

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   8</b>
2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>17-Jun-2015</b>	4. REQUISITION/PURCHASE REQ. NO. <b>ACQR3915489</b>	5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE <b>N40085</b> NAVFAC MID ATLANTIC PWD MAINE - FEAD PORTSMOUTH PORTSMOUTH NAVAL SHIPYARD BLDG 59 PORTSMOUTH NH 03801-2032		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. <b>N40085-14-B-0039</b>	
		X	9B. DATED (SEE ITEM 11) <b>12-Jun-2015</b>	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. 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.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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.)  <b>Amend #0: Delivery of Bid instructions, Bonding Clarification.</b>				
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  <b>17-Jun-2015</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

## CLIN 0001

The IDC type has changed from N/A to Indefinite Quantity.

## SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

EVALUATION OF OFFERSEVALUATION OF BIDS

This section outlines the basis for the evaluation of Bids for the overall award of the basic EDWOSB Indefinite Delivery Indefinite Quantity Contract and the Seed Task Order. Award will be made to the overall lowest priced, responsive bidder based on the pricing applied to the task Order to be issued within a week of the Basic IDIQ contract solicitation. The following steps will be used to determine the low bidder:

1. A seed project (Task Order) will be issued for the contractor to submit pricing on in order to determine the lowest price / responsive bidder (See Notes #2 below).
2. The contractor will be requested to submit pricing for both Self Performance and the situational standard load rate (SSLR) on the same seed project. Those two bids will be added together (Self Performance calculated Bids and SSLR calculated Bids) for the overall price and the lowest / responsible bidder will be awarded both the base IDIQ contract and the seed task order. The value of the task order will be the basis for the award. The amounts that are to be submitted will be for total price, including profit; A Form will be supplied to submit the bid on, for both Bids. Historically over 90% of task orders awarded under these contract vehicles are in the B category, the task order that is selected for the seed project will be at a category B level.
3. The contractor is advised that the SSLR total price will always be greater than the self performance because there would be less bundling on subcontractor markup due to contractor self performance of a portion or all of the tasks involved in the task order.
4. Contractors shall fill out the required performance table in section B.4.3.2 for the SSLR.

5. The seed project is a task order (to be selected) and will be posted via an amendment on the NECO/FBO Websites. The IDIQ base contract and the seed project task order will be awarded at the same time, to the responsive bidder that submits the lowest overall total price.

Notes:

1. The maximum value of this contract is Not To Exceed \$6,000,000.00 as previously stated in Section 00010 – Solicitation Contract Form.
2. Bids containing a variation in the percentage for standard load greater than 10% within each standard load category will not be considered. For example, a 20% load rate for task order values of \$25,000.00 to \$50,000.00 for standard load A and a 32% load rate for task order values over \$500,000.00 for standard load A proposes a variance of 12%, and therefore would not be considered.
3. Listed in Table 2 below are the high / low ranges of recently awarded IDIQ contracts. The ranges are compiled of various contractors, selecting the highs and low ranges between all awarded IDIQ contracts. These are ranges only and are displaying a combination of many contractors' Bids.

### Current IDIQ Contracts Load Comparison

The table below represents the current range of rates for other similarly structured contracts at PWD Maine. These rates do not include Profit but should be inclusive of the following:

1. Direct Costs (labor & material)
2. Overhead costs (including Direct O/H (if not already in labor rate), General O/H and SG&A)
3. Allocated travel expenses in the event travel to a remote site may be needed.
4. Bond costs

**Table 1**

	<b>High</b>	<b>Low</b>
<b>SITUATIONAL LOAD</b>	<b>A</b>	<b>A</b>
Performance Value up to \$25,000.00	\$5,240	\$2,200
Performance Value \$25,000 - \$50,000	31.0%	19.75%
Performance Value \$50,000 - \$100,000	22.0%	18.5%
Performance Value \$100,000 - \$500,000	20.0%	17.5%
Performance Value over \$500,000	19.8%	17.00%
<b>SITUATIONAL LOAD</b>	<b>B</b>	<b>B</b>
Performance Value up to \$25,000.00	\$5,858	\$3,000
Performance Value \$25,000 - \$50,000	27.0%	20.0%
Performance Value \$50,000 - \$100,000	24.0%	19.0%
Performance Value \$100,000 - \$500,000	21.0%	17.75%
Performance Value over \$500,000	20.0%	17.5%
<b>SITUATIONAL LOAD</b>	<b>C</b>	<b>C</b>
Performance Value up to \$25,000.00	\$5,828	\$3,000
Performance Value \$25,000 - \$50,000	32.0%	20.0%
Performance Value \$50,000 - \$100,000	29.0%	19.75%
Performance Value \$100,000 - \$500,000	28.0%	18.25%
Performance Value over \$500,000	22.0%	17.7%

**NOTE: This information is provided for informational purposes only and should not be relied upon as dispositive of future needs in determining bids.**

#### SUPPLEMENTAL INSTRUCTIONS

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**THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE PROPOSAL:**

a. Standard Form 1442, Solicitation, Offer and Award (Submit SECTION 00010 – Lump sum pricing CLIN 0001: (Acknowledgements of any Amendments issued).

b. Representations and Certifications (Document 00600) Make Sure you have identified and acknowledged any and all answers to the clauses in section 00600 and submit with your Bid.

1. **SUMMARY** the following paragraphs are supplemental instructions /information for Offeror to be used in conjunction with the Instruction to Bidders, Section 00100.

2. **POINT OF CONTACT** The pre-award point of contact for this project-award is Joanne Facteau at Tel. # (207) 438-1085. Please forward any questions regarding this project in writing to Joanne Facteau, email address: [joanne.facteau@navy.mil](mailto:joanne.facteau@navy.mil).

### 3. CHANGES TO SOLICITATION

All changes will be issued via Amendment and posted on the NECO website.

ALL REQUESTS FOR INFORMATION (RFI) ARE REQUESTED TO BE SUBMITTED NO LATER THAN TEN DAYS PRIOR TO CLOSING.

If sending a question(s) via E-mail, include the solicitation number and contract title in the subject line of the Email.

### 4. MINIMUM INSURANCE REQUIREMENTS:

a. The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage (also refer to FAR 52.228-5):

1 Comprehensive General Liability: \$500,000 per occurrence.

2 Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.

3 Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.

4 Employer's Liability Coverage: \$100,000 except in states where workers compensation may not be written by private carriers.

5 Others as required by State of Maine.

b. Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by laws of the state in which this contract, N40085-15-D-6121 is to be performed, and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

**Cancellation Language:** The cancellation language must state, "Any cancellation or any change in the limits of liability shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer gives written notice to the Contracting Officer, whichever period is longer." Wording such as "will endeavor to mail notice" or "failure to mail such notice shall impose no obligation or liability" does not comply with the contract requirements and therefore are not acceptable.

### 5. SITE VISIT

Refer to FAR 52.236-27, Alt 1 for Site Visit

**6. CONTRACTOR EVALUATION PERFORMANCE REPORTING (CPAR)**

The contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government. It is the contractor's responsibility to keep this contact information current. Prime Contractor should become familiar with the CPAR Program requirements at <https://cpars.csd.disa.mil>.

**7. EMPLOYMENT ELIGIBILITY VERIFICATION**

If contractor is not enrolled at time of award, then the Contractor shall enroll within 30 days. Refer to FAR Clause 52.222-54 for further instructions.

**8. WAWF INVOICE PROCESSING**

This contractor will utilize electronic invoice processing. Refer to NFAS Clause 252.232-7006 and DFAR 252.232-7003 for further information.

**9. AS BUILT RECORD DRAWINGS**

As-built record drawings are required. Refer to Clause 5252.236-9310, Alt II and Specifications for complete instructions and requirements.

**10. DEPLOYMENT OF SUBCONTRACT REPORTING REQUIREMENTS**

A requirement has been implemented regarding the Federal Funding Accountability and Transparency Act. Refer to FAR Clause 52.204-10 for reporting instructions by the Prime Contractor.

**11. BONDING CAPACITY**

No bid guarantee is required to be submitted for this procurement; however, because payment and performance bonds will be required, and a minimum level bonding amount of \$1.9M will be necessary at all times for both the payment and performance bonds, bidders are required to provide definitive proof of their capacity to secure this minimum bonding with their bids. Therefore, at the time of submission of your bid for the subject solicitation, all bidders must submit a letter from their bonding company (on the Surety letterhead) which states that: (1) they intend to provide payment and performance bonds for the bidder after award; (2) that the bonds shall each be in the amount of \$1.9 M; and (3) that the bidder has sufficient bonding capacity to secure these and other bonds as needed for the subject contract and subsequent task orders. Be advised that failure to submit this letter shall be considered a matter of non-responsiveness to the essential requirements of the solicitation and shall be cause for rejection of your bid.

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

**5252.214-9301 NOTICE TO BIDDERS (JUN 1994)**

- (a) Under the bidding items furnished on Standard Form 1442 (Solicitation, Offer, and Award) the bidder shall state rates for each category (A,B, and C) under the situational Standard Load table under section 00100, page 11 of the SF1442 solicitation..

**BIDS MUST BE SUBMITTED ON ALL ITEMS. FAILURE TO PROPOSE ON ALL ITEMS MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

**(b) DELIVERY OF PROPOSAL**

Packages containing bids must be sealed. Bidders shall affix their names and return addresses in the upper left corner of the proposal package. The outermost wrapper of all bid packages should clearly identify the solicitation number and the date and time of proposal submission.

All hand delivered proposals must be received at the office listed above prior to the due date and time. The bid box is located in the PWD MAINE-FEAD PORTSMOUTH, ACQUISITION BRANCH OFFICE on the first floor of the building and is clearly marked "Bid/Proposal Box". Access to the "Bid/Proposal Box" is only on working days between the hours of 7:30 AM and 4:00 PM Eastern Standard Time. The term "working days" excludes weekends and Federal holidays. Hand-carried bids must be deposited by a representative of the bidder in the "bid box" at the above address prior to the time and date set for proposal receipt. Any hand carried proposals submitted after the time and date set for receipt will not be accepted. NOTE: On the proposal due date the Acquisition Office will station a secondary Bid/Proposal Box at the Portsmouth Naval Shipyard Pass Office at Gate1 from 1:00PM to 2:00PM (only) to allow bidders to submit their packages without requiring base access.

Proposals tendered by a commercial carrier (e.g., Federal Express, United Parcel Service, Purolator Courier, etc.) are considered hand-carried proposals. Bidders are responsible for ensuring these proposals are deposited directly in the proposal box, by whoever delivers that proposal on the Bidders behalf, prior to the proposal receipt time.

The government will not deposit hand-carried proposals in the bid box nor acknowledge receipt of such from commercial carriers or the bidder/proposer itself. A bidders failure to timely deposit its hand-carried proposal in the bid/proposal box shall render the proposal late.

If commercial carriers are used, the bidder is responsible for ensuring carrier personnel are given correct proposal deposit instructions. Note some carriers consider only the office's physical address of Kittery, Maine for delivery of **N40085-14-B-0039** overnight packages. Bidders are responsible for ensuring the carrier will deliver to the proper location prior to the due date and time.

Mailed proposals shall be sent to the address listed below.

NAVFAC MID-LANT, PWD, MAINE  
ATTN: Joanne Facticeau  
Building 59 1<sup>st</sup> Floor  
Portsmouth, NH 03804

**SECTION 00700 - CONTRACT CLAUSES**

The following have been modified:

**5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

Within 10 days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

- A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to \$1,900,000.00.
- A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to \$1,900,000.00..

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC

5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

The following have been deleted:

5252.217-9300	Option to Extend the Term of the Contract (Architect-Engineer Indefinite-Quantity Contract)	NOV 1998
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(End of Summary of Changes)