

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 24

2. Amendment/Modification No. 0005	3. Effective Date 2013FEB27	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND TUYEN HUYNH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: TUYEN.HUYNH@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-12-R-0445
		9B. Dated (See Item 11) 2013JAN25
	<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. 2013MAR25 01:00pm

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

12. Accounting And Appropriation Data (If required)

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

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

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	PIIN/SIIN W56HZV-12-R-0445	MOD/AMD 0005

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
SOLICITATION NUMBER: W56HZV-12-R-0445
AMENDMENT NUMBER: 0005

The purpose of this Amendment 0005 to solicitation W56HZV-12-R-0445 is to incorporate the following changes:

1. Add paragraph (3) to A.9 Differences Between Small Business Participation Factor Submittal and Subcontracting Plan.

Add:

(3) In developing the goals for both the Small Business Subcontracting Plan and Small Business Participation Factor, the offeror shall include all of the Basic CLINs and all of the Option CLINs. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.

2. Revise CLIN 0007 to identify that it is Not Separately Priced (NSP).

3. Revise section reference in ELIN A004 from C.20.3 to C.18.3.

4. Modify clause 52.209-4012 Notice Regarding First Article. The modification of this clause is identified with an asterisk (*) symbol.

Modified clause:

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule. Should there be a lapse in production in excess of one year due to lack of orders from the Government, the Government shall be responsible for additional testing and inspection required in accordance with this clause.*

5. Remove FAR 52.209-4 First Article Approval -- Government Testing (SEP 1989) -- Alternate I (JAN 1997) and Alternate II (SEP 1989).

6. Add FAR 52.209-4 First Article Approval -- Government Testing (SEP 1989) -- Alternate II (SEP 1989).

7. Update CLIN 0004AA reference in Attachment 0024 in Section J of this solicitation.

- a. In Base Contract tab, reference for CLIN 0004AA has been corrected from C.17.3 to C.17.2.
- b. In BEB Options tab, the last quantity range for Option 1 (CLIN 1001AA) has been corrected from 57-96 to 57-75.
- c. In CPK Options tab, the last quantity range for Option 1 (CLIN 1002AA) has been corrected from 57-96 to 57-75.
- d. In CPK Options tab, the evaluated quantity for Option 1 (CLIN 1002AA) has been corrected from 96 to 75.

8. Update the date listed next to Attachment 0024 in Section J of this solicitation from 14-FEB-2013 to 22-FEB-2013.

9. Update SLIN reference in section L.4.3. The update in section L.4.3 is identified with an asterisk (*) symbol.

Update:

* L.4.3 Data Other Than Cost or Pricing Data (non-certified) Part 1 Base: for each SLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006*, and ELIN A024, provide a top-level spreadsheet organized by cost element. The offeror shall provide a basis for establishing the proposed prices of all CLINs, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. The offeror shall provide the basis used for establishing the proposed prices for all CLINs except CDRL CLINs, including:

10. Update section L.6.4.1 Extent of Small Business Participation. The update in section L.6.4.1 is identified with an asterisk (*)

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Name of Offeror or Contractor:

symbol.

Revised section L.6.4.1:

* L.6.4.1 Extent of Small Business Participation. Offerors shall fill in the two tabs listed below. The term "prime contractor" refers to the offeror. The offeror shall include in the dollars for prime contractor participation and subcontractor participation all of the Basic CLINs and all of the Option CLINs. For both the BEB Options and CPK Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.*

(a) (Prime \$ Tab) Prime Contractor Participation Dollars - Offeror must provide the dollars for the portion of work the prime contractor(s) will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

(b) (Sub \$ Tab) Subcontractor Participation Dollars - Offeror must provide the dollars for the portion of work the First Tier Subcontractors will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

Based on inputs to the Small Business Participation Factor Submittal, the offerors extent of small business participation in SB and SDB will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business participation for purposes of this evaluation on the SB Prime List Tab.

11. Update section L.6.4.2.1 Small Business Lists. The updates in section L.6.4.2.1 are identified with an asterisk (*) symbol.

Revised section L.6.4.2.1:

* L.6.4.2.1 Small Business Lists. Offerors shall fill in the two tabs listed below. The information in these two tabs is to provide support for the dollars in the two tabs in L.6.4.1 above. Therefore, the offeror shall include in the dollars for prime contractor participation and subcontractor participation, all of the Basic CLINs and all of the Option CLINs. For both the BEB Options and CPK Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.*

(a) (SB Prime List Tab) Small Business Prime List Offeror must provide pertinent information about the small business prime contractors.

(b) (SB Sub List Tab) Small Business Subcontractor List - Offeror must provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

12. Update section L.6.4.2.2 Consistency Between Small Business Participation Factor Submittal and other Proposal Volumes. The update in section L.6.4.2.2 is identified with an asterisk (*) symbol.

Revised section L.6.4.2.2:

* L.6.4.2.2 Consistency Between Small Business Participation Factor Submittal and other Proposal Volumes. Small Business Participation Factor Submittal content shall be consistent with any small business prime and subcontracting related information cited in the offerors cost/price proposal and elsewhere in the offerors response to the RFP. Offerors should carefully review the following two tabs in Attachment 0026.

(a) (Con Tab) Consistency between the Small Business Participation Factor Submittal (Section L of the RFP) and Small Business Subcontracting Plan (Section I of RFP, FAR 52.219-9 or DFARS 252.219-7004). Offerors who are Other -Than-Small-Business should use this tab to check for consistency between their Small Business Participation Factor Submittal and Small Business Subcontracting Plan. Note that this tab does not constitute the submittal of Small Business Subcontracting Plan goals. The plan and associated goals must be submitted in accordance with the Section I clauses as a stand-alone document within the contract terms and conditions volume. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project subcontracting dollars and percentages in the Subcontracting Plan to ensure consistency between the Small Business Participation Factor Submittal and the Small Business Subcontracting Plan.*

(b) (Roll-up Tab) Participation Roll-Up. All offerors should use this tab to carefully check for accuracy and consistency in their proposals.

13. Add section L.7.7 to the solicitation.

Add:

L.7.7 Offerors must submit documentation demonstrating that the offeror or subcontractor has a Secret Facility Clearance (FCL) in order

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to be considered for award.

14. Update language for section M.1.2. Old section M.1.2 Export Controlled Information is re-numbered to section M.1.2.1. New section M.1.2 is Requirement for SECRET Facility Clearance (FCL).

Revised section M.1.2 and M.1.2.1:

M.1.2 Requirement for SECRET Facility Clearance (FCL). Portions of the information on this program will be classified as SECRET. To be considered for award, offerors or their subcontractor must have a SECRET FCL. All FCL information will be verified through the Defense Security Service for all offerors and their subcontractors, as applicable.

M.1.2.1 Export Controlled Information. This RFP contains Export Controlled Information. It is the responsibility of the offeror, not the Government, to obtain the necessary export licenses to share any such information with the offerors subcontractor(s) or to obtain access to the information themselves.

15. Update section M.2. Add paragraph (j) to section M.2. The update in section M.2 is identified with an asterisk (*) symbol.

Updated section M.2:

Offerors must 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 instructions the offeror does not understand, request clarification from the PCO. In accordance with FAR 52.215-1, contained in this RFP, the Government may reject any or all proposals if such action is in the Governments interest. Examples of reasons why an offer may be rejected include, but are not limited to, an offer which:

(a) Offers to merely perform work according to the RFP terms or failure to present more than a statement indicating capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; or

(b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unreasonably 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 the Price proposal, which implies that the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

(d) Is unbalanced as to Price. An unbalanced offer is one, which is based on pricing significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each option; or

(e) Fails to meaningfully respond to the RFPs General Proposal Instructions specified in Section L of this RFP, including failing to meaningful respond to the TIQ; or

(f) Offers a product or service that does not meet all stated requirements of the RFP; or

(g) Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or

(h) Is unaffordable; or

(i) Fails to obtain, prior to proposal submission, the Government provided export controlled information referenced in ATPD 2393; or

(j) Fails to submit proof that the prime, or a subcontractor, has a Secret FCL from the Defense Security Service.*

16. Update section M.11.1. The update in section M.11.1 is identified with an asterisk (*) symbol.

Revised section M.11.1:

* M.11.1 The Government will evaluate the offerors proposed extent of Small Business Participation in the performance of the contract for U.S. small businesses (SBs) and small disadvantaged businesses (SDBs). The offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. For purposes of this Small Business Participation Factor, the term Total Contract Amount shall include the proposed dollars for prime contractor participation and subcontractor participation for all of the Basic CLINs and all of the Option CLINs. This includes, for both the Bridge Erection Boat Options and Crew Protection Kit Options, the weighted averages prescribed in the pricing spreadsheet (Attachment 24, BEB Options and CPK Options tabs) that the offeror shall use to project dollars for both prime and subcontractor participation.* If the offeror is itself a U.S. small business concern under the North American Industry Classification Systems (NAICS) code applicable to this RFP (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

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17. Extend the closing date of solicitation W56HZV-12-R-0445 from 11-MAR-2013 to 25-MAR-2013.

18. All other terms and conditions of solicitation W56HZV-12-R-0445 remains unchanged.

*** END OF NARRATIVE A0006 ***

EXECUTIVE SUMMARY

Bridge Erection Boat (BEB)
Production & Deployment Phase
REQUEST FOR PROPOSAL #W56HZV-12-R-0445

Additional BEB information is contained at the BEB webpage at <http://contracting.tacom.army.mil/majorsys/BEB/BEB.htm>.

A.1 INTRODUCTION

Request for Proposal (RFP) W56HZV-12-R-0445 is hereby issued by the US Army Contracting Command (ACC), Warren, for the Production and Deployment (herein referred to as Production) phase of the Bridge Erection Boat (BEB) program.

The BEBs primary mission is to support tactical float bridge and rafting operations while operating on Jet Propellant (JP)-8 fuel. The BEB must be rapidly deployed from its transporter launch/retrieval platform, and maneuver float rafts or bridges. The BEB must also support diving operations, transport personnel, and act as a water safety vessel.

A.2 BRIDGE ERECTION BOAT ACQUISITION STRATEGY

The Government intends to award one firm-fixed price production contract based on full and open competition. The Production Phase strategy will follow normal acquisition policies and processes.

During the source selection for the Production Phase contract, any offeror proposing BEB solutions reflecting untested and/or unvalidated designs, or only partially tested design, will be evaluated at higher risk.

A.3 PRODUCTION AWARD AND POTENTIAL CRITERIA

The Government intends to award one firm-fixed price contract for hardware, test support and logistics demonstration with options for production units and services. The contract will include a separately priced firm fixed option CLIN for purchase of Technical Data Package (TDP) with appropriate data rights to allow for possible future competition for production as well as spares.

A.3.1 Threshold and Objective Requirements

The Purchase Description contains technical requirements that have both threshold (required) and objective (desired) performance levels. Offerors MUST meet all THRESHOLD performance levels identified in the Army Technical Purchase Description (ATPD) 2393 (Attachment 0001). Offerors may propose to meet any OBJECTIVE performance levels indicated in the ATPD. However, evaluation credit will only be given as outlined in Section M.

A.3.2 Government Tests During Contract Performance

The Government will be conducting First Article Test (FAT) of the BEB, which encompasses Production Qualification Test (PQT) and Limited User Testing (LUT). For the purpose of this contract, PQT and LUT will be used throughout the statement of work. The First Article Test clauses are included and will apply.

During PQT, the Government will conduct testing using JP-8 to include reliability testing, conventional and longitudinal rafting, environmental testing, interoperability and simulation operations. See Section 4 of the Purchase Description for additional details on PQT.

A.4 PROPOSAL SUBMISSION AND OTHER REQUIREMENTS

Section L of the RFP describes the proposal requirements. Proposals will be evaluated in accordance with Section M. The Government will conduct a best value evaluation of technical, price, data rights, and small business participation factors.

Unless otherwise specified, the revisions of the military standards (MIL-STD) called out in the RFP are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and in effect on the date the RFP is issued.

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Name of Offeror or Contractor:

A.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award(s) made subsequent to RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where it may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in the BEB program or related programs.

A.6 ALTERNATE PROPOSALS

An offeror may submit up to two proposals for the Production Phase each with a different approach to meeting the requirements. Each proposal must stand alone and be comprehensive.

A.7 EPA COMPLIANCE

At a minimum, BEB engines are required to be compliant with Tier II US Environmental Protection Agency (EPA) marine diesel engine emission standards. New, more stringent Tier III emission standards will be implemented for most marine diesel engines before the end of 2014. Therefore, it is anticipated that Tier III standards will apply to the BEB during production.

A.8 CONTROLLED UNCLASSIFIED INFORMATION (CUI)

A.8.1 SECRET Facility Clearance

The Prime Contractor or their armor subcontractor is required to have a SECRET Facility Clearance to be eligible for award. The contractor shall comply with the security requirements imparted by the DD Form 254 (Attachment 0002), NIST Special Publication 800-53 and DODI 8500.2, the National Industrial Security Program Operating Manual (NISPOM) and AR 25-2.
http://www.dss.mil/isp/fac_clear/download_nispom.html.

A.8.2 Purchase Description Annex

There is an annex to the Purchase Description that is For Official Use Only (FOUO). This annex will not be available on ProcNet ACC-Warren, but will be available upon request. Please see the BEB webpage at <http://contracting.tacom.army.mil/majorsys/BEB/BEB.htm> for information in obtaining the annex.

The BEB is subject to International Traffic in Arms Regulations (ITAR) export controls and information shall be handled accordingly. CUI will be made available through an access request via the FedBizOpps (FBO) website at <https://www.fbo.gov/>. Offerors will need to be certified under the United States/Canada Joint Certification Program (JCP) at <http://www.logisticsinformationservice.dla.mil/jcp/> in order to be granted access. The Government may reject a proposal if the offeror fails to obtain, prior to proposal submission, the Government-provided export controlled information referenced in ATPD 2393.

A.9 DIFFERENCES BETWEEN SMALL BUSINESS PARTICIPATION FACTOR SUBMITTAL AND SUBCONTRACTING PLAN

There are important differences between the Small Business Participation Factor Submittal and the Small Business Subcontracting Plan as follows:

(1) The Small Business Participation Factor Submittal:

- (a) is developed and submitted in accordance with Section L.
- (b) is evaluated in accordance with Section M.
- (c) has goals that are expressed as a percentage of Total Contract Value.
- (d) is required of all offerors, including small businesses.

(2) The Small Business Subcontracting Plan:

- (a) is developed and submitted in accordance with FAR 52.219-9 Small Business Subcontracting Plan and its ALT II incorporated by reference in Section I, and TACOM Clause 52.219-4005 in Section L.
- (b) is evaluated in accordance with the FAR, DFARS, and AFARS.
- (c) has goals that are expressed as a percentage of Total Subcontracting Amount.
- (d) is not required of small businesses.

(3) In developing the goals for both the Small Business Subcontracting Plan and Small Business Participation Factor, the offeror shall include all of the Basic CLINs and all of the Option CLINs. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.

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Name of Offeror or Contractor:

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0006	<u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u>				
A004	<p><u>PROJECT SCHEDULE</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.4.3 & C.18.3</p> <p>Reference sections C.4.3, C.18.3 and CDRL A004 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ _____	\$ _____ ** NSP **
0007	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>(End of narrative A001)</p> <p>Contractor shall annually submit data for itself and its subcontractors in accordance with TACOM Clause 52.237-4000 as referenced in Section C.</p> <p>Unit Identification Code (UIC): W6DWAA</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule. Should there be a lapse in production due to lack of orders from the Government, the Government shall be responsible for additional testing and inspection required in accordance with this clause.*

[End of Clause]

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 DELETED	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
I-2 CHANGED	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 11 unit(s) of Lot/Item 0001AA within 360 calendar days from the date of this contract to the Government at APG for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 450 calendar days after the Government receives the first article, 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 submit an additional first article for testing. After each request, 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 furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. 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 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, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, 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) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) 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.

(End of Clause)

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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 0024	PRICING SPREADSHEET	22-FEB-2013	001	ELECTRONIC IMAGE

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL PROPOSAL INSTRUCTIONS

L.1.1 The proposal shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the factors and sub-factors to be evaluated and their relative order of importance. The offerors proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offerors responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful evaluation. The Government does not assume the duty to cure problems found in the proposals or search for data omitted from the proposals.

L.1.2 The offerors proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the offeror shall cross-reference the response within each section of the proposal to the pertinent evaluation criteria in Section M. The proposal shall include all information specified and address all requirements outlined in Section L. The offerors proposal shall consist of the following volumes:

- (a) Volume One: Technical Acceptability
- (b) Volume Two: Technical
- (c) Volume Three: Price
- (d) Volume Four: Data Rights
- (e) Volume Five: Small Business Participation
- (f) Volume Six: Contract Terms and Conditions

L.1.3 CD-ROMs/DVDs. Each volume listed above shall be submitted on separate CD-ROMs or DVDs. Two identical sets of CD-ROMs or DVDs shall be submitted; one set of media shall be labeled as the primary copy and signed by a representative of your company authorized to submit proposals. In the case of discrepancies between the sets of media, the primary copy will take precedence. CD-ROMs/DVDs shall be labeled so that it is easily identifiable for evaluation purposes (example: Volume One, Technical Acceptability, Set 2, CD-ROM 1 of 3). Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by subfactor as set forth in Section L. List all attachments and substantiating data in the table of contents under the specific subfactor that it supports. The table of contents shall include the following information for each subfactor, attachment and/or substantiated data listed:

Cross-reference to related Section L paragraph number
Page number
CD-ROM or DVD Volume and number
File name

L.1.4 Acceptable Formats. All electronic information provided in response to the RFP must be provided in Microsoft Office, Adobe Acrobat pdf, Pro/E native, ISO 10303 STEP standards, AutoCAD native (dwg/dxf) format, General Hydrostatics (GHS) or NavCAD program files.

L.1.5 Proposal Submission Address. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army Contracting Command Warren
Attn: BEB Proposal
Bid Lobby
6501 East 11 Mile Road
Warren, MI 48397-5000
RFP W56HZV-12-R-0445
Proposal Due Date: 1:00 PM, Warren, MI Local Time, [11 MARCH 2013]
TO BE DELIVERED UNOPENED
(Offerors name)

L.1.6 Offerors may submit one (1) alternate proposal with a differing approach to meeting the requirements. An offeror is defined as an entity competing independently that does not share a common parent, does not have a parent/subsidiary relationship with any other offeror, and is not affiliated with any other offeror (as defined in Federal Acquisition Regulation (FAR) 19.101). The Government will separately evaluate each alternate proposal received. Therefore, each alternate proposal submitted must be complete, comprehensive, stand-alone and fully responsive to the information requested in the RFP. Alternate proposals must be clearly identified and submitted separately with their own set of CD-ROMs or DVDs. A separate CD-ROM or DVD which contains an index delineating the specific differences

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between the two proposals in each volume shall be provided with each proposal.

L.1.7 If proposal information applies to more than one factor or subfactor, do not provide the information twice: provide it for the first applicable factor or subfactor and reference it in other factors or subfactors, as applicable.

L.1.8 These instructions are provided to advise offerors of the information required by the Government to make a thorough assessment of the offerors proposal. Since this information constitutes the basis of the Governments review, it is imperative the offeror presents its proposal in a clear and complete manner.

L.1.9 Offerors that submit proposals in response to this RFP must establish an account with ASSIST through Interactive Business Opportunities Page (IBOP) at <https://abop.army.mil> in order to receive such evaluation notices as may be issued by the Government after its receipt of proposals. Offerors must also identify two individuals to serve as the offerors agents for purposes of receiving and responding to evaluation notices issued by the Government through the ASSIST system. The names, company titles, telephone numbers, facsimile numbers and email addresses for the offerors two agents shall be included in the offerors proposal.

L.2 VOLUME ONE TECHNICAL ACCEPTABILITY

* L.2.1 Offerors shall complete and submit the Technical Information Questionnaire (TIQ), Attachment 0023, for their proposed BEB. Offerors shall provide ALL information requested in the TIQ. Information provided in the TIQ may also be used as supporting information for the Phase II Technical Evaluation. Structural design and intact stability calculations as invoked in ATPD 2393 must be reviewed under Directive 94/25/EC for Recreational Craft. A Notified Body is not required.* Failure to provide all of the information required by the TIQ may render the proposal ineligible for award. In addition to completing the TIQ, offerors shall submit supporting data validating information provided in the TIQ.

L.3 VOLUME TWO - TECHNICAL

L.3.1 The Technical factor consists of three subfactors: Reliability, Conventional Rafting Speed, and Forward Top Speed. All predictions and calculations shall account for full load as defined in section 6.3.2 of ATPD 2393, unless otherwise noted.

L.3.1.1 Substantiating Information

Offerors must provide substantiating information for the technical factor. Test data which establishes conformance of the offered configuration to required and up to the objective (where applicable) performance levels, represents the most credible form of substantiating information. Government test data may be preferred over independent test data and any test data is preferred over no test data. Independent test data witnessed and signed by a licensed professional engineer may be evaluated as lower risk than independent test data not signed by a professional engineer. Where the offeror submits test data as substantiating information, the offeror shall further discuss the extent to which the proposed configuration varies from the tested configuration. To the extent variances exist, the offeror shall discuss the impact such variances have on the credibility of the test data. The Government reserves the right to obtain, and consider in the evaluation, other available Government test data on proposed systems, subsystems, and components.

L.3.2 Subfactor 1 Reliability

The offeror shall provide information demonstrating that the proposed BEB will meet the reliability requirements of section 3.3.11 of ATPD 2393. The offeror shall provide the Mean Time Between Hardware System Abort (MTBHSA) and the Mean Time Between Hardware Essential Function Failures (MTBEFF) predictions and analyses in accordance with the BEB Failure Definition and Scoring Criteria (FDSC) as well as substantiating information to support the predictions. The predictions and analysis shall take into account operating on JP-8 fuel and operating in the environmental extremes required by sections 3.1.2 and 3.3.8 ATPD 2393.

Analysis of test data shall include:

- (a) The number of hours tested
- (b) A listing of all failures
- (c) Scoring of the failures in accordance with the BEB FDSC
- (d) Assessment of the failures
- (e) Resulting MTBHSA and MTBEFF predictions

Analyses of the BEB, subsystems, and/or components which do not include test data shall be clear in the rationale for the prediction and shall provide sufficient information to support the prediction.

L.3.3 Subfactor 2 Conventional Rafting Speed

L.3.3.1 If the offeror proposes a Conventional Rafting Speed above threshold, up to the objective, identify the proposed level of performance.

L.3.3.2 The offeror shall provide information demonstrating that the proposed BEB meets the IRB conventional rafting speed requirement

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of section 3.3.4 of ATPD 2393 (conventional rafting speed only), including up to the objective, if proposed.

The offeror shall provide the following information:

- (a) Proposed IRB conventional rafting speed.
- (b) Calculations, simulations, test results, and/or studies to support offerors claimed performance.
- (c) A description of the propulsion system including:
 - 1. Water jet manufacturer
 - 2. Water jet name or model number
 - 3. Water jet impeller
 - 4. Water jet nozzle
 - 5. Water jet nozzle diameter selected
 - 6. Water jet thrust curves
 - 7. Water jet torque curves
 - 8. Water jet cavitation limit curves
 - 9. Water jet cavitation criteria
 - 10. Water jet inlet arrangement/configuration
 - 11. Transmission gear ratio
 - 12. Transmission losses
 - 13. Engine horsepower curve corrected for ambient conditions and JP-8

L.3.3.3 Based on the above, and the data/information supplied in accordance with L.3.1.1 "Substantiating Information", provide an analysis supporting achievement of the proposed level of performance.

L.3.4 Subfactor 3 Forward Top Speed

L.3.4.1 If the offeror proposes a Forward Top Speed above threshold, up to the objective, identify the proposed level of performance.

L.3.4.2 The offeror shall provide analysis and/or test results demonstrating that the proposed BEB will meet the requirements of section 3.3.9 of ATPD 2393 (forward steady state speed only), including up to the objective, if proposed. In addition to the propulsion system information provided for Subfactor 2: Conventional Rafting Speed, the offeror shall provide:

- (a) Proposed forward top speed.
- (b) Calculations, simulations, test results, and/or studies to support offerors claimed performance.
- (c) Resistance predictions
- (d) All inputs and outputs of resistance prediction calculations
- (e) A copy of the source document of the resistance prediction calculation method used
- (f) Appendage drag calculations
- (g) Air drag calculations
- (h) Trim control device information, if applicable

L.3.4.3 Based on the above, and the data/information supplied in accordance with L.3.1.1 "Substantiating Information", provide an analysis supporting achievement of the proposed level of performance.

L.4 VOLUME THREE PRICE

The Price Volume includes submission of all proposed prices in Attachment 0024, in accordance with the instructions in the attachment. By entering proposed per-unit prices there, the total proposed price is automatically calculated by the Excel formulas in the attachment. The spreadsheet will round all proposed unit prices to the nearest penny (\$0.01). With the proposal, the offeror shall include the completed electronic version of Attachment 0024 in Microsoft Excel, with all the original formulas still embedded in the file. The offeror shall complete each unit price for range cell in Attachment 0024 for the BEB and CPK option CLINs. The offeror may enter the same unit price for all ranges for each CLIN if range pricing is not proposed. Do not input any proposed prices into Section B of the RFP.

L.4.1 The Price Volume shall include data to support the reasonableness of the proposed amounts. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

L.4.2 Proposal Structure. The instructions that follow are not intended to be all-inclusive. Offerors may submit any other information they consider to be helpful in the evaluation of the price proposal.

L.4.2.1 Electronic Submission. All offeror spreadsheets must be in Microsoft Excel compatible format and include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added Tabs to Attachment 0024. Supporting narrative shall be provided in Microsoft Word format (but not Word version 2.0).

* L.4.3 Data Other Than Cost or Pricing Data (non-certified) Part 1 Base: for each SLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006*,

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and ELIN A024, provide a top-level spreadsheet organized by cost element. The offeror shall provide a basis for establishing the proposed prices of all CLINs, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. The offeror shall provide the basis used for establishing the proposed prices for all CLINs except CDRL CLINs, including:

L.4.3.1 The build-up of the unit prices by cost element (e.g. Labor, Material, Travel, Other Direct Costs (ODCs), Indirect Costs, Profit) for the base contract.

L.4.3.1.1 Material Cost. Offeror will provide the total direct material cost per unit and a break-out list of costs for raw materials and purchased items over \$500.00 per boat for test units, production units, and Technical Data Manuals. For example, this may include priced bills of material, engineering estimates, and historical information.

L.4.3.1.2 Material Overhead (OH) (if applicable). Offeror shall identify their material OH rate. Include formulas showing calculation of material OH.

L.4.3.1.3 Direct Labor. Total direct labor hours and dollar value, per unit. Include formulas showing calculation of labor dollars from hours and direct labor rate(s).

L.4.3.1.4 Direct Labor Overhead. Offeror shall identify their direct labor OH rate(s). Include formulas showing calculation of direct labor OH.

L.4.3.1.5 Other Direct Costs (ODCs). Provide total ODCs by unit and extended cost. Break down the proposed ODC by description and dollar amount.

L.4.3.1.6 Travel. Offeror is required to provide proposed travel costs (e.g., number of travelers, duration, airfare, lodging, per diem) and a basis for projected costs; as well as the Section C reference for each trip.

L.4.3.1.7 G&A. Offeror shall identify the G&A rate and include formulas calculating amounts.

L.4.3.1.8 Profit. Offeror shall state the profit rate and dollar amount per unit.

L.4.3.1.9 Cost of Money (COM). COM is an imputed cost determined by applying a COM rate to capital employed in contract performance. Capital employed is determined without regard to whether its source is equity or borrowed capital. The resulting COM is not a form of interest on borrowing (see FAR Part 31.205-20). Cost Accounting Standard (CAS) 414, COM as an Element of the Cost of Facilities Capital, establishes criteria for measuring and allocating, as an element of contract cost, the cost of capital committed to facilities. COM factors are developed on Form CASB-CMF, broken down by overhead pool at the business unit, using (A) business unit facilities capital data, (B) overhead allocation base data, and (C) the COM rate, which is based on interest rates specified by the Secretary of the Treasury under 50 U.S.C.App. 1215(b)(2).

L.4.4 Data Other Than Cost or Pricing Data (non-certified) Part 2 Options:

L.4.4.1 For SLINs 1001AA, 1002AA, 1003AA, 1004AA, 1005AA, 1006AA, 2003AA, 2004AA, and ELIN A025, provide a top-level spreadsheet organized by cost element. The offeror shall provide a basis for establishing the proposed prices of all of the SLINs above, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. Only provide data for the lowest quantity range, where applicable. The offeror shall provide the basis used for establishing the proposed prices for the above SLINs to include the detail required by L.4.3.1.1 through L.4.3.1.9 above.

L.4.4.2 Address significant factors accounting for price difference for other contract years. Any escalation proposed throughout the contract performance shall be identified in a narrative and explained. Identify assumptions made in determining the basis for escalation rates.

L.4.5 Major Subcontractor (>\$5,000,000 for the entire contract). Provide same data as for the Prime Offeror (excludes commercial or competitive items) as found in L.4.3 and L.4.4. If the Major Subcontractor declines to provide complete cost proposals to the offeror or higher-tier subcontractor, then those subcontract proposals may be submitted by the subcontractor directly to the PCO using the same submission instructions noted in L.1. Such submissions must arrive at or prior to the due date for proposals as noted on the front page of this RFP.

L.4.6 Interdivisional Transfers (if applicable). Provide same data as for the Prime Offeror (excludes commercial or competitive transfers).

L.4.7 Rates: Provide a list of direct and indirect rates, by category and by year, used in the development of the proposal as applicable. Include if applicable:

(a) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);

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(b) A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used;

(c) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement;

(d) State whether or not the business volume that would be generated if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package;

(e) The ending month of the offerors fiscal year; and,

(f) For each of the rate categories provide both the prior and current fiscal years Incurred Cost rates. Indicate if the prior year rates have been audited. For the current years Incurred Cost rates provide the month ending for those rates.

L.4.8. Provide a narrative explaining the basis for the estimated direct costs and rates. Specifically identify any escalation factors used.

L.4.9. The offeror and each Major Subcontractor shall provide the address, email, and telephone number of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office and Defense Contract Management Agency (DCMA) office.

L.4.10 Exchange Rate Information. All price information shall be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the offeror shall:

L.4.10.1 State the exchange rate(s) being used to convert any currency to U.S. dollars and how the exchange rate was developed.

L.4.10.2 Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.4.11 The Government reserves the right to request additional or more detailed price breakdown data to support its price evaluation.

L.5 VOLUME FOUR DATA RIGHTS

It is the Governments objective to acquire rights in technical data (see DFARS 227.7102-1) for the BEB and/or the subsystems identified in Attachment 0025 to permit the Government to use, modify, reproduce, release, perform, display, or disclose technical data to support future full and open competitive acquisitions of BEB and/or the subsystems identified in Attachment 0025. For purposes of competing future requirements, the Government desires a minimum of Government Purpose Rights. In addition to the assertion of restrictions required to be provided in response to DFARS provision 252.227-7017, the offeror shall identify those rights in technical data greater than the rights to which the Government is already entitled under applicable law, regulation, or contract for the BEB and the subsystems identified in Attachment 0025. The offeror shall include the price on an itemized basis in the Data Rights tab of Attachment 0024 for each item identified in Attachment 0025. Also, the offeror shall explain in a written narrative how its proposal achieves the Governments objective. If model contracts are issued prior to award, the model contract will reflect those greater rights that may be exercised by the terms of the Government Format TDP option.

L.6 VOLUME FIVE - SMALL BUSINESS PARTICIPATION

L.6.1 Small Business Participation Factor Volume. The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.6.2 Application. The following Small Business Participation proposal submission instructions apply to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

L.6.3 Definitions. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System (NAICS) code assigned to this requirement. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

L.6.4 Small Business Participation Factor Submittal. All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are required to complete Attachment 0026, Small Business Participation Plan Factor Submittal. The Attachment contains detailed instructions for filling out each tab in the file, including instructions for offerors proposing as joint ventures or members of teaming agreements. Offerors must fill out the Attachment 0026 with goals for this RFP specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting Plans in accordance with Section I of the RFP. Attachment 0026 must be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the RFP. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

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* L.6.4.1 Extent of Small Business Participation. Offerors shall fill in the two tabs listed below. The term "prime contractor" refers to the offeror. The offeror shall include in the dollars for prime contractor participation and subcontractor participation all of the Basic CLINs and all of the Option CLINs. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.*

(a) (Prime \$ Tab) Prime Contractor Participation Dollars - Offeror must provide the dollars for the portion of work the prime contractor(s) will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

(b) (Sub \$ Tab) Subcontractor Participation Dollars - Offeror must provide the dollars for the portion of work the First Tier Subcontractors will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

Based on inputs to the Small Business Participation Factor Submittal, the offerors extent of small business participation in SB and SDB will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business participation for purposes of this evaluation on the SB Prime List Tab.

L.6.4.2 Support for Proposed Goals.

* L.6.4.2.1 Small Business Lists. Offerors shall fill in the two tabs listed below. The information in these two tabs is to provide support for the dollars in the two tabs in L.6.4.1 above. Therefore, the offeror shall include in the dollars for prime contractor participation and subcontractor participation, all of the Basic CLINs and all of the Option CLINs. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project dollars for both prime and subcontractor participation.*

(a) (SB Prime List Tab) Small Business Prime List Offeror must provide pertinent information about the small business prime contractors.

(b) (SB Sub List Tab) Small Business Subcontractor List - Offeror must provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

* L.6.4.2.2 Consistency Between Small Business Participation Factor Submittal and other Proposal Volumes. Small Business Participation Factor Submittal content shall be consistent with any small business prime and subcontracting related information cited in the offerors cost/price proposal and elsewhere in the offerors response to the RFP. Offerors should carefully review the following two tabs in Attachment 0026.

(a) (Con Tab) Consistency between the Small Business Participation Factor Submittal (Section L of the RFP) and Small Business Subcontracting Plan (Section I of RFP, FAR 52.219-9 or DFARS 252.219-7004). Offerors who are Other -Than-Small-Business should use this tab to check for consistency between their Small Business Participation Factor Submittal and Small Business Subcontracting Plan. Note that this tab does not constitute the submittal of Small Business Subcontracting Plan goals. The plan and associated goals must be submitted in accordance with the Section I clauses as a stand-alone document within the contract terms and conditions volume. For both the Bridge Erection Boat Options and Crew Protection Kit Options, the offeror shall use the weighted average prescribed in the pricing spreadsheet (Attachment 0024, BEB Options and CPK Options tabs) to project subcontracting dollars and percentages in the Subcontracting Plan to ensure consistency between the Small Business Participation Factor Submittal and the Small Business Subcontracting Plan.*

(b) (Roll-up Tab) Participation Roll-Up. All offerors should use this tab to carefully check for accuracy and consistency in their proposals.

L.6.4.2.3 Narrative. In addition to the Attachment, if the offeror is a joint venture or team, the offeror shall submit a very brief introductory narrative that explains the arrangement, including type of joint venture or teaming agreement. If an offeror has any other need to clarify or explain anything in the Small Business Participation Factor Submittal, the information may be included in this narrative.

L.7 VOLUME SIX CONTRACT TERMS AND CONDITIONS

In this volume, the offeror shall provide:

L.7.1 One signed copy of the Standard Form 33 (SF33) cover page signed by a person authorized to sign proposals on behalf of the offeror; and a copy of all completed fill-ins for Sections A and C through K, including all signed copies of Amendments to the RFP. ORCA certifications need not be separately submitted.

L.7.2 An affirmative statement specifying agreement with all requirements, terms, conditions and provisions included in the RFP or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully

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explained.

L.7.3 Submit an acceptable small business subcontracting plan if the offeror is other than a U.S. small business as defined by the NAICS code 336612 and in accordance with Department of Defense FAR Supplement (DFARS) 252.219-7003 and provide this plan as part of the proposal submission.

L.7.4 Identify and assert any and all restrictions on the Governments use, release or disclosure of technical data and computer software rights, in accordance with the applicable DFARS clauses contained in the RFP. Applicable accounting records supporting these asserted restrictions shall be made available upon request.

L.7.5 Joint Certification Program (JCP) numbers for the offeror and subcontractor(s) that will be involved in the review of limited distribution documents.

L.7.6 Offerors must submit a list of any export licenses, Technical Assistance Agreement (TAA), manufacturing license agreements, or any other licenses or documents that authorized the international transfer of goods or technical information that will be used in the performance of the contract.

L.7.7 Offerors must submit documentation demonstrating that the offeror or subcontractor has a Secret Facility Clearance (FCL) in order to be considered for award.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST

L.8.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in BEB or related programs.

L.8.2 Offerors should disclose any potential OCI situations to the PCO as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The PCO will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

M.1.1 The Government intends to award one Firm-Fixed Price (FFP) contract for hardware, test support and demonstration with options for production units and services. The evaluation will consist of two phases: Phase I is Technical Acceptability and Phase II will consist of a Best Value Tradeoff.

M.1.1.1 Phase I is a determination of the Technical Acceptability of the offerors response to the Technical Information Questionnaire (TIQ) (Attachment 0023).

M.1.1.2 Phase II Evaluation: Best Value Tradeoff. Phase II of the evaluation is a best value process utilizing tradeoff procedures to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the Government will weigh the merits of the evaluated proposals (other than price) against their evaluated price. The Government will consider the risks and the relative strengths and weakness of each proposal in determining which proposal offers the best value.

M.1.1.3 An award will be made to the offeror whose proposal is technically acceptable and per the Source Selection Authority's decision, represents the best value to the Government as described below. Phase II consists of four evaluation factors: 1) Technical, 2) Price, 3) Data Rights and 4) Small Business Participation. The relative order of importance of these factors (and subfactors where applicable) are described below.

M.1.2 Requirement for SECRET Facility Clearance (FCL). Portions of the information on this program will be classified as SECRET. To be considered for award, offerors or their subcontractor must have a SECRET FCL. All FCL information will be verified through the Defense Security Service for all offerors and their subcontractors, as applicable.

M.1.2.1 Export Controlled Information. This RFP contains Export Controlled Information. It is the responsibility of the offeror, not the Government, to obtain the necessary export licenses to share any such information with the offerors subcontractor(s) or to obtain access to the information themselves.

* M.2 REJECTION OF OFFERS

Offerors must 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 instructions the offeror does not understand, request clarification from the PCO. In accordance with FAR 52.215-1, contained in this RFP, the Government may reject any or all proposals if such action is in the Governments interest. Examples of reasons why an offer may be rejected include, but are not limited to, an offer which:

(a) Offers to merely perform work according to the RFP terms or failure to present more than a statement indicating capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; or

(b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unreasonably 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 the Price proposal, which implies that the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

(d) Is unbalanced as to Price. An unbalanced offer is one, which is based on pricing significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each option; or

(e) Fails to meaningfully respond to the RFPs General Proposal Instructions specified in Section L of this RFP, including failing to meaningful respond to the TIQ; or

(f) Offers a product or service that does not meet all stated requirements of the RFP; or

(g) Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or

(h) Is unaffordable; or

(i) Fails to obtain, prior to proposal submission, the Government provided export controlled information referenced in ATPD 2393; or

(j) Fails to submit proof that the prime, or a subcontractor, has a Secret FCL from the Defense Security Service.*

M.3 EVALUATION AND SOURCE SELECTION PROCESS

Name of Offeror or Contractor:**M.3.1 Evaluation Process**

Selection of the successful offeror will 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 RFP 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 and applicable subfactor.

M.3.2 Phase I of the proposal evaluation will be an acceptable/unacceptable evaluation of the offerors response to the TIQ. In order to proceed to Phase II and be considered for award, the offeror's proposal must be rated Acceptable. Offerors found to be unacceptable at the conclusion of Phase I, will not be considered for award. To be rated acceptable, every individual requirement specified in sections B through D of the TIQ must be assessed as acceptable. Offerors proposals rated unacceptable under any individual TIQ identified requirement, regardless of an acceptable rating for other TIQ evaluated requirements, will result in a rating of unacceptable and will no longer be considered for award. The determination of acceptable and unacceptable for each requirement specified in the TIQ will be based on the following definitions.

M.3.2.1 Acceptable. Proposal clearly meets the minimum requirements of the RFP.

M.3.2.2 Unacceptable. Proposal does not clearly meet the minimum requirements of the RFP.

M.3.2.3 Extra credit will not be awarded for exceeding the TIQ evaluated minimum threshold technical requirements.

M.3.2.4 In accordance with M.3.6 the Government intends to award without discussions. If the PCO determines discussions are necessary, any revisions made to its proposed BEB by the offeror during discussions shall meet the Phase I requirements. If an offeror is found to not meet the Phase I requirements, the offeror will not be considered for award (See M.6.1).

M.3.3 Phase II Source Selection Tradeoff Process

This RFP represents a Best Value acquisition using a Source Selection Tradeoff process. As such, the Source Selection Authority (SSA), in making the final Source Selection Tradeoff decision, 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 offeror 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.3.4 Source Selection Authority (SSA)

The SSA is the official designated to direct the source selection process and select the offeror for contract award. A Source Selection Advisory Council (SSAC) will advise the SSA prior to the selection decision.

M.3.5 Source Selection Evaluation Board (SSEB)

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

M.3.6 Award without Discussions

In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the PCO later determines them to be necessary. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3.6.1 Forum and Timing of Exchanges

If the PCO determines that clarifications or discussions are required and if the offeror is in the Competitive Range, the Government intends to issue those communications or evaluation notices (ENS) through the Armys Acquisition Source Selection Interactive Support Tool (ASSIST). If the offeror does not understand a Government Discussion issue, contact the PCO to obtain clarification; clarifications may be conducted via telephone conference with the evaluation team. The PCO will notify all offerors when discussions will be closed and provide each offeror remaining in the Competitive Range the opportunity to submit a Final Proposal Revision.

M.4 RESERVED**M.5 DETERMINATION OF RESPONSIBILITY**

Name of Offeror or Contractor:

Per FAR 9.103, contracts will be placed only with contractors that the PCO determines to be responsible. 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. In addition, the Government may assess the offerors financial and management capabilities to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each offerors responsibility. No award can be made to an offeror who has been determined to be not responsible by the PCO. To ensure that offerors meet the responsibility criteria in FAR 9.104, the Government may:

- (a) Arrange a visit to the offerors plant and perform a necessary Pre-Award Survey, or
- (b) Ask the offeror to provide technical, production, quality and/or financial information.

If the offeror does not provide the requested information within seven days from the date the offeror received the Governments request, or if the offeror refuses to permit the Government to visit their facility, the offeror may be determined to be non-responsible. If the Government visits the offerors facility, the offeror shall have current information relevant to the offerors proposal available for the Government to review.

M.6 TECHNICAL ACCEPTABILITY (PHASE I)

M.6.1 Technical Acceptability will be based on the answers and supporting information provided in response to the TIQ. To be considered acceptable under the Technical Acceptability portion, a proposal must clearly meet the minimum requirements of sections B through D of the TIQ.

M.6.2 The result of the Phase I evaluation will be a determination of acceptability that establishes eligibility to proceed for evaluation under Phase II (Best Value Tradeoff Evaluation). If the offerors proposal is deemed unacceptable, it will no longer be considered for award.

M.7 BEST VALUE TRADEOFF EVALUATION (PHASE II)

Under Phase II, the Government will tradeoff the evaluation of the non-Price Factors, against the total evaluated price to the Government to determine which proposal, in the Governments judgment, represents the best value.

(a) Phase II Evaluation Factors. There are four evaluation factors:

1. Technical
2. Price
3. Data Rights
4. Small Business Participation

(b) Technical is more important than Price. Price is more important than Data Rights. Data Rights is more important than Small Business Participation.

(c) As required to be defined by FAR 15.304(e), the non-Price factors when combined are more important than Price. However, no proposal, no matter how highly rated under the non-Price factors, will be considered for award if the sum of the proposed prices for the base contract CLINs (not including option CLINs) exceeds \$9.4 million.

M.7.1 Importance of Price. Award will be made to the responsible offeror whose proposal both (1) is Technical Acceptability under Phase I; and (2) represents the best value to the Government as a result of the Phase II Tradeoff process. This may not be the offeror with the lowest evaluated price. However, under the Phase II tradeoff evaluation, the closer the offerors evaluations are in the factors other than Price, the more important Price becomes in the decision.

M.7.2 Notwithstanding the relative order of importance of the four evaluation factors stated herein, Price may be controlling when:

- (a) proposals are otherwise considered approximately equal in the non-price factors; or
- (b) the advantages of a higher rated, higher price proposal are not considered to be worth the price premium.

M.8 TECHNICAL FACTOR (PHASE II)

M.8.1 The Technical Factor is comprised of three subfactors: Reliability, Conventional Rafting Speed, and Forward Top Speed. Reliability is more important than Conventional Rafting Speed. Conventional Rafting Speed is more important than Forward Top Speed.

M.8.2 Technical Information Questionnaire (TIQ). Any or all information provided in the TIQ may be used in the evaluation of the Technical factor in Phase II as it relates to the subfactor requirements.

Name of Offeror or Contractor:**M.8.3 Test Data**

Test data which establishes conformance of the offered configuration to required and up to the objective (where applicable) performance levels, represents the most credible form of substantiating information and may therefore be evaluated as lower risk. Government test data may be evaluated as lower risk than independent test data. Independent test data witnessed and signed by a licensed professional engineer may be evaluated as lower risk than independent test data not signed by a professional engineer. A lack of test data for the proposed configuration/components will be considered higher risk. The extent to which the proposed configuration varies from the tested configuration will be considered in the risk evaluation.

M.8.4 Configuration

The greater the extent to which the offeror's proposed configuration meaningfully varies from the tested configuration as a result of corrective actions or design changes, thereby undermining the applicability of offered test data, the more the Government may discount the validity of such test data as substantiating information. Proposed corrective actions or design changes which are either untested or partially tested may increase risk.

M.8.5 Subfactor 1 Reliability. The offeror's information submitted in response to L.3.2 will be evaluated to assess the risks associated with the probability that the proposed BEB will meet the reliability requirements of section 3.3.11 of ATPD 2393 while operating on JP-8 fuel in the environmental extremes required of sections 3.1.2 and 3.3.8 of ATPD 2393. Test data will be scored and assessed per the BEB Failure Definition and Scoring Criteria (FDSC) to validate the predicted reliability.

M.8.6 Subfactor 2 Conventional Rafting Speed

The offerors information submitted in response to L.3.3 will be evaluated as follows:

- a. The Government will evaluate the risk that the offeror will achieve the Conventional Rafting Speed performance levels required in ATPD 2393, Paragraph 3.3.4 (conventional rafting speed only), to include proposed performance above threshold levels; and
- b. Where the offeror proposes performance above the threshold, the Government will assess the extent to which the offeror's proposed performance levels satisfy the Conventional Rafting Speed objective performance of ATPD 2393 Paragraph 3.3.4 (conventional rafting speed only)

M.8.7 Subfactor 3 Forward Top Speed

The offerors information submitted in response to L.3.4 will be evaluated as follows:

- a. The Government will evaluate the risk that the offeror will achieve the Forward Top Speed performance levels specified in ATPD 2393, Paragraph 3.3.9 (forward steady state speed only), to include proposed performance above threshold levels; and
- b. Where the offeror proposes performance above the threshold, the Government will assess the extent to which the offeror's proposed performance levels satisfy the Forward Top Speed objective performance of ATPD 2393 Paragraph 3.3.9 (forward steady state speed only).

M.8.8 Evaluation of Technical Requirements above Threshold

For evaluation performance up to the objectives ATPD 2393 paragraphs 3.3.4 and 3.3.9 (See M.8.6 and M.8.7, respectively), extra evaluation credit may be given for proposed performance above the threshold requirement up to the objective. For proposed performance between the threshold and objective, proportional extra credit may be given to the extent that it benefits the Government. Extra Credit will not be granted for exceeding the objective performance. Offerors will not be granted extra evaluation credit for achieving performance up to the objective for any other requirements in ATPD 2393.

Subfactor	PD Paragraph	Threshold	Objective
Conventional Rafting Speed	3.3.4	6 fps	8 fps
Forward Top Speed	3.3.9	8 knots	24 knots

M.8.8.1 If the Government evaluation shows that an offeror is likely to achieve up to the objective performance level, in whole or in part (to the benefit of the Government), it may be noted as a strength under the factor and subfactor to which it belongs. Strengths may result in an increase in the assigned rating for the appropriate factor and subfactor.

M.8.8.2 To receive up to the objective performance evaluation credit for M.8.6 or M.8.7, the offerors proposal must demonstrate to the Government that the proposed performance level is achievable at moderate or lower risk. Where up to the objective performance level is evaluated as having risk higher than moderate risk for achieving proposed performance, no additional evaluation credit shall be given, nor shall such a proposal be considered a proposal strength or to have benefit to the Government.

M.8.8.3 If Government evaluation of the proposal indicates achievement of the proposed performance level above the threshold, up to the objective, is likely at moderate risk or lower, the proposed level of performance will be included in any resulting contract. In the

Name of Offeror or Contractor:

event an offeror does not agree to incorporate the proposed level of performance into the resulting contract, the offeror will not be credited, in whole or in part, with their achievement of performance beyond the threshold.

M.9 PRICE FACTOR (PHASE II)

M.9.1 Price Factor. This factor will be evaluated based upon the offeror's Total Evaluated Price and its reasonableness. This evaluation will include an assessment of the reasonableness of the proposed prices to accomplish the proposed level of performance. The Government may use other resources in the evaluation of the price proposal.

M.9.1.1 The Total Evaluated Price will consist of the sum of evaluated prices for each CLIN according to the formulas in Attachment 0024 and the estimated transportation costs referenced in M.10.4 and, if required, a factor for non-HUBZone Small Business.

M.9.1.2 Where prices are submitted on other than a range pricing basis, extended prices for evaluation purposes will be the offered unit price multiplied by the total CLIN quantity.

M.9.1.3 For each option for BEBs and CPKs, the evaluated extended prices will be the weighted average unit price multiplied by the stated evaluated quantity. Weighted average unit prices will be the summation of the offered unit price for each range multiplied by the Government provided Evaluation Weight for that range.

M.9.2 For the purpose of this evaluation, the following definition will be used:

Price Reasonableness: A price is considered reasonable if that price or cost does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.9.3 The Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA) may be requested to verify proposed rates and projections. The Government may use other resources in the evaluation of the price proposal.

M.9.4 Costs for transporting BEB options from point of inspection to Government destinations will be estimated by the Government and included in the total evaluated price to the Government. Evaluation of transportation cost will be in accordance with TACOM clause 52.247-4019, Evaluation of Transportation Costs for Options. The estimate for transporting to the Government facility will be based on the following destinations, DODAACs and quantities below:

LOCATION	DODAAC	QTY
Abbeville, SC	W5672S	14
Barling, AR	W91E1S	14
Bismarck, ND	W5ALXJ	14
Bowling Green, VA	W26L77	14
Chamberlain, SD	W56F7T	14
Clarksville, WV	W27AWT	14
Danielson, CT	W11M9U	14
El Campo, TX	W45D70	14
Ellsworth, WI	W806UC	14
Fort Belvoir, VA	W804M8	14
Fort Benning, GA	W91DZ4	14
Fort Hood, TX	W81RXB	14
Fort Knox, KY	WK4FC9	14
Fort Leonardwood, MO	WT4WRW	14
Fort Polk, LA	WK4FNS	14
Fredericksburg, VA	W56QUL	14
Granite City, IL	W80Q8L	14
Macon, GA	W566GS	14
Macon, MO	W58MY2	14
Marrero, LA	W56WJX	14
Norman, OK	W9015L	13
Portland, OR	W81JF6	14
Redding, CA	W91SFN	14
Rock Springs, WY	W806H5	14
Salinas, PR	W80Y50	14
Sault St Marie, MI	W56LUB	14

M.10 DATA RIGHTS (PHASE II)

Information submitted in response to section L.5 will be evaluated to assess the extent to which the offeror will deliver to the Government a TDP to permit the Government to support future full and open competitive acquisitions of BEBs and/or the subsystems identified in Attachment 0025. Technical data rights that allow the Government to compete the entire BEB on a full and open competitive basis are highly advantageous to the Government. Rights granted in the subsystems identified in Attachment 0025 will be advantageous to

Name of Offeror or Contractor:

the Government if they permit the Government to support future full and open competitive acquisitions. With respect to subsystems, proposals will be considered progressively more advantageous the greater the number of Attachment 0025 subsystems which can be competed on a full and open basis. No partial credit will be assigned, at either the complete BEB or subsystem level, for data rights less than those necessary to compete the BEB or subsystems on a full and open competition basis. In accordance with 10 USC 2320 and DFARS 227.7103-1, except in limited circumstances, offerors are not required, either as a condition of being responsive to a solicitation or as a condition for award, to sell or otherwise relinquish to the Government any rights in technical data related to items, components or processes developed exclusively at private expense. An offeror that does not propose to sell or otherwise relinquish any rights in technical data related to items, components or process developed exclusively at private expense will still be considered responsive.

M.11 SMALL BUSINESS PARTICIPATION FACTOR (PHASE II)

* M.11.1 The Government will evaluate the offerors proposed extent of Small Business Participation in the performance of the contract for U.S. small businesses (SBs) and small disadvantaged businesses (SDBs). The offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. For purposes of this Small Business Participation Factor, the term Total Contract Amount shall include the proposed dollars for prime contractor participation and subcontractor participation for all of the Basic CLINs and all of the Option CLINs. This includes, for both the Bridge Erection Boat Options and Crew Protection Kit Options, the weighted averages prescribed in the pricing spreadsheet (Attachment 24, BEB Options and CPK Options tabs) that the offeror shall use to project dollars for both prime and subcontractor participation.* If the offeror is itself a U.S. small business concern under the North American Industry Classification Systems (NAICS) code applicable to this RFP (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

M.11.2 The evaluation will consist of the following:

(a) The extent to which the proposal identifies participation by U.S. Small Business concerns to achieve the Governments goals for SB and SDB expressed as a percentage of Total Contract Value, shown below:

28.0% for SBs

4.1% for SDBs

(b) An assessment of the probability that the offeror will achieve the levels of Small Business Participation identified in the proposal based upon a risk assessment of the offerors proposed Small Business Participation Factor Submittal.

*** END OF NARRATIVE M0001 ***