



**FACILITIES DESIGN AND CONSTRUCTION CENTER**

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**NATIONAL MULTIPLE AWARD  
CONSTRUCTION CONTRACT (NMACC)**

**TASK ORDER ANNOUNCEMENT  
70Z05020ROPCLA1**

**CONSTRUCT OPC HOMEPORT BASE LOS ANGELES/LONG BEACH  
AT  
U.S. COAST GUARD STATION, SAN PEDRO, CA**

**ISSUE DATE: APRIL 07, 2020**

## **NOTICE FOR FILING AGENCY PROTESTS**

### **United States Coast Guard Ombudsman Program**

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

**Informal Forum with the Ombudsman.** Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to [OPAP@uscg.mil](mailto:OPAP@uscg.mil) and the Contracting Officer or by hand delivery to the Contracting Officer.

**Election of Forum.** After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

**The Ombudsman Hotline telephone number is 202.372.3695.**

## **I. GENERAL REQUIREMENTS**

**Title:** Construct OPC Homeport Base Los Angeles/Long Beach

**Location of the work:** U. S. Coast Guard Station, San Pedro, CA

**Project Number:** 7191498

**Specifications:** Project 7191498 (provided in electronic format via SAM Beta)

**RFP Drawings:** Project 7191498 (provided in electronic format via SAM Beta as Reference Drawings)

**Supplementary Documents:** Project 7191498 (provided in electronic format via SAM Beta.gov/identified as Attachments)

**Appendices:** Project 7191498 (Various Documents in relation to this project (provided in electronic format via SAM Beta/identified as Appendices)

**Wage Determinations:** CA 20200022 (Building, Heavy (Heavy and Dredging) and Highway) dated 03/06/2020 (provided in electronic format via SAM Beta)

**Price Limitation:** The design and construction costs will be subject to the funds available for this project. The contract price limitation for contract award is approximately \$26,000,000.00. Contractors are notified they are under no obligation to approach this ceiling; however, the Government may not be able to make an award if the dollar amount set for this project is exceeded.

**Description of the work:** Per RFP Specification, Section 01110, the project scope of work includes all supervision, labor, tools, materials, transportation, equipment and other services necessary in the design/build facilities to homeport two Offshore Patrol Cutters (OPC) at Base Los Angeles/Long Beach (LA/LB) including a new MWD facility, warehouse modifications, Building 16 modifications, waterfront improvements, and associated site/utility work at U. S. Coast Guard Station, San Pedro, CA.

**Performance Period:** The contract performance period is 730 calendar days after award of Task Order for the Base Item.

**Liquidated Damages:** Liquidated damages in the amount of \$844.00 per day will be assessed, if necessary, in accordance with Section F.2 of the contract.

**Insurance/Bonds:** Please review Section H.3 of the contract for insurance requirements and Section L.18 of the contract for performance and payment bond requirements. Bid bonds are not required.

**Utilities:** Refer to appropriate Specification Section.

## **SITE VISIT**

An organized site visit for the Construct OPC Homeport Base LA/LB at San Pedro, CA will be scheduled on **TBD**.

An amendment to the Task Order Announcement (TOA) will be issued to identify the site visit date and site visit information.

## **AUTHORIZED REPRESENTATIVES OF THE CONTRACTING OFFICER**

Mark McAll is the Contracting Officer's Representative (COR) for the purpose of day-to-day technical administration/inspection of all work under the contract. This includes, but is not limited to, administration of progress, approval of submittals, final inspection and providing technical assistance when required. *The contractor is cautioned that in no instance is the above named person authorized to approve any changes which will involve the quantity, quality, price or performance of the contract.*

(Construction Inspector) To Be Determined will coordinate with the Contracting Officer's Representative for the purpose of inspection of work under the contract. *The Contractor is cautioned that in no instance is the above named person authorized to approve any changes.*

## **CLAUSES**

### **52.225-11 BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT (OCT 2019)**

(a) *Definitions.* As used in this clause-

“Caribbean Basin country construction material” means a construction material that–

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1)A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2)A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3)A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4)A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means-

(1)An unmanufactured construction material mined or produced in the United States;

(2)A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that-

(1)Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2)In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that-

(1)Is wholly the growth, product, or manufacture of a least developed country; or

(2)In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that-

(1)Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| Foreign and Domestic Construction Materials Price Comparison |                 |          |                  |
|--|-----------------|----------|------------------|
| Construction Material Description                            | Unit of Measure | Quantity | Price (Dollars)* |
| <i>Item 1:</i>   |                 |          |                  |



|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Foreign construction material  | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| Item2:                         |       |       |       |
| Foreign construction material  | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- <https://www.acquisition.gov/browsefar> and
- <http://www.dhs.gov/xlibrary/assets/opnbiz/cpo-acquisition-regulation-0606.pdf> and
- <http://www.dhs.gov/xlibrary/assets/opnbiz/cpo-acquisition-manual-1206.pdf>

**52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)**

**52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018).**

**3052.203-70 INSTRUCTIONS FOR CONTRACTOR FOR DISCLOSURE OF VIOLATIONS (SEP 2012)**

**3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (DEC 2012)**

**3052.228-90 NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (USCG) (DEC 2003)**

**Instructions for Submitting Questions Regarding Solicitation:** Contractors are requested to review this task order announcement as soon as possible upon receipt. If a contractor has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be

submitted, in writing via email, referencing section and paragraph of solicitation, to the U.S. Coast Guard, Facilities Design and Construction Center, 915 2<sup>nd</sup> Ave, RM 2664, Seattle, WA 98104. Email addresses are: [gabriel.d.perez@uscg.mil](mailto:gabriel.d.perez@uscg.mil) and [FDCC-PROPOSALS@uscg.mil](mailto:FDCC-PROPOSALS@uscg.mil). Contractors shall submit questions by **2:00PM local time (Seattle, WA) on 05/11/2020.**

**Award on Initial Responses.** The Government anticipates making an award on initial responses, without engaging in exchanges with contractors. Contractors are strongly encouraged to submit their best technical solutions and price in response to this solicitation.

The Government contemplates award of one (1) Firm Fixed Price Task Order; however, the Government reserves the right to make no award at all.

## **II. PHASED PROCUREMENT:**

The Government anticipates making a task order award using the NMACC multiple-award IDIQ contract. The Fair Opportunity Process outlined in FAR 16.505(b)(1) will be utilized. A three- phased approach to this procurement will be used to select a task order awardee. Phase 1, which consisted of distributing the draft specification to the NMACC contractors for review, has already been completed. Phase 2, Consideration of Non-Price: The NMACC contractors shall submit proposals demonstrating their ability to meet the Government's requirement. The criteria and process described in this announcement shall be used to determine which contractors shall move forward to Phase 3. Phase 3, Consideration of Price: The Government will request a price proposal from the contractors chosen to move forward to Phase 3. Award will be made to the lowest priced offer advanced to this phase.

### **III. SUBMISSION INSTRUCTIONS**

#### **SPECIFIC SUBMISSION REQUIREMENTS FOR PHASE 2:**

**CLOSING DATE: May 21, 2020 AT 2:00 P.M. local time (Seattle, WA)**

The completed proposal shall be submitted to Gabriel Perez, Contracting Officer, via email at [gabriel.d.perez@uscg.mil](mailto:gabriel.d.perez@uscg.mil) and [FDCC-PROPOSALS@uscg.mil](mailto:FDCC-PROPOSALS@uscg.mil). Each electronic submission must be less than 10MB; submissions greater than 10MB will not be received due to system limitations. Proposals must be prepared in accordance with these submission instructions, providing all required information in the format specified. Failure of a proposal to comply with the submission instructions contained in this task order announcement may be grounds for exclusion of the proposal from further consideration.

For the purposes of establishing timely receipt of proposals, the email submission for the proposal must be received by the Government prior to the closing date and time identified above.

All contractors have the option to opt-out of proposal submission. If the contractor decides to opt-out, the contractor shall submit a statement via email to [gabriel.d.perez@uscg.mil](mailto:gabriel.d.perez@uscg.mil) and [FDCC-PROPOSALS@uscg.mil](mailto:FDCC-PROPOSALS@uscg.mil) informing the Contracting Officer of the contractor's intent not to submit a proposal.

Page Limit for the ENTIRE Non-Price submission: **15 single-side pages**. Teaming agreements don't count against the page limitation.

At a minimum, the Contractor's Non-Price submission shall address the following:

1. Discuss the design and construction approach for each of the major scope items listed below. The discussion shall address the complexities/challenges/risks for the major scope items listed and the proposed mitigation strategy. The discussion shall also include the associated permitting for the major scope items:
  - A. Waterfront (to include the pier addition, modifications to existing pier, and associated utilities;
  - B. MWD Building;
  - C. Building 21;
  - D. Building 16;
  - E. Utility Work.
2. Provide a Phasing Plan/Approach to complete the entire scope of work (major scope items and associated site work) within the contract period of performance.

3. Describe the Contractor's established and/or proposed relationships with subcontractors and the contractor's plan to retain or expand these subcontractor relationships throughout the life of the project. Discuss management of multiple subcontractors. Higher Confidence may be assigned to Contractors that are able to provide Teaming Agreements with major subcontractors.

### **SPECIFIC SUBMISSION REQUIREMENTS FOR PHASE 3:**

#### **Only contractors selected to move forward to Phase 3 will submit price proposals.**

The Government will provide a minimum of 30 days to the contractors for development of price proposals after Phase 2. In addition, the Government will notify those contractors, selected to compete in Phase 3, of the closing date for receipt of these proposals. It is the contractor's responsibility to ensure sufficient time is provided for electronic submissions to be processed through the Government's electronic point of entry. The contractor shall acknowledge the solicitation and all amendments thereto.

#### **Price Proposal:**

The Government will request a price proposal from the contractors selected to move forward to Phase 3.

Complete all lines on the Price Proposal Form and send directly via email to [gabriel.d.perez@uscg.mil](mailto:gabriel.d.perez@uscg.mil) and [FDCC-PROPOSALS@uscg.mil](mailto:FDCC-PROPOSALS@uscg.mil).

The completed price proposal forms (attached) only shall be submitted via email. Price proposals must be prepared in accordance with these submission instructions, providing all required information in the format specified. Failure of a proposal to comply with the submission instructions contained in this task order announcement may be grounds for exclusion of the proposal from further consideration. Therefore, it is imperative that the contractor's proposed price shall accurately reflect the total of all Base Line Item(s).

Since adequate price competition is anticipated to determine price reasonableness by price comparison, contractors are not required to submit detailed cost or pricing data with their proposals. However, if after review of the price proposals, it is determined that there is not adequate price competition, other than cost and pricing data will be required. The Contracting Officer reserves the right to require submission of a detailed price breakdown or other additional information from one or more contractors, as required to both ensure that a fair opportunity has been offered to all contractors and to also ensure that the price is fair and reasonable.

**Proposal Acceptance Period:** The contractor shall mark its proposal valid from **120** calendar days from receipt of offer.

## **IV. BASIS OF AWARD**

### **Evaluation Factors.**

**Non Price Criteria:** The evaluation team will assess the quality of the proposals based on the contractor's understanding of the requirements, proposed plan/approach and likelihood of successful and timely performance of the task order with little or no Government intervention. A sound approach is one that addresses each of the major scope items (Waterfront (to include the pier addition, modifications to existing pier, and associated utilities) MWD Building, Building 21, Building 16, Utility Work). Proposals that demonstrate that the contractor has identified the challenges and risks associated with the major scope items and has developed mitigation strategies to manage those challenges/risks may receive a higher confidence rating. Proposals that identify the permitting required for the major scope items and provide detailed information on how the contractor will manage permitting to avoid interruptions or delays to contract performance may receive a higher confidence rating. Contractors which have Teaming Agreements with major subcontractors may receive a higher confidence rating.

**Price Factor:** The Government will evaluate the contractor's proposal for price reasonableness. The Government anticipates that there will be adequate competition to establish price reasonableness. The Government will evaluate the total price of the base item.

**Evaluation Process.** A phased approach to this procurement will be used to select a task order awardee.

#### **Phase 1.** Distribution of Draft Specification.

Phase 1 is an information only phase and involves no required contractor submission and no government evaluation.

**Phase 2.** Consideration of Non-Price: A quality assessment of proposals will be conducted to determine the contractors that will move forward to Phase 3. To make a determination of the most highly qualified in Phase 2, the Government shall evaluate proposals on the topics described above and assign a single combined rating.

**Phase 3.** Consideration of Price: The Government will request a price proposal from the contractors chosen to move forward to Phase 3. Price proposals will be evaluated for reasonableness of total evaluated price and award will be to the lowest-priced offer.

## **V. RATING SCHEME**

The Government will describe its level of confidence using the following ratings. A single confidence rating will be assigned to denote a determination of the level of quality of the proposal as a result of the evaluation factors in the manner discussed above for Phase 2.

**High Confidence** - The Government has **high confidence** that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract with **little or no** Government intervention.

**Some Confidence** - The Government has **some confidence** that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract with **some** Government intervention.

**Low Confidence** - The Government has **low confidence** that the Contractor understands the requirement, proposes a sound approach, and/or will be successful in performing the contract **even with** Government intervention.

## **VI. ADVANCEMENT PROCESS**

Advancement to Phase 3 will be determined as follows:

1. The Technical Evaluation Team will assign a single combined confidence rating of High Confidence, Some Confidence or Low Confidence to each contractor's proposal.
2. So long as there are at least three contractors scored with a High Confidence, only the High Confidence offers will proceed to Phase 3.
3. In the event that there are less than three contractors scored High Confidence, both the contractors in the Some Confidence and High Confidence ratings will advance to Phase 3.
4. In the event that there are less than two contractors scored in the Some Confidence and High Confidence ratings, the government reserves the option to either convert to a negotiated procurement or cancel the solicitation.

**PRICE PROPOSAL FORM**

**PROJECT NUMBER 7191498**  
**TASK ORDER ANNOUNCEMENT #: 70Z05020ROPCLA1**

**Base Item:** Design and construct facilities to homeport two Offshore Patrol Cutters (OPC) at Base Los Angeles/Long Beach (LA/LB) including a new MWD facility, warehouse modifications, Building 16 modifications, waterfront improvements, and associated site/utility work. Provide all labor, material, equipment, mobilization, demobilization, permitting, construction support, quality control services, and ancillary items required for site and waterfront development and construction.

**Design Price:** \$ \_\_\_\_\_

**Construction Price:** \$ \_\_\_\_\_

**TOTAL BASE ITEM:** \$ \_\_\_\_\_

Contractors that include language in their proposals containing conditions may be rejected.



**TOA# 70Z05020ROPCLA1**

**CONSTRUCT OPC HOMEPORT BASE LOS ANGELES/LONG BEACH**

**AMENDMENTS ACKNOWLEDGED:**

| Amendment No. | Date | Amendment No. | Date |
|---------------|------|---------------|------|
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|               |      |               |      |

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_