

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. <b>0001</b>			3. EFFECTIVE DATE <b>19 Dec 2003</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	<b>1</b>	<b>2</b>
6. ISSUED BY <b>Contracting Officer, Dahlgren Division Naval Surface Warfare Center 17320 Dahlgren Road, Dahlgren, VA 22448-5110 Attn: XDS10, (540)653-8131 Email: SEAPORTENHANCED@nswc.navy.mil</b>			5. PROJECT NO. (If applicable) <b>N/A</b>	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP. Code)		( )	9A. AMENDMENT OF SOLICITATION NO. <b>N00178-04-R-4000</b>
<b>(TO BE COMPLETED BY OFFERORS)</b>		<b>X</b>	9B. DATED (SEE ITEM 11) <b>16 DECEMBER 2003</b>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE			10B. DATED (SEE ITEM 13)

**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.

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 one (1) copy 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 DATA 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 data specified.

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  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 PAGE 2**

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

This amendment is issued to make the following changes to solicitation N00178-04-R-4000. Replacement pages are provided as an attachment to this amendment.

1. Block 9 of the Standard Form 33 has been revised. In accordance with Section L, paragraph 5.3, the offeror shall complete blocks 12 through 18 of the revised SF 33 and return with their proposal.
2. The Level of Effort clause included in Section G of the solicitation (page 67) has been revised to delete paragraph (j).
3. The clause contained in Section H.12, Conversion To A Performance Based Service Contract (page 80), has been revised to delete the last paragraph.
4. Paragraph 2.0 of Section L (page 120) has been revised to clarify the proposal submission instructions.
5. Paragraph 2.5 of Section L (page 121) has been changed to reflect the submission of a compact disk (CD-ROM).
6. Paragraph 4.2 of Section L (page 122) has been revised to state that flow charts and tables are not considered graphics if they appear in the technical capability section of the proposal.
7. Paragraph 4.3 of Section L (page 122) has been revised to increase the page limit of the cover letter from one (1) to five (5) pages.
8. Paragraph 5.4.2 (b), Subcontracting(Large Business Only) of Section L (page 125) has been changed to provide for the submission of three final or most recent SF 294s for three relevant contracts to demonstrate the offeror's ability to achieve the proposed subcontracting goals.

Attachments:

Replacement Pages, 7 pages

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DO-S10	PAGE OF PAGES 1 135
2. CONTRACT NO.	3. SOLICITATION NO. N00178-04-R-4000	4. TYPE OF SOLICITATION SEALED BID (IFB) (X) NEGOTIATED (RFP)		5. DATE ISSUED 16 Dec 2003	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER DAHLGREN DIV 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100			CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in **original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **See Section L, Paragraph 2.0** until **2:00** local time **20 Jan 2004**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME XDS10	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 540 NUMBER 653-8131 EXT.			B. EMAIL-ADDRESS seaportenhanced@nswc.navy.mil
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ( )      41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### **Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

##### (a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

##### (b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

##### (c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

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The contractor shall provide the PCO with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

### **H.12 CONVERSION TO A PERFORMANCE BASED SERVICE CONTRACT**

If both the Government and the contractor agree, a task order can be converted from a term contract to a fixed price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

1. Within ninety calendar days prior to the end of the task order's initial period of performance, the contractor shall prepare and submit for Government review, comment, and concurrence:

- A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
- A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the contractor's performance will be measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

2. Within sixty calendar days prior to the end of the task order's initial period of performance, the government and the contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

### **H.13 SECURITY REQUIREMENTS**

- (a) All classified task orders will require a facility security clearance issued by the Defense Security Service (DSS).
- (b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order.
- (c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.
- (d) Unclassified task orders do not require a facility clearance issued by DSS, nor a DD Form 254.

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**ADDITIONAL INSTRUCTIONS TO OFFERORS****1.0 INTRODUCTION**

The purpose of this Request for Proposal is to procure Engineering, Technical, and Programmatic services in support of NAVSEA Warfare Centers, NAVSEA Headquarters, it's related PEOs and field activities. The period of performance shall be five years from date of contract award, plus two five-year Award Term Options.

Questions concerning the solicitation: Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation via electronic mail to the following address: [seaportenhanced@nswc.navy.mil](mailto:seaportenhanced@nswc.navy.mil). The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by 08 January 2004 to allow the Government adequate time to prepare and issue responses so that offerors can use the information in preparing their proposals. Although every effort will be made, the Government makes no guarantee that questions received after 08 January 2004 will be answered. Comments and questions must reference SOLICITATION N00178-04-R-4000. Acknowledgement of receipt of questions will not be made. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with any and all solicitation amendments at website <http://www.nswc.navy.mil/wwwDL/XD/SUPPLY/>.

**2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS**

**2.1 Proposals must be submitted no later than 20 January 2004 at 2:00 p.m. local time. (NOTE: Dahlgren is on Eastern Standard Time).** One entire copy of the RFP (signed by the offeror), one paper technical proposal, and one paper cost proposal must be submitted to the following address:

Contracting Officer  
Naval Surface Warfare Center  
Dahlgren Division  
17320 Dahlgren Road  
Dahlgren, VA 22448-5100  
Attention Code XDS10  
Bldg 183, First Floor Room 139

Reference paragraph 2.3 of this section for additional submission requirements.

Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should also be made to the above address.

**2.2** Telegraphic offers shall not be considered.

**2.3** Files should be in Microsoft Office compatible format. Offerors must comply with the detailed instructions for the format and content of the proposal. **A total of TEN (10) paper technical proposals and one copy of the technical proposal submitted on one Compact Disk (CD-ROM) shall be delivered to the following address no later than 20 January 2004 at 2:00 p.m. local time (NOTE: Panama City is on Central Standard Time):**

Naval Surface Warfare Center Panama City  
110 Vernon Avenue  
Panama City, FL 32407-7001  
ATTN: William Sawyer, Code A03, Bldg 373

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- 2.4 Unnecessarily elaborate proposals are not desired.
- 2.5 On the outside of the CD-ROM, the offeror shall clearly mark:
- the solicitation number,
  - and the offeror's name,
  - contents of disk.
- 2.6 The offeror shall also complete Attachment J.5 and submit on a compact disk (CD-ROM) to the location identified in Section 2.1. This attachment will not be evaluated but is required.
- 2.7 IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT THE ELECTRONIC MEDIA SUBMITTED IS VIRUS FREE AND CAN BE OPENED AND READ BY THE GOVERNMENT. IF THE ELECTRONIC MEDIA CANNOT BE OPENED, AND READ BY THE GOVERNMENT, THE OFFEROR SHALL HAVE 72 HOURS AFTER NOTIFICATION OF THE SAME, TO CORRECT THE DEFICIENCY. AFTER THAT TIME, IF THE ELECTRONIC MEDIA CANNOT BE OPENED AND READ BY THE GOVERNMENT, THE OFFER MAY BE CONSIDERED NON-RESPONSIVE AND MAY RENDER THE OFFEROR INELIGIBLE FOR AWARD.
- 3.0 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS:**
- 3.1 For Bidding/Proposal purposes the estimated effective date of contract award is 05 April 2004.
- 3.2 Proprietary data contained in the proposal shall be handled as identified in DFAR 252.227-7013.
- 3.3 The proposal shall be prepared and submitted in form and content in accordance with the instructions herein. Offerors must respond to the specific requirements of the solicitation being proposed on with no additions or deletions. All required fill-ins must be completed and all information provided in the format and content requested.
- 3.4 An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. The Government intends to award multiple contracts without discussions, as permitted by FAR 52.215-1.
- 3.5 Offerors must provide comprehensive information on pertinent aspects of the effort being offered to enable the Government to evaluate the offeror's understanding of, and capability to meet requirements covered in the Statement of Work (SOW) that are being proposed on. The offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the offeror shall indicate that it shall comply with requirements of the solicitation being proposed on and shall explain how compliance is achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal shall be evaluated in the context of being representative of the offeror's capabilities. Data previously submitted, or presumed to be known, i.e., previous projects performed for NAVSEA Warfare Centers or related Program Executive Offices, cannot be considered unless such information is provided. Responses must adequately address specific solicitation requirements, and be responsive to the terms and conditions of the solicitations. Statements such as "the offeror understands," "the offeror has a long history of outstanding support," along with responses that paraphrase the solicitation, are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific Government or industry reference, shall be considered inadequate and unsatisfactory.
- 3.6 Offerors shall not include CLASSIFIED material in the proposal.

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3.7 Offerors must respond to the specific requirements of the solicitation being proposed on. Offerors shall not alter the solicitation (other than completing the appropriate "fill-in" blocks and certifications). Offerors who alter the solicitation (except for completing the appropriate "fill-in" blocks and certifications,) may be considered non-responsive and may render the offeror ineligible for award.

3.8 The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

3.9 Offerors may submit only one proposal as a prime contractor, but may be listed as a subcontractor in one or more competing proposals. Subcontractors may be listed on more than one competing proposal. Small and Small Disadvantaged Businesses are encouraged to proposed as prime contractors. The Navy will allow a prime to add or subtract team members during the life of the contract only by written approval of the Procuring Contracting Officer. However, the offeror must meet or exceed the proposed small business subcontracting requirements regardless of team changes.

#### 4.0 PROPOSAL FORMAT:

4.1 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.

4.2 The paper proposal and electronic proposal, shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

All information except Table A

- 8.5 x 11 inch paper,
- Single-spaced typed lines
- No graphics, or pictures, (signatures on teaming agreements, headers and footers are not graphics or pictures)
- Flow charts and tables are not considered graphics if they appear in the management approach, cost savings approach, or technical capability section
- 1 inch margins
- 12-point (Times New Roman font) in the text
- No hyperlinks
- Microsoft Word Software
- All files named with the file extension .doc.

Table A (will be provided electronically or on disk):

- Microsoft Excel Software
- All files named with the file extension .xls.
- No hyperlinks
- Offeror shall complete a copy of Table A as provided for each Zone in which you wish to be considered

4.3 The proposal shall be limited to the following submissions and pages:

Identification

Page Limit

Cover letter

5 pages

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**5.4.1.1:** The offeror shall discuss in detail his experience and expertise identified for each listing found in Table A. Specific experience is defined as recent relevant work under an identified (Table A) contract. This requirement applies equally to primes and subcontractors. Not to exceed 30 pages.

**5.4.2 Evaluation Factor 2 - Management Approach:** (Not to exceed 10 pages.)

**(a) Management Plan** - The Offeror shall describe it's management approach to provide NAVSEA Warfare Centers with outstanding quality Engineering, Technical and Programmatic support services while maximizing innovation and cost reduction initiatives and facilitating NAVSEA's conversion to performance based contracting in accordance with Office of the Secretary of Defense (OSD) direction. The management approach must be formatted as follows:

1. Describe your approach to integrate professional support services within and across PEOs, NAVSEA Directorates, and Warfare Centers to institute best practices throughout NAVSEA and realize cost savings.
2. Describe your approach to mold, manage and maintain this effort, including your:
  - Capability to manage the effort (or team if so proposed)
  - Ability to manage change to preserve stability and maintain technical expertise in the workforce
  - Ability to monitor and maximize quality
  - Approach to guarantee responsiveness to and cooperation with customers
  - Approach to problem resolution
  - Flow down of incentives to your team partners (if so proposed)

The offeror must include either a statement that this management approach was prepared by team members or provide a list of consultants involved in preparing the response.

**(b) Subcontracting (Large Business Only):** (Not to exceed 10 pages)

Large Businesses are required to provide a narrative which details how the following requirements will be met in their subcontracting plans.

At least 20% of the total amount obligated under the contract (not per task order) must be subcontracted to small businesses. In achieving the 20% requirement, the following specific minimum requirements must be met:

- 5% of the total dollars obligated under the contract (not per task order) to Small Disadvantaged Businesses,
- 5% of the total dollars obligated under the contract (not per task order) to Women-Owned Small Businesses
- 3% of the total dollars obligated under the contract (not per task order) to Hub-zones,
- 1% of the total dollars obligated under the contract (not per task order) to Veteran owned small business concerns

The 20% subcontracted effort must be comprised of meaningful work under the statement of work within the task orders. Offerors are encouraged to exceed the minimums and are directed to review Section M on the evaluation of this information as they determine their subcontracting goals. The Offerors shall provide copies of three final or most recent SF 294s for the three relevant contracts, which best demonstrates the offerors ability to achieve the proposed subcontracting goals.