

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 60
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 17-Feb-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS IPT SERVICES PSC 455, BOX 195 FPO AP 96540-2937	CODE N40192	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N40192-16-R-0006	
		X	9B. DATED (SEE ITEM 11) 02-Feb-2016	
			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 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)				
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.) A. In accordance with FAR 52.252-3 Alterations in Solicitation (APR 1984), portions of this solicitation are altered as follows: 1. Paragraph C1.2.5 of Section C is modified. 2. Paragraph C3.3 of Section C is modified. 3. Paragraph C3.3.1 of Section C is modified. B. Notice 1 is provided in response to requests for information and is provided herein as Enclosure (1). Notice 1 is provided for INFORMATION ONLY. The solicitation remains unchanged unless it is amended in writing. C. Offerors shall acknowledge this amendment in Block 14 of the Standard Form 33 with their proposals. 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 17-Feb-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

DISCRIPTION / SPECIFICATIONS

C1.2.5 The CMSC shall be required to commence work under this contract immediately upon award of the task order by submitting to the Contracting Officer a list of qualified personnel for such services. The CMSC will be required to provide qualified personnel to start work within thirty (30) calendar days of receipt of the Task Order, to include security clearance and administrative processing. The Task Order shall be for a minimum of four (4) to a maximum of twelve (12) months of service, minimum of forty (40) hours to a maximum of fifty (50) hours per week.

C3.3 Restrictions on CMSC. The CMSC, its subsidiaries, and its affiliates shall not be permitted to compete for construction or design contracts covered by this construction management service contract or being performed at the same time and within the same area covered by the construction management service personnel. This is necessary to prevent real or perceived organizational conflicts of interest stemming from detailed knowledge about ongoing and planned projects that will be available to the CMSC, this provision is not subject to negotiation. The restrictions of this subsection will continue during the life of the contract and for one year following the expiration of the contract. The provisions of the following subparagraph will continue to apply after the expiration of this restriction.

C3.3.1 The work to be performed may create an actual or potential organizational conflict of interest on ongoing or future acquisitions. The CMSC, its subsidiaries, or affiliates that designed, prepared or assisted in the preparation of SOW, plans and specifications for a construction contract cannot provide the construction management services sought under this contract in relation to those construction contracts on which they provided design and specification preparation services unless such work is: 1) consistent with any organizational conflict of interest provisions in the contract under which such work was performed; and 2) performed under conditions that fully mitigate any potential organizational conflicts of interest. Design and specification preparation services include concept design, which includes preparation of project programming documents (DD1391), facility sitting studies, environmental assessments, or other activities that result in identification of project scope and cost. Offerors should refer to FAR subpart 9.5 - ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST and NFAS 5252.209-9300. Conflicts of interest arising from design work conducted prior to award of the CMSC may be subject to negotiation pursuant to FAR 9.506 if the contractor discloses the potential conflict prior to award and proposes an adequate plan to neutralize or mitigate the potential conflict.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

LISTS OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ENCLOSURE 1

Notice 1

2/17/2016

ENCLOSURE 1

NOTICE 1

PRE-PROPOSAL REQUESTS FOR INFORMATION AND RESPONSES

SOLICITATION N40192-16-R-0006

CONSTRUCTION MANAGEMENT SERVICES MULTIPLE AWARD CONTRACT

Question 1: Will the number of people extrapolated from the Contract Rate Schedule be required to work full time or is this the maximum number of people that might be required to accomplish the work?

Answer 1: No. This is an indefinite-quantity type contract. The quantities listed in the Contract Rate Schedule are estimates only and are not purchased by this contract.

Question 2: Do we need to provide resumes for so many people?

Answer 2: No. Resumes are not required or desired for this solicitation.

Question 3: When the Navy states, "Experienced Party will have meaningful involvement in the performance of the contract in order for the past performance information of the Experienced Party to be considered.", will the Navy allow a Subcontractor to be considered as an Experienced Party for the purpose of this acquisition as long as the Offeror describes the specific roles of the Experienced Party (Subcontractor) and includes a signed and dated contractual agreement or other relevant legal document creating a legal and binding obligation between the Experienced Party and the Offeror?

Answer 3: Yes. Refer to clause FAR 52.219-14 Limitations on Subcontracting as this is a small business set-aside procurement.

Question 4: Can the Government provide Exhibits A through E in Microsoft Word Format?

Answer 4: No.

Question 5: What is the page limitation for Factor 1?

Answer 5: The page limitation is one double-sided page or two single-sided pages for each project submitted. Refer to Section M for submission requirements.

Question 6: Please confirm that the Offeror may submit 5 projects minimum and 10 projects maximum for both the prime contractor and any team members provided a binding teaming agreement or contractual agreement which creates legal responsibility on the part of all team members is submitted.

Answer 6: Confirmed.

Question 7: Please confirm that if an Offeror currently holds a contract to provide design and specification services for NAVFAC it can be awarded one of the three (3) CMS contracts but cannot

provide CM services on projects for which it provided design and specification services (i.e. the other CMS contractors will be the only contractors allowed to provide CM services for those specific projects).

Answer 7: Confirmed.

Question 8: Can a 4 year bachelor's degree in Construction Management from an ACCE accredited program also be acceptable?

Answer 8: Yes, provided the program is from an accredited college or university.

Question 9: Can an engineer holding an H-1B visa qualify as a Permanent Resident?

Answer 9: No. A permanent resident is any person not a citizen of the United States who is residing in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant.

Question 10: "In the RFP under Exhibits A-E Contract Rate Schedule for the Base Periods and 4 option periods is the unit (months) used in Column H referring to Man Months? If so, would we base the Man Month rate using the maximum fifty (50) hours per week cited on the RFP under Part I, Section C, Paragraph C1.2.5?"

Answer 10: Yes.

Question 11: For the personnel categories identified in the RFP, does the scheduler, cost estimator, and BIM specialist have to be physically located on-site? Could these positions be located off-site and just travel to the site when required?

Answer 11: Personnel need not be located on site but must be able to travel to the site when required.

Question 12: The previous Basis of Evaluation for this contract in 2010 and typically all NAVFAC Service Contracts include a Factor for a Management Plan. The plan could include the organization, staffing/recruiting, management of the projects, quality control, reporting and previous experience/licensing on Guam. Focus areas could be on mitigating OCI with offered solutions. Will a Management Plan be part of the Basis of Evaluation?

Answer 12: No.

Question 13: In C1.2.5 the Government States, "The Task Order shall be for a minimum of four (4) to a maximum of twelve (12) months of service, maximum of fifty (50) hours per week." This section doesn't reflect the minimum or part time hours that may be required of specialists (BIM, Structures, etc.) under this contract. Can the Government provide the number of man-hours anticipated each year for each ELIN No A001 to A009?

Answer 13: Price proposal should reflect the general requirements and contract clauses in the contract.

Question 14: The unit of measure for ELIN No A001 to A009 each year is "months". How many man-hours does the government use in calculating a month?

Answer 14: The man-hours are estimated at a minimum of forty (40) hours to a maximum of fifty (50) hours per week.

(End of Summary of Changes)