

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 06-Jul-2011	4. REQUISITION/PURCHASE REQ. NO. N3904011RC10496		5. PROJECT NO.(If applicable)		
6. ISSUED BY NAVSUP FLC NORFOLK PORTS NAVAL SHIPYARD CONTRACT DIV., CODE 530 BLDG #153, 6TH FLOOR PORTSMOUTH NH 03801	CODE N00189	7. ADMINISTERED BY (If other than item 6) See Item 6				CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. N00189-11-Q-PP39	
				X	9B. DATED (SEE ITEM 11) 24-May-2011	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer 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 _____ copies of the amendment; (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.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) This modification amends the solicitation to revise the specifications allowed for the equipment. Delivery for all items is required NLT July 12, 2011. A split award may be evaluated for this requirement. Based on urgent need from the project, this requirement has a short turn-around time. This requirement will close at 3:00PM EST on July 7, 2011. Offers received may be evaluated on a go or no-go basis.						
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)			
			TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 06-Jul-2011		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

SOLICITATION DETAILS

Offerors are required to fill out all applicable sections of this RFQ and return the completed RFQ as their quotation. Quotations that are not received in this format will not be considered for award.

Quotations must be faxes, mailed, or delivered in person. Quotations received through email or NECO/FEDBIZOPPS (via the "submit bid" option) will not be considered for award. It is the responsibility of the offeror to verify that the submitted quotation has been received by the agency. Receipt confirmation can be obtained by contacting Rachel Toracinta at 207-438-6818 or rachel.toracinta@navy.mil.

List of Attachments

1. Attachment 1: Technical Specifications (Revised)
2. Attachment 2: QASP (Quality Assurance Surveillance Plan)
3. Attachment 3: QASP Matrix
4. Attachment 4: Past Performance Evaluation Forms

**CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract 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 scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Contract Surveillance

(1) The COR shall monitor the contractor's performance and be sure the equipment is delivered on time.

(2) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

b. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices.

(2) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

c. Contract Modifications. The COR is responsible for notifying the PCO if changes are needed in the rental equipment and for providing a list of the changes and an estimated price and schedule.

d. Administrative Duties

(1) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and for all invoices.

e. Security. The COR will collaborate with Code 1700 to define Security Requirements for the Contract.

f. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

g. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

PAST PERFORMANCE EVALUATION PLAN

Purpose: The purpose of this Past Performance Evaluation Plan (PPEP) is to provide for the selection of an offer which represents the best value to the Government from a past performance and price standpoint while complying

with the criteria established in the Solicitation.

- a. The procurement shall be based upon past performance evaluation standards and price.
- b. The procurement shall be solicited utilizing 100% small business set-aside procedures and all responsive offers will be evaluated based upon past performance and price.

Description of Requirement: The proposed procurement is for: Rental Services for Blast Equipment.

Summary of Acquisition Strategy:

A Firm Fixed Priced, contract is anticipated as it is deemed appropriate to obtain the required material. Required delivery schedule can be found in the solicitation.

The Government intends to select a "best value" offer based upon initial offers without forming a competitive range determination or engaging in discussions [with the exception of clarifications as described in FAR 15.306(a)]. The Government reserves the right to conduct discussions as may later be deemed necessary by the Contracting Officer. Consistent with the evaluation criteria established in the solicitation and herein, the Government reserves the right to award the following :

- > A firm fixed price contract to other than the lowest priced offeror
- > A firm fixed price contract after discussions, whichever is in the best interest of the Government.

Ethical Considerations:

Procurement Integrity: All personnel who shall have access to the contractor's proposal and/or source selection information are considered to be "procurement officials" and shall be familiar with and comply to the requirements set forth by FAR Part 3 and the Procurement Integrity Act.

Responsibilities:

List of Participants:

Contract Specialist/Procurement Contracting Officer: Rachel Toracinta

Contract Specialist/PCO: The Contract Specialist/ Procurement Contracting Officer (PCO) is responsible for the proper and effective evaluation of offers and source selection process in accordance with the plan. The Contract Specialist/ PCO has the ultimate responsibility for source selection. He/she will determine to conduct discussions (if required), evaluate past performance, and perform the cost/price analysis.

Evaluation Criteria

Part I - Past Performance: Offers shall provide all Past Performance data as required in the Contractor Performance Data Sheet, Attachment (I) hereto. The offeror shall forward the Contractor Performance Customer Input Sheet / Questionnaire, Attachment (II) to each customer the offeror elects to use as a reference. The offeror is responsible to ensure such data are submitted by the date and time specified for receipt of offers.

Part II - Price: An offer shall include a completed and signed SF33, and as applicable, executed copies of the Amendments and Representations and Certifications.

The following relative weights will be used by the Contract Specialist/PCO when assessing the proposals:

Past Performance is more important than price

The Government reserves the right to award on initial offers.

Past Performance.

Past Performance will be evaluated first

In order to facilitate the Government's evaluation of this factor, the offeror shall provide information on three (3) previous contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last five (5) years. Evaluation will focus only on work experience already performed. Yet-to-be performed work and experience prior to the last 5 years will not be considered. Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this RFQ. The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting (CPARS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance.

Past performance will be evaluated based on the relevance and quality of the submitted contracts.

Relevance is determined by a contract's similarity to the current requirement, based upon scope and magnitude. For the purposes of this evaluation, relevancy in scope and magnitude are measured by the following:

Scope: Experience in the areas defined in the PWS.

Magnitude: The measure of the similarity of the dollar value of actually performed work that exists between the PWS and the offeror's contracts. Magnitude will be evaluated on the dollar amount of work actually performed under the contract or contracts during the relevant five-year period established by the solicitation.

Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance – **they will receive a Neutral rating.**

The quality evaluation will be based on the following sub factors: Quality, Timeliness, and Contractor Responsiveness which are of equal importance.

- Quality: The offeror's demonstrated history of delivering products and services of high quality and compliance with contractual requirements. Quality will be evaluated in terms of:
 - Overall customer satisfaction,
 - Instances of rework and/or deficiency reports, and
 - Evidence of effective and/or innovative work applications that were beneficial to the customer
- Timeliness: The offeror's compliance with:
 - Delivery and/or performance schedules,
 - Timeliness of submission of requested information, reports, and invoicing
- Contractor Responsiveness: The offeror's demonstrated ability to:
 - Respond to customer concerns,
 - Isolate and resolve problems, and take systematic improvement action

Following the quality evaluation, the Contracting Officer will assign an overall adjectival rating to each contract, considering both the contract's relevance and quality. The Contracting Officer will then assign a composite past performance adjectival rating for the offeror's overall past performance, considering the ratings assigned to each

individual contract.

Cost/Price Proposal: The offeror's price/cost proposal shall include a complete and signed SF 33, and if applicable, executed copy of Amendments, and executed Representations and Certifications. The cost/price proposal will be evaluated in accordance with FAR 15.404-1.

Increasing Significance of Price. Although price is the least most important evaluation factor, it has the potential to become more significant during the evaluation process. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factor on which selection is to be based. The importance of price will also increase when a proposal's price is so significantly high as to diminish the value to the Government that might be gained under the other aspects of the offer. If, at any stage of the evaluation, all offerors are determined to have submitted equal, or virtually equal, non-price proposals, price could become the factor in determining which offeror shall receive the award.

Scoring/ Rating: All evaluation criteria except price/cost will be subject to the following adjective scores/ratings.

RATING TABLE

Adjectival Rating	Description
Highly Acceptable (HA)	Past Performance Demonstrates: Superior accomplishment of contract requirements and high customer satisfaction on relevant contracts. Very Low Performance Risk. Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort.
Acceptable (A)	Past Performance Demonstrates: Fully compliant accomplishment of contract requirements and positive customer satisfaction on relevant contracts. Low Performance Risk: Based on the Offeror's performance record, minimal (but perhaps some) doubt exists that the Offeror will successfully perform the required effort.
Unacceptable (b)	Past Performance Demonstrates: Failure to properly accomplish contract requirements and failure to satisfy customer on relevant contracts. Very High Performance Risk. Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.
Neutral (Applies only to Past Performance Factors)	The offeror has no past performance history OR the Contracting Officer has determined that the past performance information provided is not relevant to the requirements in the RFP.
Adjectival Rating	Description

The Government reserves the right to select a contractor with other than the best past performance record if the pricing offered is so advantageous to the Government as to constitute a best value. Conversely, the Government may select a contractor offering other than the lowest priced offer if the quality of past performance constitutes the greatest value to the Government and the pricing offered can be determined to be fair and reasonable by competition or another approved means. Pursuant to the evaluation criteria identified in this plan and the solicitation, the Contract Specialist/PCO shall make any such determination of best value.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 23-Jun-2011 02:00 PM to 07-Jul-2011 03:00 PM.

The following have been deleted:

NHZ M8 Award - Single Award for All Items JAN 1999

(End of Summary of Changes)

All other terms and conditions remain the same.