

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO. 0013	3. EFFECTIVE DATE 14-Jul-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC SOUTHWEST SPECIALTY CONTRACTS CORE CODE RAQ30 1220 PACIFIC HWY, BLDG 127 SAN DIEGO CA 92132-5190	CODE N62473	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. N62473-16-R-0201	
		X	9B. DATED (SEE ITEM 11) 28-Apr-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 <u>1</u> 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.) Title: N62473-16-R-0201, Contract Labor Support for Professional Support Services for NAVFAC Southwest, San Diego, California The description of this Amendment continues on page 2. All other terms and conditions of this solicitation remain unchanged and in effect. 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 14-Jul-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0013

- 1. The purpose of Amendment 0013 is to change the following Contractor Support Position Descriptions in item 2 of Contractor Support Position Descriptions under Section C – Description and Specifications:**

FROM:

2.20 DRAFTING TECHNICIAN CONTRACTOR SUPPORT (DTCS), LEVEL I - The DTCS shall be available full time.

Experience Requirements - Each DTCS is in accordance with the Service Contract Act minimum wage rates. This position requires two year experience in AutoCAD 2010 and certificate in the Fundamentals of CAD design. It requires the ability to communicate engineering and architectural ideas and information through drawings, requires a practical knowledge of drafting methods and procedures and skill in the application of drafting techniques.

Major Duties -

- As an Engineering Draftsperson, task may include one or any combination of the following listed duties.
- Prepare drawings and sketches for new construction and alterations, and revises drawings to show "as built" conditions.
- Prepare drawings in a neat orderly, accurate, appropriately dimensioned, and logically arranged, utilizing the standard layers and methods of AutoCAD.
- Possess a working knowledge of techniques and special features of AutoCAD.
- Make mathematical computations using standardized tables and formulas.
- Possess working knowledge of symbols, terminology, and accepted standards used in architectural and engineering drawings.

Meetings - DTCS will be assigned to the IPTs in direct support of Design Managers; will attend meetings as requested and in a support role.

Updates - The DTCS shall be able to articulate status of assigned work including project issues and schedule information to team members, as required.

TO:

2.20 DRAFTING TECHNICIAN CONTRACTOR SUPPORT (DTCS), LEVEL I - The DTCS shall be available full time.

Experience Requirements - This position requires two year experience in AutoCAD 2010 and certificate in the Fundamentals of CAD design. It requires the ability to communicate engineering and architectural ideas and information through drawings, requires a practical knowledge of drafting methods and procedures and skill in the application of drafting techniques.

Major Duties -

- As an Engineering Draftsperson, task may include one or any combination of the following listed duties.
- Prepare drawings and sketches for new construction and alterations, and revises drawings to show "as built" conditions.
- Prepare drawings in a neat orderly, accurate, appropriately dimensioned, and logically arranged, utilizing the standard layers and methods of AutoCAD.
- Possess a working knowledge of techniques and special features of AutoCAD.
- Make mathematical computations using standardized tables and formulas.
- Possess working knowledge of symbols, terminology, and accepted standards used in architectural and engineering drawings.

Meetings - DTCS will be assigned to the IPTs in direct support of Design Managers; will attend meetings as requested and in a support role.

Updates - The DTCS shall be able to articulate status of assigned work including project issues and schedule information to team members, as required.

FROM:

2.4 PLANNING AND ENGINEERING TECHNICIAN CONTRACTOR SUPPORT (PETCS), LEVEL II

-The PETCS shall be available full time.

Experience Requirements – Each PETCS is in accordance with the Service Contract Act minimum wage rates. Required qualifications include a minimum of 4 years of experience as a construction inspector or tradesperson and shall have a basic understanding of engineering, architecture, or construction trades. The PETCS must be well versed in use and application of Microsoft Word and Excel, and knowledge of scheduling software is desirable. The PETCS shall have the ability to write and speak concisely and authoritatively.

Major Duties:

Technical Oversight Support– The PETCS shall be responsible for coordinating with team members and executing project scopes, schedules, and budgets for Category 3 and Category 4 work in conformance with the project and customer requirements. The PETCS shall be responsible for the minimization of project delays. The PETCS shall provide daily reports.

Technical Support – The PETCS shall provide sound recommendations in writing to resolve technical issues. The PETCS shall ensure that all work executed meets safety & environmental regulations.

Field Investigations – The PETCS shall perform field investigations, including the review of as-builts, to determine existing conditions, document findings, and provide a report to include a written summary of the observations, data collected, and photographs.

Data Collection – The PETCS shall collect all required data to provide recommendations, prepare documents, and/or review deliverables. The PETCS shall perform data collection/management to assist with the preparation of Cost Estimates, Schedules, Reports, RFP's, SOW's, and other Project Documentation to identify the condition of existing facilities and determine the needed maintenance, repairs, and/or improvements for Category 3 and Category 4 requirements. The PETCS shall prepare a written summary of findings following the data collection effort.

Cost Estimating – The PETCS shall prepare cost estimates including labor, travel requirements, material, and rental equipment, overhead, and other direct costs, for Category 3 and Category 4 work. Cost estimates shall be provided in Excel or Success, as required, with supporting documentation.

Preparation of Reports, Request for Proposals and/or Scopes of Work (SOW) – The PETCS shall prepare complete Reports, RFP and/or SOW documents in the required format, including all applicable attachments, for Category 3 and Category 4 work.

Coordination – The PETCS shall coordinate with the client, team members, leadership, project stakeholders, and various regulatory agencies. The PETCS shall coordinate with all stakeholders to arrange meetings, determine requirements, coordinate work flow processes, schedule/coordinate plans of action and milestones (POAM's), and inform all personnel. The PETCS shall prepare and maintain a project Communication Plan.

Technical Review – The PETCS shall review reports, designs, and project deliverables to ensure compliance with customer and RFP requirements. The PETCS shall provide written recommendations and comments.

Meetings – The PETCS shall participate in meetings with contractors, regulatory agencies, clients, and team members. The PETCS shall prepare agendas and meeting minutes, as required.

Updates – The PETCS shall provide updates on project status, including project issues, costs, and schedule information to team members, senior management, and other Federal or State jurisdictions, as required. The PETCS shall provide written project updates in the applicable database or document.

TO:

2.4 PLANNING AND ENGINEERING TECHNICIAN CONTRACTOR SUPPORT (PETCS), LEVEL II

-The PETCS shall be available full time.

Experience Requirements – Required qualifications include a minimum of 4 years of experience as a construction inspector or tradesperson and shall have a basic understanding of engineering, architecture, or construction trades. The PETCS must be well versed in use and application of Microsoft Word and Excel, and knowledge of scheduling software is desirable. The PETCS shall have the ability to write and speak concisely and authoritatively.

Major Duties:

Technical Oversight Support– The PETCS shall be responsible for coordinating with team members and executing project scopes, schedules, and budgets for Category 3 and Category 4 work in conformance with the project and customer requirements. The PETCS shall be responsible for the minimization of project delays. The PETCS shall provide daily reports.

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Meetings – The PETCS shall participate in meetings with contractors, regulatory agencies, clients, and team members. The PETCS shall prepare agendas and meeting minutes, as required.

Updates – The PETCS shall provide updates on project status, including project issues, costs, and schedule information to team members, senior management, and other Federal or State jurisdictions, as required. The PETCS shall provide written project updates in the applicable database or document.

FROM:

2.7 ENGINEERING TECHNICIAN CONTRACTOR SUPPORT (ETCS), LEVEL I – The ETCS shall be available full time.

Experience Requirements – Each ETCS is in accordance with the Service Contract Act minimum wage rates. Required qualifications include a minimum of 4 years of experience as a construction inspector or tradesperson and shall have a basic understanding of engineering, architecture, or construction trades. The ETCS shall hold a current CQM certificate or obtain one within six months of assignment; this certification requires 32 hours of training. The ETCS shall be intimately familiar with the EM 385-1-1, USACE Safety and Health Requirements Manual. The ETCS shall be able bodied, as the work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, reaching or similar activities; climbing upon ladders. The ETCS must be well versed in use and application of Microsoft Word and Excel, and knowledge of scheduling software is desirable. The ETCS shall have the ability to write and speak concisely and authoritatively.

Major Duties:

Construction Oversight Support – The ETCS shall assist government field personnel in reviewing, assessing, and resolving construction problems. The ETCS shall be responsible for coordinating with team members and executing project scopes, schedules, and budgets in conformance with the project and customer requirements. The ETCS shall be responsible for the minimization of project delays. The ETCS shall assist Government field personnel with the technical oversight of multiple construction contracts (normally medium to high risk). The ETCS shall assist field personnel in administering the Construction Quality Management program. The ETCS shall act as the government's quality assurance field representative. The ETCS shall help to ensure that contractor's daily reports are submitted in a timely manner. The ETCS shall assist Government personnel in assuring construction operations are performed in a safe manner in accordance with contract requirements and the regulations of other Governmental agencies having jurisdiction. The ETCS shall ensure that contractor's operations are in compliance with all related safety, health, and environmental requirements. The ETCS shall act in direct support of the construction manager, and may be requested to assist that position in performance of their duties not specifically outlined herein. The ETCS shall provide daily reports summarizing their efforts.

Technical Support – The ETCS shall use initiative, resourcefulness, and sound judgment in providing advice to Government personnel on quality assurance matters requiring knowledge of construction methods. The ETCS shall assist Government personnel by providing technical knowledge of local conditions, including the availability of construction materials and skilled labor. The ETCS shall coordinate with project designers and assist Government personnel with the development of solutions to complex technical problems. The ETCS shall provide written recommendations.

Field Investigations – The ETCS shall review on-site conditions and provide comments and make recommendations in writing for changes as necessary to Government personnel.

Data Collection – The ETCS shall collect all required data to provide recommendations, prepare documents, and/or review deliverables. The ETCS shall prepare a written summary of findings following the data collection effort.

Preparation of Documents – The ETCS shall generate daily inspection reports and make recommendation, as necessary. The ETCS shall prepare quality assurance reports when conditions warrant.

Coordination – The ETCS shall be the primary responsible party to coordinate street closures, utility outages, site access, phasing movements, base passes and security clearances. The ETCS shall assist Government personnel in coordinating construction operations with project stakeholders such as contractors, station personnel, clients, and other Government agencies. The ETCS shall prepare and maintain a Communication Plan.

Technical Review – The ETCS shall review plans and specifications to evaluate technical soundness and practicability from a construction management standpoint. The ETCS shall review various administrative and technical submittals. The ETCS shall review contractor correspondence and recommend an appropriate response. The ETCS shall provide written comments and recommendations for Government personnel. The ETCS shall annotate daily reports and document observations to correct inaccuracies.

Meetings – The ETCS shall be the Government representative at weekly Construction Quality Control meetings, and shall attend Preliminary and Initial quality control meetings as deemed necessary. The ETCS shall participate in Design Charrettes, Pre-construction Conferences, Partnering Sessions, Pre-Construction Meetings, and Quality Control Meetings. The ETCS shall prepare meeting minutes as necessary.

Updates – The ETCS shall provide updates on project status, including project issues, costs, and schedule information to team members, senior management, and other Federal or State jurisdictions, as required. The ETCS shall provide written updates in the applicable database or document.

TO:

2.7 ENGINEERING TECHNICIAN CONTRACTOR SUPPORT (ETCS), LEVEL I – The ETCS shall be available full time.

Experience Requirements – Required qualifications include a minimum of 4 years of experience as a construction inspector or tradesperson and shall have a basic understanding of engineering, architecture, or construction trades. The ETCS shall hold a current CQM certificate or obtain one within six months of assignment; this certification requires 32 hours of training. The ETCS shall be intimately familiar with the EM 385-1-1, USACE Safety and Health Requirements Manual. The ETCS shall be able bodied, as the work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, reaching or similar activities; climbing upon ladders. The ETCS must be well versed in use and application of Microsoft Word and Excel, and knowledge of scheduling software is desirable. The ETCS shall have the ability to write and speak concisely and authoritatively.

Major Duties:

Construction Oversight Support – The ETCS shall assist government field personnel in reviewing, assessing, and resolving construction problems. The ETCS shall be responsible for coordinating with team members and executing project scopes, schedules, and budgets in conformance with the project and customer requirements. The ETCS shall be responsible for the minimization of project delays. The ETCS shall assist Government field personnel with the technical oversight of multiple construction contracts (normally medium to high risk). The ETCS shall assist field personnel in administering the Construction Quality Management program. The ETCS shall act as the government's quality assurance field representative. The ETCS shall help to ensure that contractor's daily reports are submitted in a timely manner. The ETCS shall assist Government personnel in assuring construction operations are performed in a safe manner in accordance with contract requirements and the regulations of other Governmental agencies having jurisdiction. The ETCS shall ensure that contractor's

operations are in compliance with all related safety, health, and environmental requirements. The ETCS shall act in direct support of the construction manager, and may be requested to assist that position in performance of their duties not specifically outlined herein. The ETCS shall provide daily reports summarizing their efforts.

Technical Support – The ETCS shall use initiative, resourcefulness, and sound judgment in providing advice to Government personnel on quality assurance matters requiring knowledge of construction methods. The ETCS shall assist Government personnel by providing technical knowledge of local conditions, including the availability of construction materials and skilled labor. The ETCS shall coordinate with project designers and assist Government personnel with the development of solutions to complex technical problems. The ETCS shall provide written recommendations.

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Coordination – The ETCS shall be the primary responsible party to coordinate street closures, utility outages, site access, phasing movements, base passes and security clearances. The ETCS shall assist Government personnel in coordinating construction operations with project stakeholders such as contractors, station personnel, clients, and other Government agencies. The ETCS shall prepare and maintain a Communication Plan.

Technical Review – The ETCS shall review plans and specifications to evaluate technical soundness and practicability from a construction management standpoint. The ETCS shall review various administrative and technical submittals. The ETCS shall review contractor correspondence and recommend an appropriate response. The ETCS shall provide written comments and recommendations for Government personnel. The ETCS shall annotate daily reports and document observations to correct inaccuracies.

Meetings – The ETCS shall be the Government representative at weekly Construction Quality Control meetings, and shall attend Preliminary and Initial quality control meetings as deemed necessary. The ETCS shall participate in Design Charrettes, Pre-construction Conferences, Partnering Sessions, Pre-Construction Meetings, and Quality Control Meetings. The ETCS shall prepare meeting minutes as necessary.

Updates – The ETCS shall provide updates on project status, including project issues, costs, and schedule information to team members, senior management, and other Federal or State jurisdictions, as required. The ETCS shall provide written updates in the applicable database or document.

2. The purpose of Amendment 0013 is to also revise Section C – Description and Specifications as follows:

FROM:

3.12 - Productive Direct Labor Hours - The Contractor shall charge the Government only for “Productive Direct Labor Hours”. “Productive Direct Labor Hours” are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty and military leave. If a Contractor employee is prevented from performance of work as a result of an act of God (hurricane, flooding) or an Executive Order resulting in an administrative leave determination applying to the using activity, Contractor shall comply with Section H, paragraph 17.h It is anticipated that the majority of the Contractor employees will be full-time. Full-time employee is defined as 40 hours per week. Part time employees may be required under this contract, and will be identified in the Task Order. The part-time employees cannot exceed the full-time equivalent hours provided.

TO:

3.12 - Productive Direct Labor Days - The Contractor shall charge the Government only for “Productive Direct Labor Days”. “Productive Direct Labor Days” are defined as those days expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty and military leave. If a Contractor employee is prevented from performance of work as a result of an act of God (fire, flood, earthquake, etc.) or an Executive Order resulting in an administrative leave determination applying to the using activity, Contractor shall comply with Section H, paragraph H.17. The majority of the Contractor employees are anticipated to be full-time, defined as 40 hours per week, eight hours per day. A Productive Direct Labor Day under this paragraph is 8 hours in length. The Contractor may be required to provide employees on a part time basis; the need for part time employees will be identified at the Task Order level. Both the Government and Contractor’s goal is to maintain Full Production Presence (see definition below) cumulatively during the entire Task Order period of performance. The Contractor is expected to operate at full performance with a +/- 5% variance in performance presence. Contractor will be rated positively for production presence if the target goal is met or exceeded. If the production presence rate falls below 95% there will be a proportional adjustment in contract price. The calculation will be based on the daily rate outside of the range. The Contractor shall not be allowed adjustment in contract price for production presence above 105% unless previously approved by the KO.

Full Production Presence means that, during the period or term that the services of individual Contractor personnel are ordered under the task order, the total number of Productive Direct Labor Days expended on the job by individual personnel shall be not less than 95% nor more than 105% than the total number of weekdays (Monday thru Friday) which fall during that term or period. In calculating Full Production Presence, individual weekdays (each day, Monday thru Friday) shall be considered to be 8 hours in length and fractional numbers of hours or days calculated shall be rounded up (or down) to the next whole hour or day, as applicable.

Example (for a single contractor employee to be provided for the entire duration of a Task Order):

Term of the Task Order: 1 March 2016 – 30 June 2016

Total number of weekdays falling within the term of the Task Order: 87 weekdays

$87 \times 95\% = 82.65$, rounding up to 83

$87 \times 105\% = 91.35$, rounding down to 91

If during the period of the task order the employee has expended less than (in this example) 83 Productive Direct Labor Days performing services for the Government, the Contractor has failed to maintain a Full Production Presence such that the Government may be entitled to a proportional downward adjustment in contract price (based on the amount by which the employee’s actual presence falls short of the required Full Production Presence) and the contractor’s performance shortfall may appropriately be documented for the record. Contractor personnel shall not expend any Productive Direct Labor Days in excess of those amounting to the required Full Production Presence (in this example, more than 91 Productive Direct Labor Days) without first obtaining the express written authorization of the Government Contracting Officer; Contractor shall NOT be entitled to any increase in contract price for any Government-authorized work performed in excess of the Full Production Presence required by a task order.

FROM:

3.15.2 Contractor Personnel Hiring - Resumes submitted by potential candidates shall be reviewed by the Contractor for accuracy and compatibility with the vacancy, and submitted to the Government via Resume Summary Sheet. The sheet is intended to provide formatting consistency, salient points of the candidate’s qualifications, and Contractor’s certification that the best qualified candidate is being submitted for consideration. The Resume Summary Sheet shall be signed by the potential candidate with a statement indicating that the information contained therein is true and accurate.

If the stated experience in the resume does not match the actual performance of the Contractor employee on the job, the COR shall refer the issue to the KO for resolution. If warranted, the Contractor employee shall be

released on the date designated by the KO in accordance with the provisions of the contract. The decision of the KO shall be final and no due process procedures are required.

TO:

3.15.2 Contractor Personnel Hiring - Resumes submitted to the Contractor by potential candidates shall be screened and vetted by the Contractor to ensure the candidate meets the requirements stipulated in the contract. When a qualified candidate is identified, the Contractor shall submit the candidate using the Certification Statement form in Attachment J-04 for KO inspection. The KO or his or her designated representative will make a determination whether the offered candidate meets the requirements of the contract. The KO's contract compliance determination respecting workers proffered by the Contractor is not a hiring decision by the Government and shall not be construed as such; it does not afford a prospective worker (Contractor employee or prospective employee) any due process rights that might accrue to applicants for Government employment (i.e., to a Government employee or prospective Government employee).

The Certification of Statement form is signed by both the candidate and the contractor's executive agent certifying that the qualifications and work experience as true and correct, and requirements of the contract are met. The contractor is expected to propose fully qualified candidates in accordance with the terms of the contract since the screening and vetting rests entirely on the contractor, this area is evaluated throughout each Task Order period of performance.

If the actual performance of the Contractor employee on the job is not consistent with the signed certification statement, the COR shall refer the issue to the KO for resolution. If warranted, the Contractor employee shall be released on the date designated by the KO in accordance with the provisions of this contract.

3. The purpose of Amendment 0013 is to add paragraph 2.20 Contractor's Safety Requirement to Section C – Description and Specifications as follows:

2.20 Contractor's Safety Requirements: The Government Contracted employees, as stated previously, on this Contract, shall have completed the OSHA 10-Hour Training for General Industry prior to the individuals' report date. Submit a copy of the certification and/or completed training to the KO and COR on the day of arrival to the position. Once received, the personnel shall keep on their person an ISEI wallet card. The SSO shall ensure that all technicians, tradesmen and workers performing maintenance and services on this Task Order meet this requirement.

4. The purpose of Amendment 0013 is to also revise Section H – Special Contract Requirements as follows:

FROM:

H.17 HOLIDAYS

(a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Last Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor employee is prevented from performance as the result of an act of God (i.e. hurricanes, flooding) or an Executive Order resulting in an administrative leave determination applying to the using activity, the Contractor shall notify the KO or the COR immediately to ensure lost time is minimized, and the time sheet hours submitted are consistent. The Contractor has the burden of proof to show the KO the reasonable hours that may be charged as direct cost.

TO:

H.17 HOLIDAYS

(a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Last Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor employee is prevented from performance as the result of an act of God (i.e. fires, floods, earthquakes, etc.) or an Executive Order resulting in an administrative leave determination applying to the using activity, the Contractor shall notify the KO or the COR immediately to ensure lost time is minimized. The Contractor has the burden of proving that it minimized loss time due to acts of God or Executive Orders of the type aforementioned.

- The purpose of Amendment 0013 is to also provide further guidance regarding Attachment J-08 Burdened Rate Breakout. Amendment 0011 deleted Attachment J-08 Burdened Rate Breakout in its entirety. Attachment J-08 Burdened Rate Breakout will not be replaced and is completely removed from the solicitation. All previous references to J-08 Burdened Rate Breakout are hereby deleted, including RFI questions and answers.**
- The purpose of Amendment 0013 is to also provide a new Attachment J-07 IDIQ ELINS as follows:**

DELETE Attachment J-07, IDIQ ELINS of Section J- Document, Exhibits, and Other Attachments in its entirety.

ADD a revised version of Attachment J-07 IDIQ ELINS of Section J- Document, Exhibits, and Other Attachments.

7. **The purpose of Amendment 0013 is to also delete Section J Documents, Exhibits and Other Attachments Table of Contents in its entirety and replace with the new attachment Section J Documents, Exhibits, and Other Attachments Table of Contents.**
8. **The purpose of Amendment 0013 is to also revise Section L – Instructions, Conditions and Notifications to Bidders as follows:**

FROM:

L.6 PROPOSAL FORMAT/SUBMISSION REQUIREMENTS

(h) Your proposal should be presented as follows:

VOLUME #1 – TECHNICAL PROPOSAL –

(1) Cover Letter (1 page limit)

(2) Technical Proposal

Tab A - Section J, Attachment J-10 **(9 page limit)**

Recent Relevant Experience Project Data Sheets

Tab B - Section J, Attachment J-11 **(9 page limit for Past Performance Questionnaire. No page limit for CPARS evaluations)**

Past Performance Questionnaires and/or copies of CPARS evaluations

Tab C - Safety & Data Narrative **(3 page limit)**

VOLUME #2 – PRICE PROPOSAL –

(1) Cover Letter (1 page limit)

(2) Price Proposal

Tab A - Signed Proposal SF-33

Tab B - Section J, Attachment J-07

IDIQ ELINS Worksheets for Base and Option Periods

Tab C - Section J, Attachment J-08

Breakout of Burdened Rate Costs

Tab D - Section J, Attachment J-12

Financial Questionnaire

Tab E - Section J, Attachment J-14

Professional Employee Compensation Plan

Tab F - Section J, Attachment J-15

Pre-Award Contractor Self-Performance Certification

Tab G – SAM Registration **(1 page limit)**

VOLUME #1 (BINDER 1) - TECHNICAL PROPOSAL -

(a) General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number (DUNS), CAGE

Code, and Tax Identification Number (TIN) of the Offeror. In addition, it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, the names, titles, and signatures of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(b) File naming of proposal information: The file naming convention of Volume #1 (Binder 1) - Technical Proposal - shall include:

- Tab A - Section J, Attachment J-10 (**9 page limit**)
Recent Relevant Experience Project Data Sheets
- Tab B - Section J, Attachment J-11 (**9 page limit for Past Performance Questionnaire. No page limit for CPARS evaluations**)
Past Performance Questionnaires and/or copies of CPARS evaluations
- Tab C - Safety and Data Narrative (**3 page limit**)

Two (2) CDROMs of all data in Volume 1
Five (5) paper copies of all data in Volume 1

VOLUME #2 (BINDER 2) - PRICE PROPOSAL -

(a) General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number (DUNS), Cage Code, and Tax Identification Number (TIN) of the Offeror. In addition, it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, the names, titles, and signatures of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(b) File naming of proposal information: The file naming convention of Volume #2 (Binder 2) - Price Proposal - shall be as follows:

VOLUME 2 (BINDER 2) - PRICE PROPOSAL

Cover Letter

FACTOR 4 – PRICE

- Tab A - Signed Standard Form (SF) 33 (Solicitation, Offer and Award)
- Tab B - Section J, Attachment J-07, IDIQ ELINS Worksheets
- Tab C - Section J, Attachment J-08, Breakout of Burdened Rate Costs
- Tab D - Section J, Attachment J-12, Financial Questionnaire
- Tab E - Section J, Attachment J-14, Professional Employee Compensation Plan
- Tab F - Section J, Attachment J-15, Pre-Award Contractor Self-Performance Certification
- Tab G – SAM Registration (**1 page limit**)

One (1) CDROM of all data in Volume 2
Two (2) paper copies of all data in Volume 2

TO:

L.6 PROPOSAL FORMAT/SUBMISSION REQUIREMENTS

(h) Your proposal should be presented as follows:

VOLUME #1 – TECHNICAL PROPOSAL –**(1) Cover Letter (1 page limit)****(2) Technical Proposal**

Tab A - Section J, Attachment J-10 **(9 page limit)**

Recent Relevant Experience Project Data Sheets

Tab B - Section J, Attachment J-11 **(9 page limit for Past Performance Questionnaire. No page limit for CPARS evaluations)**

Past Performance Questionnaires and/or copies of CPARS evaluations

Tab C - Safety & Data Narrative **(3 page limit)**

VOLUME #2 – PRICE PROPOSAL –**(1) Cover Letter (1 page limit)****(2) Price Proposal**

Tab A - Signed Proposal SF-33

Tab B - Section J, Attachment J-07

IDIQ ELINS Worksheets for Base and Option Periods

Tab C - Section J, Attachment J-12

Financial Questionnaire

Tab D - Section J, Attachment J-14

Professional Employee Compensation Plan

Tab E - Section J, Attachment J-15

Pre-Award Contractor Self-Performance Certification

Tab F – SAM Registration **(1 page limit)**

VOLUME #1 (BINDER 1) - TECHNICAL PROPOSAL -

(a) General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number (DUNS), Cage Code, and Tax Identification Number (TIN) of the Offeror. In addition, it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, the names, titles, and signatures of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(b) File naming of proposal information: The file naming convention of Volume #1 (Binder 1) - Technical Proposal - shall include:

Tab A - Section J, Attachment J-10 **(9 page limit)**

Recent Relevant Experience Project Data Sheets

Tab B - Section J, Attachment J-11 **(9 page limit for Past Performance Questionnaire. No page limit for CPARS evaluations)**

Past Performance Questionnaires and/or copies of CPARS evaluations

Tab C - Safety and Data Narrative **(3 page limit)**

Two (2) CDROMs of all data in Volume 1

Five (5) paper copies of all data in Volume 1

VOLUME #2 (BINDER 2) - PRICE PROPOSAL -

(a) General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number (DUNS), Cage Code, and Tax Identification Number (TIN) of the Offeror. In addition, it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, the names, titles, and signatures of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(b) File naming of proposal information: The file naming convention of Volume #2 (Binder 2) - Price Proposal - shall be as follows:

VOLUME 2 (BINDER 2) - PRICE PROPOSAL

Cover Letter

FACTOR 4 – PRICE

Tab A - Signed Standard Form (SF) 33 (Solicitation, Offer and Award)

Tab B - Section J, Attachment J-07, IDIQ ELINS Worksheets

Tab C - Section J, Attachment J-12, Financial Questionnaire

Tab D - Section J, Attachment J-14, Professional Employee Compensation Plan

Tab E - Section J, Attachment J-15, Pre-Award Contractor Self-Performance Certification

Tab F – SAM Registration (**1 page limit**)

One (1) CDROM of all data in Volume 2

Two (2) paper copies of all data in Volume 2

FROM:

L.9 PROFESSIONAL EMPLOYEES

(a) In accordance with FAR Section 22.1102, “professional employee,” as used in this subpart, means any person meeting the definition of “employee employed in a bona fide. . . professional capacity” given in 29 CFR 541. The term embraces members of those professions having a recognized status based upon acquiring professional knowledge through prolonged study. Examples of these professions include accountancy, actuarial computation, architecture, dentistry, engineering, law, medicine, nursing, pharmacy, the sciences (such as biology, chemistry, and physics, and teaching). To be a professional employee, a person must not only be a professional but must be involved essentially in discharging professional duties.

(b) In accordance with FAR Section 22.1103 and FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993), all professional employees shall be compensated fairly and properly. This provision requires that offerors submit for evaluation a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Plans indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.

(c) Section J, Attachment J-08, Breakout of Burdened Rate Costs will be used in evaluating proposals for price realism.

TO:

L.9 PROFESSIONAL EMPLOYEES

(a) In accordance with FAR Section 22.1102, “professional employee,” as used in this subpart, means any person meeting the definition of “employee employed in a bona fide. . . professional capacity” given in 29 CFR 541. The term embraces members of those professions having a recognized status based upon acquiring professional knowledge through prolonged study. Examples of these professions include accountancy, actuarial computation, architecture, dentistry, engineering, law, medicine, nursing, pharmacy, the sciences (such as biology, chemistry, and physics, and teaching). To be a professional employee, a person must not only be a professional but must be involved essentially in discharging professional duties.

(b) In accordance with FAR Section 22.1103 and FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993), all professional employees shall be compensated fairly and properly. This provision requires that offerors submit for evaluation a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Plans indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.

(c) Section J, Attachment J-07, IDIQ ELINS will be used in evaluating proposals for price realism.

9. The purpose of Amendment 0013 is to also revise Section M – Evaluation Factors for Award as follows:

FROM:

FACTOR 4: PRICE

(a) Solicitation Submittal Requirements: The Offeror shall complete and submit the following in the order shown below:

- Tab A - Signed Standard Form (SF) 33 (Solicitation, Offer and Award)
- Tab B - Section J, Attachment J-07, IDIQ ELINS Worksheets
- Tab C - Section J, Attachment J-08, Breakout of Burdened Rate Costs
- Tab D - Section J, Attachment J-12, Financial Questionnaire
- Tab E - Section J, Attachment J-14, Professional Employee Compensation Plan
- Tab F - Section J, Attachment J-15, Pre-Award Contractor Self-Performance Certification

(b) Basis of Evaluation - The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

TO:

FACTOR 4: PRICE

(a) Solicitation Submittal Requirements: The Offeror shall complete and submit the following in the order shown below:

- Tab A - Signed Standard Form (SF) 33 (Solicitation, Offer and Award)
- Tab B - Section J, Attachment J-07, IDIQ ELINS Worksheets
- Tab C - Section J, Attachment J-12, Financial Questionnaire
- Tab D - Section J, Attachment J-14, Professional Employee Compensation Plan
- Tab E - Section J, Attachment J-15, Pre-Award Contractor Self-Performance Certification
- Tab F – SAM Registration (**1 page limit**)

(b) Basis of Evaluation - The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

10. All Requests for Information (RFI's) questions received to date have been answered. However, based on significant changes issued via Amendment, the RFI due date has been extended. Please submit RFI's (via Attachment J-13 RFI Form) no later than July 19, 2016 at 4:00 PM local time in writing via email to Jennifer McGuire. The email address for Jennifer McGuire is as follows: jennifer.l.mcguire@navy.mil RFI's not submitted by July 19, 2016 at 4:00 PM local time will NOT be answered. All RFI's shall be submitted under separate email from any other solicitations. Do not comingle solicitation RFI's under one email.

11. Offerors shall state their acknowledgment of the Amendment when submitting proposals.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:
SEC J REV 3 TABLE OF CONTENTS

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
ATTACHMENT NUMBER	ATTACHMENT TITLE

J-01	Acronyms & Definitions
J-02	SCA Wage Determinations
J-03	General References, Instructions and Directives
J-04	Forms and Reports
J-05	Government Furnished Mandatory Training
J-06	Historical Data
J-07	IDIQ ELINS
J-08	Intentionally left blank
J-09	Performance Assessment Report
J-10	Recent Relevant Experience Project Data Sheets
J-11	Past Performance Questionnaire
J-12	Financial Questionnaire
J-13	RFI Form
J-14	Professional Employee Compensation Plan
J-15	Pre-Award Contractor Self-Performance Certification
J-16	Safety
J-17	Job Description/Location Historical Data

(End of Summary of Changes)