide written authorization for the Contractor to continue contract performance under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker.

In the event the contractor's Polyurethane Safety Foam does not successfully achieve 2 (a-b) above, as a result of Government testing, the parties hereto agree that contract performance under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker will be terminated for the convenience of the Government, at no cost to the Government, pursuant to contract provision 52.249-2.

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Title: POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN MILITARY GROUND VEHICLES

Definitions:

a. The following scope of work includes "Required" and "Desired" requirements. The "Required" requirements represent threshold requirements which must be met in order for the items to be inspected and accepted for payment. The "Desired" requirements represent objective requirements which the contractor, consistent with the contractor's technical proposal as evaluated for award, will utilize its best efforts to achieve.

b. The following scope of work includes the terms "Primary fuel storage device" and "Secondary fuel storage device". The "Primary fuel storage device" means part number 5582606 (NSN 2910-01-263-3224, the fuel tank for the HMMWV). The "Secondary fuel storage device" means part number MIL-C-53109 (NSN 7240-01-337-5269, the 5 gallon fuel can).

C.1.1 Statement of Work:

The U.S. Army Tank Automotive and Armaments Command (TACOM) will procure, test (IAW the Test Plan included as Attachments 002 and 003), and evaluate Polyurethane Foam ("Safety Foam") as one possible means by which to mitigate the risk of explosion and fuel sustained fires in the primary fuel storage device of military ground vehicles and supplemental fuel storage devices carried as cargo, and large capacity fuel storage devices..

C.1.2 Background:

Requirements do not exist within the U.S. Army Tank Automotive and Armaments Command for polyurethane foam as an explosion mitigation solution for military ground vehicles.

C.1.3 Objective:

The objective of this contracting effort is to permit the evaluation of the suitability of polyurethane foam as an explosion mitigation solution in military ground vehicles, while affording the U.S. Army a basis for comparison with non-foam based systems.

C.1.4 Deliverables (Primary and Secondary Fuel Tanks):

Note: The polyurethane foam cannot be exposed to any fuel prior to its submission to the government.

a. Five (5) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly") and four (4) part number MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") installed with the Contractors proposed flame arresting polyurethane foam.

b. Eight (8) additional cubic feet of the same type of polyurethane foam used in part numbers 5582606 and MIL-C-53109 for evaluation and testing by the Government.

C.1.5 Required (Primary and Secondary Fuel Tanks):

a. The polyurethane foam shall be flame arresting and of the type designed to prevent explosions and fires in fuel tanks filled with JP-8 fuel.

b. The polyurethane foam will not require reinforcing the supporting hardware of primary and supplemental fuel storage devices.

c. The polyurethane foam shall resist degradation when exposed to JP-8 fuel.

C.1.6 Desired (Primary and Secondary Fuel Tanks):

Notice: The following applies to both the primary and secondary fuel storage devices, unless indicated otherwise.

a. In order to minimize fuel discharge and the risk of incineration caused by fuel loss, it is desired to have 95% to 100% fuel containment when a fuel storage device is penetrated by 7.62 mm Armor Piercing Incendiary (API) rounds traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the fuel storage device.

b. In order to minimize the risk of incineration, it is desired to have at least one hour of explosion and incendiary protection once a fuel storage device is penetrated by 7.62 mm Armor Piercing Incendiary (API) rounds traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the fuel storage device.

c. The polyurethane foam should not increase the temperature of JP-8 fuel in a fuel storage device,

d. The polyurethane foam should not accumulate an electrical potential,

e. The polyurethane foam should not hold or attract airborne moisture,

f. The polyurethane foam should not promote microbial or fungal growth, wax formation, or particulate precipitation,

g. The polyurethane foam should not degrade military ground vehicle crashworthiness once retrofitted (applies only to the primary fuel storage device), and

h. The polyurethane foam should not fracture or become unstable or rupture a fuel storage device when exposed to alternating temperature cycles (-50 F to 120 F) and vibration/inertia caused by vehicle operation.

i. The polyurethane foam should have no effect on fuel flow in hot (120 F) or arctic (-50 F) climates nor impact fuel refill procedures, and

j. The polyurethane foam should be removable for inspection.

k. When used in primary fuel storage devices ground vehicle range should not degrade more than five miles of the maximum range. When used in supplemental fuel storage devices the usable fuel capacity of the storage device should not degrade by more than 5%.

C.1.7 Performance Period (Primary and Secondary Fuel Tanks):

The performance period for preparing and installing polyurethane foam into Government Furnished Material (GFM) and delivering that material, along with the additional eight (8) cubic feet of polyurethane foam, to the designated Government test facility for evaluation and testing is forty-five (45) days from the date of receipt of the Government Furnished Material. All material submitted to the Government by an offeror is subject to inspection for content and damage prior to acceptance. All material once accepted becomes the property of the Government.

C.1.8 Deliverables (M969 Fuel Tanker):

Note: The polyurethane foam cannot be exposed to any fuel prior to its submission to the government.

a. One (1) M969 Fuel Tanker with the proposed flame arresting polyurethane foam installed.

b. A report documenting the tools, procedures, and man hours required to retrofit the M969 Fuel Tanker provided by TACOM with flame arresting polyurethane foam, to include polyurethane foam removal and disposal after use.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 15
	PIIN/SIIN W56HZV-04-R-0916	MOD/AMD 0001

Name of Offeror or Contractor:

C.1.9 Required (M969 Fuel Tanker):

a. An offeror cannot modify the M969 Fuel Tanker provided for this effort - flame arresting polyurethane foam must be installed without cutting or making structural changes to the M969 Fuel Tanker provided.

C.1.10 Desired (M969 Fuel Tanker):

a. In order to minimize fuel discharge and the risk of incineration caused by fuel loss, it is desired to have 95% to 100% fuel containment when a M969 Fuel Tanker is penetrated by shaped charge rounds, such as rocket propelled grenades (RPG's), traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the M969 Fuel Tanker.

b. In order to minimize the risk of incineration, it is desired to have at least one hour of explosion and incendiary protection once a M969 Fuel Tanker is penetrated by shaped charge rounds, such as rocket propelled grenades (RPG's), traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the M969 Fuel Tanker.

c. The usable fuel capacity of the M969 should not degrade by more than 5%.

C.1.11 Performance Period (M969 Fuel Tanker):

The performance period for preparing and installing polyurethane foam into Government Furnished Material (GFM) and delivering that material to the designated Government test facility for evaluation and testing is sixty (60) days from the date of receipt of the Government Furnished Material. All offeror material submitted to the Government is subject to inspection for content and damage prior to acceptance; all material once accepted becomes the property of the Government.

C.1.12 Government Furnished Material (GFM):

a.) The U.S. Army Tank Automotive and Armaments Command will supply to the Contractors facility within thirty (30) days from the date of award, for each selected proposal the following:

1) Five (5) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly"), and

2) Four (4) part number MIL-C-53109 (NSN 7240-01-337-5269, "Can: Fuel, Steel, MIL type, 5 gal.").

See Attachment 001 for the drawings for the above part numbers. An offeror is responsible for preparing and installing polyurethane foam into the GFM and delivering that material to the U.S. Army Aberdeen Test Center (ATC) for evaluation and testing. Submitted material will be clearly and permanently marked to prevent misidentification upon receipt; material with markings impeding evaluation will be rejected. The GFM is currently stocked at GSA facilities. The U.S. Army Tank Automotive and Armaments Command will not provide military ground vehicles or any JP-8 fuel for this initial effort.

b.) If upon the completion of testing as defined by Attachment 002, the Government decides to further evaluate using flame arresting polyurethane foam in military ground vehicles, the U.S. TACOM will provide an offeror with notice of its intent to supply to the contractor's facility, on or after the sixtieth (60th) day from the date of the completion of testing defined by Attachment 002, for each selected proposal the following: One (1) M969 Fuel Tanker, excluding the tractor.

See Attachment 004 for the drawings for this item. An offeror is responsible for preparing and installing polyurethane foam into the GFM and delivering that material to the U.S. Army Aberdeen Test Center (ATC) for evaluation and testing via commercial transport. The U.S. Army Tank Automotive and Armaments Command will not provide JP-8 fuel for this effort.

C.1.13 Travel/Security:

To ensure consistency all testing will occur at the U.S. Army Aberdeen Test Center (ATC). Contractor representatives may observe penetration testing of their product, subject to the policies and security restrictions of the test facility. A contractor is responsible for travel expenses associated with observing penetration testing of its product.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 15

PIIN/SIIN W56HZV-04-R-0916

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 15**

PIIN/SIIN W56HZV-04-R-0916

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 002	TEST PLAN FOR POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN MILITARY GROUND VEHICLES - FUEL TANK INSERTION AND POLYURETHANE FOAM TEST			
Attachment 003	TEST PLAN FOR POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN MILITARY GROUND VEHICLES - M969 TANKER INSTALLATION AND TESTING			
Attachment 004	DRAWINGS FOR M969 FUEL TANKER			

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL INSTRUCTIONS

L.1 Proposal Instructions and Content:

The proposal, subject to the late proposals and revisions section of FAR 52.212-1, "Instructions to Offerors - Commercial Items," (Oct 2000), shall be submitted in the format and quantities set forth below. The offeror's proposal/offer, as required by this Section L, shall be evaluated as set forth in Section M of this solicitation. Section M, "Evaluation Criteria for Award", sets forth the evaluation guidance pertaining to Areas and Elements. The "Areas" include Technical and Price. There are no Elements under these evaluation Areas. The Government intends to award up to three (3) contracts as a result of this RFP. Selection of the successful offeror(s) will be made on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. In selecting the best value offeror(s), the Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. Where information in a proposal would duplicate a response already given, it should be referenced and not be restated. In addition to the general requirements of the solicitation provision FAR 52.212-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. Proposals shall be submitted in the English language and shall be submitted in three separate volumes/electronic folders for Government review. Volumes I and II shall utilize the Windows 95 (or higher) version of Microsoft Word or compatible software. Volume III (Price Area Proposal) shall use Microsoft Excel Version 5 (or higher) or comparable software. The offeror's proposal shall have print no smaller than pica type, printable on standard eight and one-half (8 1/2) by eleven (11) inch paper. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO. CONTENTS NO. OF COPIES

Volume I Certification/Representations One Electronic Copy

Volume II Technical Area Proposal One Electronic Copy

Volume III Price Area Proposal One Electronic Copy

L.1.1 Certifications/ Representations (Volume I):

In this volume offerors will provide:

- a. One copy of an SF 1449, Solicitation/Contract/Order For Commercial Items, appropriately completed and signed by a person authorized to sign proposals, quotations, or proposals on behalf of the offeror. Include completed fill-ins of SF 1449 blocks 12, 17, 17B, and 30a-c.
- b. One copy of this solicitation with all fill-ins completed.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.

L.1.2 Volumes II and III will be submitted as described in L.1 above.

Offerors are not authorized to include, in the proposal, citations for, or linkages to, websites.

L.1.3 Conduct of Discussions:

This RFP includes FAR Provision 52.212-1(g) Instructions to Offerors - Commercial Items, which advises that the Government intends to award without Discussions. Given the intent to award without Discussions, exchanges with offerors would be limited to those exchanges described in FAR 15.306(a). Therefore, it is vitally important that the Offeror's proposal as submitted at the time of RFP closing, be complete, comprehensive and fully address all proposal preparation instructions contained herein.

L.2 TECHNICAL AREA

L.2.1 For each "Required" scope of work requirement identified in C.1.5, the offeror shall provide data/information substantiating how its proposed polyurethane foam conforms to each of the requirements. Substantiating data/information may include test data, commercial literature, historical/customer information, analytical support data, chemical analyses or any other supporting rationale which establishes the proposed product will achieve proposed performance levels.

L.2.2 For the "Desired" requirements identified in C.1.6, C.1.10(a) and C.1.10(b), the offeror shall provide the level of performance that its polyurethane foam product can be expected to achieve. In addition, the offeror shall provide data/information substantiating the extent to which the proposed polyurethane foam achieves the "Desired" requirement(s). Substantiating data/information may include test data, commercial literature, historical/customer information, analytical support data, chemical analyses or any other supporting rationale which establishes the proposed product will achieve proposed performance levels.

L.3 PRICE AREA

L.3.1 Provide prices for each of the CLINs set forth in Section B. All prices shall be in U.S. Dollars.

L.3.2 Price Detail Required. In support of your total proposed Price, for the combination of CLINs 0001AA, 0001AB, 0001AC and 0001AD, the offeror shall provide the following information:

- (1) Total loaded labor cost (all CLINs combined)
- (2) Total loaded material cost (all CLINs combined)
- (3) All other costs (all CLINs combined)
- (4) Total profit amount (all CLINs combined)
- (5) Total proposed price (all CLINs combined)

L.3.3 The offer shall also provide any commercial price history which supports the reasonableness/realism of the proposed prices.

L.3.3 In addition to the above information, the Government reserves the right to request more detailed price breakdown data to support its determination of price reasonableness/realism.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 15****PIIN/SIIN** W56HZV-04-R-0916**MOD/AMD** 0001

Name of Offeror or Contractor:

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:SECTION M - EVALUATION FACTORS FOR AWARD
EVALUATION CRITERIA FOR AWARD

M.1 General: The Government plans to award up to three contracts for the installation of Polyurethane Fire Safety Foam into government furnished material and for an additional eight (8) cubic feet of Polyurethane Foam. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "trade-off" process to obtain the best value to the Government. The Government will weigh the evaluated Technical Area proposal against the evaluated price to the Government. As part of the trade-off determination, the relative advantages/disadvantages and risks of each proposal, as well as the extent to which offeror proposals achieve the "Required" technical performance requirements and the "Desired" technical performance requirements, shall be considered in selecting the offer(s) which represent the best overall value to the Government. The Government may award no or less than three (3) contracts where it concludes that no or less than three proposals exist with a reasonable probability of meaningful success.

M.1.1 Determination of Responsibility

Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors or their subcontractors to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

M.2 SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

M.2.1 The evaluation will be conducted on two evaluation Areas (Technical and Price). The Technical Area is significantly more important than the Price Area. The evaluation Areas of Technical and Price are further defined in M.3 below.

M.2.2 Trade-Off Considerations

The Price Area and Technical Area of each proposal will be evaluated. However, the closer the offerors' evaluations are in the Technical Area, the more significant the Area of Price becomes in the selection decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- a. two or more proposals are otherwise considered approximately equal;
- b. an otherwise superior proposal is unaffordable.
- c. the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.2.3 Rejection of Offers:

The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in Price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.3 Evaluation Criteria

The two Evaluations Areas are:

- a. Technical
- b. Price

M.3.1 Technical Area: The Government will evaluate the Technical Area as follows:

M.3.1.1 The Government will assess the proposal risk probability that the offeror's proposed Polyurethane Fire Safety Foam will meet the Required scope of work requirements in C.1.5. The government will consider and evaluate the prior performance results and/or test data of the proposed polyurethane foam.

M.3.1.2 The Government will assess the extent to which and credibility that the offeror's proposed Polyurethane Fire Safety Foam will satisfy the "Desired" scope of work requirements in C.1.6, C.1.10(a) and C.1.10(b). Proposals which reflect proven product performance, based on verifiable performance results, will typically be considered lower risk for achieving proposed performance levels than products which are not supported by proven product results. Proposals that are evaluated as achieving or exceeding any Desired requirement will be grounds for a higher rating. Proposals that are evaluated as approaching, but not achieving, a Desired requirement may be grounds for a higher rating.

M.3.2 Price Area

M.3.2.1 The Government will assess the total evaluated price to the Government to include the reasonableness and realism of proposed prices.

M.3.2.2 Reasonableness is interpreted to mean that the Price, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. This evaluation of reasonableness may also include a comparison to prices proposed by other Offerors. Realism pertains to whether the price accurately reflects the Offerors proposed effort to meet program requirements and objectives

M.3.2.3 The realism analysis will assess the risk of the offeror performing the effort at the proposed price. However, the offered prices shall not be adjusted as a result of the realism analysis. But the results may be used determining offeror Responsibility.

M.3.2.4 The price evaluation will also result in a total evaluated price amount that will be considered in the trade-off evaluation. The total evaluated price amount shall include the sum of the following firm-fixed priced CLINS:

- a. 0001AA

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0916 MOD/AMD 0001	Page 15 of 15
---------------------------	---	----------------------

Name of Offeror or Contractor:

- b. 0001AB
- c. 0001AC
- d. 0001AD

M.3.2.5 Affordability. Offerors should keep in mind that affordability is a major concern to the Government, and the Government reserves the right to not award contracts based on any proposals which are unaffordable irrespective of the evaluated Price/Technical merits of such proposals. The Government's total funding (which includes Government Furnished Material, Government Testing, and transportation expense) available for the Polyurethane Foam effort is \$1.4 Million dollars. The Government will make awards in any combination to appropriately utilize the funding.

*** END OF NARRATIVE M 001 ***