

**SOLICITATION**

**FINAL**

1. SOLICITATION NO. N00024-10-R-3147	2. AMENDMENT NO.	3. EFFECTIVE DATE 02/18/2010	4. PURCHASE REQUEST NO. TBD
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5. ISSUED BY Cecilia G Marquez SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 cecilia.marquez@navy.mil 805-982-2172	6. ADMINISTERED BY
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7. CONTRACTOR	8. DELIVERY DATE See Section F
	9. CLOSING DATE/TIME 02/26/2010 1400 (hours local time – Block 5 issuing office)
	SET ASIDE TYPE SB Set-Aside
	10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED
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14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
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See the Following Pages

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER	22. TOTAL
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
F	DELIVERIES OR PERFORMANCE	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
G	CONTRACT ADMINISTRATION DATA	M	EVALUATION FACTORS FOR AWARD

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## GENERAL INFORMATION

**IMPORTANT:** All offerors submitting a proposal in response to this solicitation shall notify Cecilia Marquez at [cecilia.marquez@navy.mil](mailto:cecilia.marquez@navy.mil) at the same time of proposal submission stating that they have submitted a proposal through the SeaPort-e portal.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	BASE YEAR - FIELD TEST HANDLING EQUIPMENT (FTHE) SERVICES (TBD)	1.0 Lot		
4001	OPTION YEAR ONE (TBD)	1.0 Lot		
4002	OPTION YEAR TWO (TBD)	1.0 Lot		
4003	OPTION YEAR THREE (TBD)	1.0 Lot		
4004	OPTION YEAR FOUR (TBD)	1.0 Lot		

**The proposed Task Order type will be a Cost Plus Fixed Fee (CPFF).**

**Southwest Zone 6, This requirement is solicited as a Small Business Set-Aside**

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK**

#### **Field Test Handling Equipment Repair, Maintenance & Modifications**

##### **1.0 INTRODUCTION**

The Naval Facilities Engineering Service Center (NFESC) is tasked with maintaining and repairing the Field Test Handling Equipment (FTHE). This support includes having the system maintained and in a ready state for future mobilizations and at-sea operations. This task will include on-shore repair and maintenance operations for the equipment.

##### **2.0 SCOPE**

The contractor shall provide all personnel, materials, and facilities necessary to support the completion of this phase of the FTHE Support. Contractor responsibilities listed in this task order include the engineering and technical expertise required to support and confirm the full operational readiness of the FTHE.

##### **3.0 GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT**

The Government will provide the contractor with the following equipment:

- 3.1.1 DWT Tool inventory**
- 3.1.2 A-Frame**
- 3.1.3 Winch (umbilical)**
- 3.1.4 Hydraulic Power Unit**
- 3.1.5 Heave Compensator**
- 3.1.6 FTHE Control Van**
- 3.1.7 Test Shape**
- 3.1.8 FTHE Power Distribution System**
- 3.1.9 NFESC Forklift (15K) at Port Hueneme**
- 3.1.10 Test and Calibration Facility (SRB, B-bay)**

The government will provide all operational manuals and technical oversight in use of the FTHE equipment.

All documentation and equipment provided by the Government shall be returned at the conclusion of the task order effort.

##### **TECHNICAL TASKS**

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The contractor shall attend a “kick-off” meeting within one week of the award of this Task Order. The contractor shall take meeting minute notes, and provide a copy to the government (CDRL A001).

The contractor shall provide a draft project plan. The draft project plan shall include a safety plan, rigging plan, contractor provided equipment and equipment spares inventory list, GFE equipment list, project scheduling, deck layout drawing showing all project specific equipment and materials that support the provided deck layout drawing (CDRL A002).

The contractor shall provide on-site logistical and labor support to assist in all FTHE repairs, maintenance, and modifications.

**All changes shall be made in accordance with the FTHE configuration control plan, utilizing proper documentation and records of all system changes.**

The contractor shall provide a new FTHE Operations and Maintenance Manual (CDRL A003). This manual will include all necessary updates to the following parts and appendices:

**A fully updated re-write of the existing Operations Maintenance manuals: *Volumes I and II.***

A fully updated Mobilization Plan, including weights and sizes for all equipment components.

A full Launch and Recovery Sequence Placards

Daily Start-up and Shut Down Sequence

Bolt Torque Calculation Package

Updated Hydraulic Schematics

Updated Safety Plan for Test and Cal Cruise

Updated Test Plan for Test and Cal Cruise

The contractor shall do the following work to the FTHE A-Frame:

The contractor shall repair all small leaks on the A-Frame. The contractor shall conduct a complete survey of all hydraulic components on the A-Frame to ensure none of the recently-replaced fittings have become loose or failed. The contractor shall service, and if needed, replace seals on solenoid and hydraulic valves.

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**The contractor shall replace all existing aluminum grating with fiberglass.**

**The contractor shall survey the existing A-Frame cursor latch switches and service/replace the electronics and mechanical components as required to ensure proper working order for the next off-shore season.**

**The contractor shall do the following work to the FTHE Heave Compensator:**

**The contractor shall replace the temperature sensors on the Heave Compensator with new higher-temperature sensors with an operating threshold that is appropriate for the FTHE. The contractor shall use the updated FTHE manual to determine the appropriate operating threshold.**

**The contractor shall replace the existing Heave Compensator pilot operated hydraulic valves and pressure switches. The contractor shall ensure the replaced items are fully functional and customized for the marine environment.**

**The contractor shall service all of the components on the Heave Compensator solenoid operated valve board and Nitrogen intensifier board to rid of all rust and grit. The contractor shall paint all components to provide resistance to further corrosion.**

**The contractor shall fabricate and install a new personnel step over the N2 intensifier on the Heave Compensator.**

**The contractor shall replace the valves on the Heave Compensator Nitrogen storage bottles, and shall paint the bottles for protection against further corrosion.**

**The contractor shall check the nitrogen system on the Heave Compensator for leaks and re-fill the system.**

**The contractor shall perform general system maintenance to the Heave Compensator in accordance with the FTHE manual.**

**The contractor shall do the following work to the Test Shape:**

**The contractor shall repair and enhance all existing damage on the spring-actuated lever arm on the Test Shape.**

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**The contractor shall disassemble and paint the Test Shape in preparation for another off-shore season.**

**The contractor shall procure pressure compensated plugs for the Lower-End Junction Box rated for the system's operating pressure.**

**The contractor shall install a damping mechanism on the Test Shape Umbilical Strength Termination Arm.**

**The contractor shall fabricate and install mounting brackets for all Test Shape cameras and lights.**

**The contractor shall procure an underwater camera and underwater light—and all interconnecting underwater cables (rated to 10,000 fsw)—to be installed on the Test Shape. The underwater camera/light shall integrate with the existing FTHE fiber optic telemetry system.**

**The contractor shall perform the following work to the Hydraulic Power Unit:**

**The contractor shall replace the existing Hydraulic Power Unit pilot operated hydraulic valves and pressure switches. The contractor shall ensure the replaced items are fully functional and customized for the marine environment.**

**The contractor shall perform general system maintenance to the Hydraulic Power Unit, which includes servicing the two (2) 100 hp motors to ensure peak operational performance and reliability. The maintenance performed should be in accordance with the FTHE manual.**

**The contractor shall paint all sensitive areas on the Hydraulic Power Unit to prevent them from corrosion.**

**The contractor shall perform the following work to the Winch/Levelwind:**

**The contractor shall repair the gear boxes on the Winch/Levelwind system and replace the gearbox oil with new oil. The repairs shall include changing out the seals on the gear box.**

**The contractor shall perform routine maintenance on the Winch/Levelwind chain. The maintenance procedure shall include stripping the chain of any old lubrication, grit and rust, and re-lubricating.**

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**The contractor shall perform routine maintenance on the Winch/Levelwind brakes. The maintenance procedure shall include flushing, cleaning, and servicing completely to ensure they can operate at a peak operational performance.**

**The contractor shall replace the levelwind brass nuts and lubricate the large power-screw that drives the Winch/Levelwind system.**

**The contractor shall replace the Winch/Levelwind case drain gage.**

**The contractor shall prep and paint the Winch/Levelwind system.**

**The contractor shall clean and test all system oil to ensure its cleanliness is in accordance with the FTHE manual requirements.**

**The contractor shall procure new umbilical cursor guides.**

**The contractor shall procure new grade 8 anchoring bolts for mounting the system to the deck of the M/V INDY.**

**The contractor shall procure a new deck monitoring video camera system.**

**The contractor shall provide hydraulic support services, including the procurement of new hoses, fittings, and connections.**

**The contractor shall survey the existing FTHE spares and procure any components needed to keep the FTHE fully operational.**

**The contractor shall produce equipment rentals, which may include forklifts and man-lifts, to support the FTHE-related maintenance items.**

**The contractor shall design, build, and install a new system cable bridge. The width of the new bridge, and the height of the railings, shall be large enough to support all existing cables/hoses, and to allow it to be safely utilized as a walkway per OSHA safety requirements.**

**The contractor shall modify the Heave Compensator catwalks to accommodate the new Hydraulic Power Unit.**

**The contractor shall fabricate and install a new local control booth. The new local control booth shall include the following enhancements: weather-sealed, forklift and crane-operable ready, extra 120-Vac outlets for ROV operators and technicians to plug**

**equipment into, windows in locations that will increase situational awareness, new camera-system monitors for views of the deck and FTHE components.**

**The contractor shall produce new canvas sun-shades that will fit over the frame of the new FTHE deep-scope winch system to protect the umbilical from Ultraviolet degradation.**

**The contractor shall procure spares for FTHE fiber optic telemetry system and underwater cables/connectors.**

**The contractor shall procure Fiber-Optic Test and Troubleshooting Equipment.**

## 5.0 DELIVERABLES

The following are required deliverables:

CDRL	SOW Paragraph No.	Description	Due
A001	4.1	Kickoff meeting minutes	10 days DAC
A002	4.2	Draft Project Plan	350 days DAC
A003	4.4	Updated Operations and Maint. Manual	100 days DAC
A004	4.8	AutoCAD Modification Redlines	30 days DAC

**5.2 The period of performance for this task order shall be 360 days after contract award.**

## PERSONNEL MINIMUM QUALIFICATIONS:

1. In-depth familiarity and experience with the Naval Facilities Engineering Service Center (NFESC) Field Test Handling Equipment (FTHE) and all of its following component parts:
  - . FTHE Computer Control System
  - Heave Compensator
  - Hydraulic Power Unit
  - Umbilical/Winch Levelwind
  - A-Frame
2. In-depth familiarity and experience with the following specialties:
  - . Hydraulics
  - Pneumatic Systems
  - Electronic control systems and process control.
  - Optical telemetry and control systems, as is found with deep-sea remotely operated vehicles.
3. Broad experience with ocean-engineering projects and design.

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4. Master rigging experience necessary.

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ Basic Contract for Cost Plus Fixed Fee Task Orders. Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ Basic Contract.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

Refer to Section B and the SOW for specific deliverables.

The periods of performance for the following Items are as follows:

4000	3/2/2010 - 3/1/2011
4001	3/2/2011 - 3/1/2012
4002	3/2/2012 - 3/1/2013
4003	3/2/2013 - 3/1/2014
4004	3/2/2014 - 3/1/2015

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## SECTION G CONTRACT ADMINISTRATION DATA

### INVOICING PROCEDURES ELECTRONIC (NAVFAC SW March 2009)

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

(1) The vendor shall have their CAGE code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

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

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

WAWF Invoice Type:	Cost Plus Fixed Fee
Issuing Office DODAAC	N62583
Admin Office DODAAC:	N62583
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N69218
Local Processing Office (applicable if DFAS DoDAAC begins with an "N"):	N62583
Paying Office DODAAC:	See Block 25 of SF33

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact (to be provided at time of award):

Name	Email	Phone	Role
Karen Miller	karen.miller@navy.mil	805-982-	Inspector
Euclidjake Posadas	euclidjake.posadas@navy.mil	805-982-4217	Acceptor
Cecilia Marquez	cecilia.marquez@navy.mil	805-982-2172	LPO

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Contractors: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name:

Title:

Mailing Address:

E-mail Address:

Telephone:

FAX:

**G17S TOM APPOINTMENT (AUG 2005)**

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: **to be completed at time of award**

Code:

Mailing Address:

Telephone:

Commercial (401)-

DSN 432-

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

CONTRACTING OFFICER:

Cecilia Marquez, (805)982-2172, [cecilia.marquez@navy.mil](mailto:cecilia.marquez@navy.mil)

Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

CONTRACT SPECIALIST:

Euclidjake Posadas, (805)982-4217, [euclid-jake.posadas@navy.mil](mailto:euclid-jake.posadas@navy.mil)

Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Special contract requirements (Section H) shall be in accordance with Section H of the SeaPort-e Multiple Award basic contract.

### **H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### **H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)**

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

### **H-355 CONTRACTOR IDENTIFICATION (DEC 1999)**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

### **H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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## **SECTION I CONTRACT CLAUSES**

### **IN ACCORDANCE WITH THE SEAPORT-E MULTIPLE AWARD BASIC CONTRACT FOR A COST PLUS FIXED FEE TASK ORDERS.**

#### **09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT 1: SOW

ATTACHMENT 2: CDRLS

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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

If the Representations and Certifications have changed since the time they were provided in response to the Basic SeaPort-e Solicitation, the offeror is required to provide an updated copy with their response to this solicitation.

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

All provisions and clauses in Section L of the SeaPort-e Multiple Award basic contract apply to this task order, unless otherwise specified in this task order.

FAR 52.211-14 Notice of Priority Rating for National Defense Use (Sept 1990)

Any contract awarded as a result of this solicitation will be ( )DX rated order; (X)DO rated order certified for national defense use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Cost Plus Fixed Fee task order resulting from this solicitation.

FAR 52.215-1 Instruction to Offerors – Competitive Acquisition (May 2001)

This clause is included in the solicitation for the basic contract and applies to this order with the following exception:

In lieu of (f) Contract Award, the following applies to this order:

(f) Task Order Award

(1) The Government intends to award a task order that results from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any or all of a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost of price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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(9) A price realism analysis will be performed, and will be considered in evaluating performance or schedule risk.

(10) Task order award shall be made in accordance with clause H-5 Task Order Process of the basic contract.

## **ADDITIONAL INSTRUCTION AND CONDITIONS AND NOTICES TO OFFERORS**

### **1.0 General**

1.1 Questions – It is the offeror’s responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work and other solicitation requirements. All questions shall be submitted via the Seaport-E Portal no later **than 02/24/10**.

### **2.0 Instruction for Submission of Offers**

2.1 Award of this solicitation is anticipated to be made upon the initial proposal. Proposals shall be submitted electronically via the Seaport-E Portal. Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the format instructions may be considered non-responsive and render the offeror ineligible for award. Alternate proposals will not be accepted; only one (1) proposal may be submitted by each offeror.

2.2 Proposal Format – In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified below. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

8.5 X 11 inch paper

Single-spaced typed lines

1 inch margins

12 point times New Roman font in text

No graphics, pictures, (other than milestone and deliverable schedules chart)

No hyperlinks

All files shall be compatible with Microsoft Office Suite

Adobe (.pdf) files are allowable for documents containing original signatures

Price proposal may contain spreadsheets in Microsoft Excel, with all file names with file extensions (.xls). Spreadsheets provided shall include all calculations in the cells.

### **3.0 Proposal Content**

3.1 Legal Offer

3.2 Past Performance

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### 3.3 Technical Capability

### 3.4 Price Proposal

## 4.0 Detailed Instructions for Each of the Proposal Section

4.1 Offer – The completion and submission to the Government of an offer shall indicate the offeror’s unconditional agreement to the terms and conditions in this solicitation. The offer shall consist of and must include the following:

4.1.1 Cover Letter – The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. The cover letter shall also identify the following: the name, address, telephone and facsimile numbers, an email address of the offeror; the name, address, telephone and facsimile numbers and email address of the person or persons authorized to negotiate on the offeror’s behalf; and the name, title, and signature of the person authorized to sign the proposal.

4.1.2 Section B- Complete all pricing in the portal

4.1.3 Section K – Provide appropriate written statement.

4.1.4 EVALUATION FACTORS:

Factor 1 - Technical ability and plan to accomplish work

Factor 2 - Personnel Qualifications

Factor 3 - Past Performance

Factor 4 - Cost/Price

### **FACTOR 1: Technical ability and plan to accomplish work - (Limit 5 pages)**

The Government will evaluate the company’s staffing resources, and technical capability, experience and plan to accomplish the work under this task order, to include the capacity for performing effort on multiple task orders simultaneously. Staffing (personnel) resources include company personnel, as well as personnel proposed to meet the labor requirements outlined in the Statement of Work.

The Government reserves the right to require offerors to participate in discussions with the Government where it may be necessary to determine the offeror’s capability and understanding of the government’s requirements. The offeror’s capability will be evaluated on the basis of:

(a) Plan to accomplish the work under this task order

(b) Staffing resources;

(c) Successful project execution of marine design and fabrication projects; and

(d) The ability to provide the necessary management and systems engineering support for specific marine equipment, including mini-cone penetrometers and sub bottom profilers.

The offeror must address experience and technical capability to provide logistics support contemplated under this contract. The offeror’s staffing resources and Organization and Management Plan for this

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contract must include management of multiple, independent, field projects simultaneously.

NOTE: In order to be eligible for award, an offeror must demonstrate that the firm, or its personnel, has extensive marine design/fabrication/testing experience, and/or technical capability in project execution for the types of work outlined in the Statement of Work, or significantly related experience to include experience with management of related-type work or subcontracts.

**FACTOR 2: Qualifications and Experience of Personnel (to include resumes and Letters of Intent)- (Limit 5 pages)**

(a) The capabilities and acceptability of personnel who are proposed to work under the contract will be evaluated. Offerors shall include resumes of the proposed Key Personnel and letters of intent. Resumes of professional and support personnel shall be submitted to show that the contractor meets the personnel qualification and experience requirements outlined in the Statement of Work. The acceptability of key, professional, and technical personnel, to include the offeror's capability to ensure a stable, high quality, productive workforce, will be evaluated.

(b) An offeror's proposed "Key Personnel" will be evaluated to ensure that each meets the requirements outlined in the solicitation. In order to be considered for award, all proposed "Key Personnel" must meet the minimum experience requirements set forth in the solicitation. Support personnel as described in the solicitation shall be evaluated to ensure all labor categories to be used during contract performance are identified by an offeror before award of the contract.

**FACTOR 3: PAST PERFORMANCE - (Limit 5 pages)**

(a) Past performance is a measure of the degree to which the contractor has worked on similar projects in the past, and how satisfied their customers were in the past. We will contact some customers to ask whether or not they believe that: (1) the contractor was capable, efficient, and effective; (2) contractor performance conformed to the terms and conditions of the contract; (3) the contractor was reasonable and cooperative during performance; and (4) the contractor was committed to customer satisfaction. Past performance will be evaluated on the quality of services, timeliness of performance, cost control, management/key personnel, business practices, and customer satisfaction.

NOTE: When assessing past performance, we may contact other sources of information, including but not limited to the following: federal, state, and local agencies, better business bureaus, published media, and electronic databases. We may also consider past performance of work performed under government contracts. We will not limit our assessment of past performance to work that has been done in regards to the Statement of Work in this solicitation.

(b) The contractor shall provide at least three references, up to seven references, for company projects performed during the last three to four years relevant to the work outlined in the Statement of Work. The contractor shall provide such information as the name of the company, a description and dollar value of the work performed, the point of contact and phone number, and the contract number. Vendors will be queried by the Government in order to develop a past performance assessment. The same questionnaire will be used for past performance assessment of all offerors who submitted proposals.

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**FACTOR 4: COST/PRICE EVALUATION - (Limit 5 pages)**

The price proposal shall be in a separate document from the technical proposals. The offeror shall provide sufficient detailed information to allow for a determination of reasonableness of the proposed costs. The offeror's proposed price will be evaluated for reasonableness, realism, and consistency with the technical proposal. The proposed price shall be in whole dollars.

The pricing data shall be organized as follows:

Prime Contractor – Provide cost buildup information using the proposed WBS sufficient to demonstrate how price was arrived at.

Any subcontracted costs shall be detailed in the same manner as the proposed prime contractor's pricing.

The offeror is required to submit, as part of its price proposal narrative, a statement that certifies that all rates proposed for this effort are the same as the rates proposed under their Seaport-E contract. If rates are different, an adequate explanation is required. This requirement flows down to any proposed subcontractor effort.

**OFFERORS ARE REQUIRED TO PROVIDE TO THE GOVERNMENT THEIR DCAA BRANCH OFFICE FOR THEIR COMPANY, TO INCLUDE THE NAME, MAILING ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS OF THEIR CURRENT COGNIZANT DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY.**

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## **SECTION M EVALUATION FACTORS FOR AWARD**

**This Task Order is reserved for only those contractors, which have {Southwest Zone, Zone 6} identified in section B of the MAC contract. Proposals from other contractors will not be considered. This requirement has also been set-aside for small business.**

### **Importance of Factors**

The Government has established the relative importance of the Factors as follows:

The Evaluation Factor 3, Past Performance is of the highest importance, followed by Factors 1 (Technical) and 2 (Personnel Qualifications) being equal in importance, and Factors 1, 2, and 3 all being more important than Cost/Price.

Proposals will be evaluated for the degree of understanding demonstrated, the technical excellence or lack thereof within the factors, and the level of competence proposed within each factor, where appropriate. Risk assessments will be performed as the risk of successful performance within each factor.

It should be noted that any proposal that is found to be unsatisfactory in any factor of the technical proposal might result in the entire proposal being deemed unacceptable. In the event an offeror has no record of relevant past performance, or information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably on past performance. A neutral rating will be assigned to this evaluation factor.

### **Basis for Award:**

The relative importance of price and technical factors will be determined by a trade-off analysis. The Government may pay a premium in the total price for a proposal which scores higher technically. A task order will be awarded to the responsible offeror whose proposal represents the combined technical merit and price most advantageous to the Government. The Government reserves the right to determine which proposal offers the greatest value. Offerors are advised that the Government seeks proposals that demonstrate the greatest technical ability at a reasonable and realistic price. Award will be made to that technically superior offeror whose proposal represents the greatest value. Value will be determined for each proposal by weighing the degree of technical superiority, the risk of nonperformance, and the price. As a result of the foregoing methodology, the Government may award to other than the low offeror.