

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

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2. Amendment/Modification No. 0003	3. Effective Date 2012FEB07	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ATB-B JEFFREY YEAGER (586)282-3513 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: N3 EMAIL: JEFFREY.B.YEAGER@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) SCD PAS ADP PT	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-11-R-0109
		9B. Dated (See Item 11) 2011NOV30
	<input type="checkbox"/>	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. 2012MAR15 02:00pm
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

AMENDMENT: 0003

1. PURPOSE: The purpose of Amendment 0003, in accordance with FAR 15.206, "Amending the Solicitation", is:
 - A. This action notifies Offerors/Contractors that Amendment 0002 was cancelled for administrative reasons.
 - B. This action amends Section H.3 "Security Requirements" to establish a deadline (15 February 2012 at 1:00 PM EST) for all Offerors/Contractors who do not already possess it to submit requests for SECRET Facility Clearance."
 - C. This action corrects Section M.2.1.8 to reference Section H.3 rather than H.2.
 - D. This action extends the Solicitation proposal due date to 15 March 2012 at 2:00 PM EST.
 - E. All other contract terms and conditions remain the same and in full force.

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Correction of Deficiencies

H.1.1 Missing or Defective Parts / Components. Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the Fuel Tank Fire Suppression (FTFS) kits conform to the performance and manufacturing requirements specifically delineated in this contract/specification. The Correction of Deficiencies is the same for CONUS and OCONUS. Under this Correction of Deficiencies, the Contractor shall be liable for the correction of all missing or defective parts or components from final acceptance (DD250) of the FTFS kits up to and including installation of the FTFS kit onto an FMTV not to exceed twelve (12) months from DD250, whichever occurs first. The Contractor shall provide replacement or repair parts to all designated repair locations within 15 days, the site will be notified of any delay and the anticipated contractor ship date. All labor to correct part/component deficiencies will be performed by the Government or the Governments Representative. The Contractor shall not be responsible for transportation damage.

H.1.2 Notification. The Contractor shall be notified of any correction claims by an authorized Government official or the Governments Representative via electronic mail at the time of FTFS kit installation. Notification dates initiate the period for the Contractor to perform shipment of parts. The notification shall include, but not necessarily be limited to: applicable FTFS kit serial number, missing or defective part number (s) or NSN, replacement part number(s) or NSN(s) required to complete repairs, circumstances surrounding the missing or defective part(s), point of contact, commercial telephone number, email address, and shipping address.

H.1.3 Contractor Rights and Remedies. The Contractor has the right to inspect parts found to be defective at the fielding location. The Contractor shall be allowed to take possession of failed parts following their replacement upon request. All freight charges for the return of missing or defective parts are the responsibility of the Contractor.

H.2 Facility and Information Security Clearances

H.2.1 Requirement for Facility and Information System Security Clearance (SECRET). The Offeror is notified that there is a classified specification in the FMTV FTFS Purchase Description. Offerors must have a copy of the classified specification, prior to proposal submission, in order to meaningfully respond to the solicitation. In order to receive the classified specification, offerors must possess appropriate Facility and Information System Security Clearances (SECRET). Unless the offeror already possesses the classified specification, the offeror will request access to this document through the PCO. The offeror's request shall include verification of their Facility and Information System Security Clearance (SECRET), industrial facility security clearance (Secret, the name and phone number of the offeror's security officer, and an address) for mailing the classified document.

H.3 SECURITY REQUIREMENT

H.3.1 An active SECRET Facility Clearance is required to perform the tasks associated under this contract. The Defense Security Service (DSS) administers the National Industrial Security Program (<http://www.dss.mil/isp/index.html>) for contractors on behalf of the Department of Defense.

H.3.2 A contractor must be sponsored for a facility clearance by either a government contracting agency (GCA) or another cleared company.

The GCA or cleared company will complete and send a sponsorship letter (http://www.dss.mil/isp/fac_clear/fac_clear_check.html) and Form 2254 to the Defense Security Service's Facility Clearance Division for review. If accepted, the DSS Facility Clearance Division will then contact your regional Industrial Security Field Office (http://www.dss.mil/isp/dss_oper_loc.html) who will then contact your organization and begin processing the request for your organization's facility clearance. Refer to the DSS Facility Clearance Checklist for further information (http://www.dss.mil/isp/fac_clear/fac_clear_check.html).

H.3.3 An interim Facility Clearance (FCL) may be granted to eligible contractors by the DSS. An interim FCL is granted on a temporary basis pending completion of the full investigative requirements. The interim FCL approval process begins when your company's designated senior management official and designated Facility Security Officer (FSO) are cleared at the SECRET level by DSS. Refer to DSS NISPOM manual for further information (<http://www.dss.mil/isp/odaa/nispom06.html>)

H.3.4 All information or data under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO), SECRET or the appropriate Distribution Statement. Information or data that is property of the Government shall be returned to the Government or destroyed, by written permission, at contract expiration (the only exception is when the Government agrees to extend retention rights to the contractor). The contractor shall not release any information or data to third parties without express written approval of the Procuring Contracting Officer. The contractor will have access to Government classified data for the accomplishment of work under this contract for only those employees with a valid SECRET clearance. The contractor shall conform to all security requirements as specified in this contract and as detailed in the Form DD254, reference Section J, Attachment 0001.

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H.3.5 If your company or organization does not have a SECRET Facility Clearance and must apply for one, please note that all requests for a SECRET Facility Clearance, whether sponsored by a Government Contracting Agency or a cleared company, must be submitted in writing no later than 15 February 2012 at 1:00 PM EST to Jeff Yeager, Contract Specialist, at: jeffrey.b.yeager2.civ@mail.mil. All Offerors/Contractors submitting requests for a SECRET Facility Clearance after this specified date and time will not be considered for award (See Section M.2.1.8). If your company or organization already has a SECRET Facility Clearance, you must provide evidence of that with your proposal submission (See Sections L.6.1.5 and M.2.1.8).

H.3.6 The Government will reject proposals from all Offerors/Contractors who fail to obtain the classified specification for the FTFS Solcitation (See Section M.2.1.8).

*** END OF NARRATIVE H0001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 General. The Government plans to award, on a Small Business Set Aside basis, one Firm-Fixed Price contract for Family of Medium Tactical Vehicles (FMTV) Fuel Tank Fire Suppression (FTFS) Kits for Low Signature Armored Cab (LSAC) equipped trucks as a result of this solicitation subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using Source Selection Trade-Off Procedures. The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated price to the Government. As part of the tradeoff determination, the relative strengths and/or weaknesses of each proposal shall be considered in selecting the offer that represents the best overall value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated price or the highest-rated proposal under the Non-Price Factors.

M.1.2 Selection of the successful Offeror shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the Offeror whose proposal, in the Source Selection Authority's (SSA) independent judgment, represents the best value to the Government.

M.1.3 Award Without Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms with respect to the Price and Non-Price Factors. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

M.2 REJECTION OF OFFERS

M.2.1 Offerors shall carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. In accordance with clause FAR 52.215-1 contained in this solicitation, the Government may reject any or all proposals if such action is in the Government's interests. The circumstances that may lead to the rejection of a proposal are:

M.2.1.1 The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

M.2.1.1.1 When a proposal 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 and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.1.2 A proposal fails to provide any of the data and information required in Section L.

M.2.1.1.3 A proposal provides some data but omits significant material data and information required by Section L.

M.2.1.1.4 A proposal merely repeats the contract Statement of Work without elaboration.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements because it is unrealistically high or low in price or is unrealistic in terms of technical or schedule commitments.

M.2.1.3 The proposal contains any unexplained significant inconsistency between the proposed effort and price, which implies the Offeror, has (1) an inherent misunderstanding of the Statement of Work, or (2) an inability to perform the resultant contract.

M.2.1.4 The proposal contains unbalanced pricing. 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 price analysis techniques.

M.2.1.5 The proposal price is unreasonable or unaffordable.

M.2.1.6 The proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.2.1.7 The proposal proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions.

M.2.1.8 The proposal does not include evidence showing that the offeror has obtained a SECRET Facility Clearance at the time of proposal submission (refer to Section H.3).

M.3 EVALUATION AND SOURCE SELECTION PROCESS

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M.3.1 EVALUATION PROCESS

Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in the proposal preparation instructions of this RFP and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 "Rejection of Offers", above.

M.3.2 SOURCE SELECTION AUTHORITY (SSA)

The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)

An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.4 IMPORTANCE OF PRICE FACTOR

All the factors contained in each proposal will be evaluated. However, the closer the Offerors evaluations are in the non-Price Factors, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Factors as stated, Price may be the controlling factor when:

M.3.4.1 Proposals are considered approximately equal in non-Price Factors; or

M.3.4.2 An otherwise superior proposal is unaffordable; or

M.3.4.3 The advantages of a higher rated, higher Price proposal are not considered to be worth the Price premium.

M.3.5 SOURCE SELECTION TRADE-OFF PROCESS

This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price Factors against the evaluated Price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-Price Factors as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Price.

M.3.6 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.3.6.1 The Government will award a contract to the Offeror that:

- a. Represents the best value to the Government, and
- b. Submits a proposal that meets all the material requirements of this solicitation, and
- c. Meets all the responsibility criteria at FAR 9.104.

M.3.6.2 To make sure that you meet the responsibility criteria at FAR 9.104, the Government may:

- a. arrange a visit to your plant and perform a necessary pre-award survey, or
- b. assess the Offerors managerial, financial, technical or production capabilities, and may ask you to provide background information on the same
- c. If you do not provide the Government with the data requested within 7 days from the date you receive the request, or if you refuse a Government visit to your facility, the Government may determine you non-responsible.
- d. If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

M.3.7 DETERMINATION OF RESPONSIBILITY

Per FAR 9.103, contracts will be awarded only to Contractors that the Procuring Contractor Officer (PCO) determines to be responsible as per the 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 RFP's 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 significant subcontractors (significant subcontractors are those subcontractors performing 25% to 50% of the total dollar value of the contract, excluding raw materials and purchased components/subcomponents) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has

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been determined to be not responsible by the PCO.

M.3.8 EVALUATION CRITERIA:

M.3.8.1 The Government will assess each Offeror on three (3) Factors: (1) Technical; (2) Ballistic Past Performance and (3) Price.

M.3.8.2 Technical is the most important factor and is more important than Ballistic Past Performance. Ballistic Past Performance is more important than Price. As required by FAR 15.304(e), the non-Price Factors, when combined, are significantly more important than the Price Factor.

M.4 TRADEOFF PROCESS EVALUATION FACTORS

M.4.1 Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor.

M.4.2 To substantiate that its proposed solution satisfied the testing requirements of C.3.2.2 thru C.3.2.4 (Contamination of Fluid, Solar Radiation, and Rain), the Offeror shall provide in its proposal any relevant UNCLASSIFIED test data. (Refer to Section L.5.3 Test Data). Any proposal received which does not provide evidence of successful test completion will not be evaluated for award.

M.5 Factor 1: Technical (SEE L.3)

M.5.1 The Technical Factor includes: (1) Performance Requirements and (2) Interface and Installation for the 58 Gallon and 78 Gallon Fuel Tanks. For the proposed solution the Offeror's information submitted in response to L.3 will be evaluated to assess the proposal (risks, and a rating level assigned, based on the probability that the Offeror's proposed item will perform in accordance with C.3.2, C.3.4 and C.3.5.

M.6 Factor 2: Ballistic Past Performance (SEE L.4)

M.6.1 The factor assessment of Ballistic Past Performance will be based on the Offerors and significant subcontractors' (significant subcontractors are those subcontractors performing 25% to 50% of the total dollar value of the contract, excluding raw materials and purchased components/subcomponents) current and past record of contract performance on recent and relevant contracts performed within approximately the last five (5) years as it relates to the probability that the offeror will successfully accomplish the requirements of this effort. The Government will assess the risk that the Offeror will successfully meet the requirements in Section C.3.2 and Section E.2.4.2.1 Ballistic Testing requirements based on its, or its significant subcontractors' previous experience designing, testing, and manufacturing of ballistic and fire suppression solutions as evidenced by its responses to section L.

M.7 Factor 3: Price (SEE L.5)

M.7.1 The Price Factor evaluation will consider the total evaluated price to the Government. The assessment of the total evaluated price will include consideration of the reasonableness of the proposed prices. A reasonable price is one that does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.7.2 The total evaluated price shall consist of the sum of the following:

a. Production FTFS Prices (FOB Point DESTINATION):

	<u>Evaluated</u>	<u>Quantity</u>
CLIN 0001AA FTFS 58 Gal Auto Test & Spare(FAT)	2	
CLIN 0001AB FTFS 78 Gal Auto Test & Spare(FAT)	2	
CLIN 0001AC FTFS 58 Gal Ballistic Test(FAT)	2	
CLIN 0001AD FTFS 78 Gal Ballistic Test(FAT)	2	
CLIN 0002AA FTFS 58 Gal Production	2465	
CLIN 0003AA FTFS 78 Gal Production	819	
CLIN 0004AA FTFS FAT Support	1	

b. If Government testing is not required based on the Offeror obtaining a FAT waiver, prior to award, the costs of the following CLINs will be removed from the total evaluated price: CLIN 0004AA - FAT Support; CLIN 0001AC - 58 Gal. FTFS Kits, Ballistic Test; and CLIN 0001AD - 78 Gal. FTFS Kits, Ballistic Test; (and the titles of CLINs 0001AA and 0001AB will be changed from: 58 Gal. FTFS Kits, Auto. Test & Spare and 78 Gal. FTFS Kits, Auto. Test & Spare to: 58 Gal. FTFS Kits, Fitup Kit (Refer to C.3.8)& Spare and 78 Gal. FTFS Kits, Fitup Kit & Spare). The Offeror shall not assume that a First Article Test waiver will be granted and shall include prices for all CLINs in its proposal. If a FAT waiver is granted and award is made without discussions the Government reserves the right to make the above changes to the resulting contract without further negotiation of the prices of any of the CLINs.

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*** END OF NARRATIVE M0001 ***