

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE 21-Jul-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAFAC 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 21-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 0014

1. **The purpose of Amendment 0014 is to provide a new attachment to J-04 Forms and Reports. This attachment is: Contractor Certification Statement for Hiring of Qualified Candidate.**
2. **The purpose of Amendment 0014 is to also to delete section F.9 Liquidated Damages from Section F – Deliveries or Performance in its entirety.**
3. **The purpose of Amendment 0014 is also to delete the following clauses in their entirety from Section E – Inspection and Acceptance: 5252.246-9303 Consequences of Contractor’s Failure to Perform Required Services (Oct 204) and 5252.246-9304 Estimating the Price of NonPerformed or Unsatisfactory Work (Oct 2004).**
4. **The purpose of Amendment 0014 is also to delete the following clause in its entirety from Section I – Contract Clauses: 52.211-11 Liquidated Damages – Supplies, Service, or Research and Development (Sep 2000).**
5. **The purpose of Amendment 0014 is to also revise Section C – Description and Specifications as follows:**

FROM:

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 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-Unauthorized work performed in excess of the Full Production Presence required by a task order.

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. The Contractor's requirement 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 requisite target 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.

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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 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.

6. The purpose of Amendment 0014 is to also provide questions and answers:

QUESTION 1: Will there be any requirements for Overtime? If so, how should we present that on Attachment J-07? In particular, we will be liable for overtime pay as such cases arise of non-exempt employees from the Fair Labor Standards Act (FLSA).

ANSWER 1: There is no overtime requirement as it has been deleted from this contract. Please see Amendment 0013, revision to Section C – Description and Specifications, paragraph 3.12- Productive Direct Labor Days for clarification regarding Full Production Presence. Straight-time labor is based on a 40 hour work week.

QUESTION 2: How will a proportional adjustment (reduction) in contract price be applied if the production presence for a given Contractor employee falls below the 95% threshold and when will it take effect? Cumulatively, this can only be measured after a Task Order period has expired.

ANSWER 2: This will be tracked via monthly invoice submission and an adjustment (reduction) will be made at Task Order completion. Please note – there will be no adjustment (upward), as stated in Section C – Description and Specifications, paragraph 3.12- Productive Direct Labor Days, without first obtaining the express written authorization of the Government Contracting Officer.

QUESTION 3: Would the proportional adjustment only apply to the Proposed Fully Burdened Daily Rate for the “affected” employee, or to all others priced within the same labor category?

ANSWER 3: The adjustment (reduction) would apply to the entire Task Order value.

QUESTION 4: Subject to KO approval (to exceed 105%), can we assign substitute, qualified staff to make-up the full production presence for a given Contractor employee to meet the 95% threshold, where the latter falls short?

ANSWER 4: This will be discussed on a case by case basis; however substitution of employees will follow the same requirement as prescribed in Amendment 0013, Section C – Description and Specifications, paragraph 3.15.2 – Contractor Personnel Hiring.

QUESTION 5: Pursuant to the Service Contract Act, as amended, we may be liable to provide for leave(s) which hours may exceed 100 (i.e. greater than the 5% variance allotted for full production presence). Will the Government consider lowering the 95% threshold to 92% to accommodate the law (i.e. Wage Determinations)?

ANSWER 5: No, the solicitation requirement remains unchanged.

QUESTION 6: Upon award, prior to/during the Orientation Briefing (i.e. kick-off meeting), in addition to securing the certified list of incumbent employees, will the KO also obtain and furnish attendance records, relative to the new requirement in Section 3.12?

ANSWER 6: No, we have no privity of previous contractor employment records.

QUESTION 7: Pursuant to Section C, 2.20 will the Government allow recovery of costs for the OSHA 10-Hour Training, as ODC's?

ANSWER 7: No, the Government Contracted employees shall have completed the OSHA 10-Hour Training for General Industry prior to the individuals' report date.

QUESTION 8: Can the government identify which positions will need to meet the requirements of Section C paragraph 2.20 "Contractors Safety Requirements". Can the government provide clarification as to whether only certain positions must meet these requirements or if all positions are subject to requirement.

ANSWER 8: All positions are subject to the requirement.

QUESTION 9: Can the government provide a copy of the Certification Statement Form mentioned in Amendment 13 - 3.15.2?

ANSWER 9: Yes. See Amendment 0014, Attachment J-04, Contract Certification Statement for Hiring of Qualified Candidate for Contract Labor Support.

QUESTION 10: What is the deadline for submittal of proposals? Amendment 13 states that the deadline to submit RFIs has been extended to July 19, 2016 at 4:00PM; however, it does not state what is the new deadline for submitting proposals.

ANSWER 10: Amendment 0013 did not change the proposal due date, see block 11. Amendment 0013 stated all other terms and conditions of this solicitation remain unchanged and in effect. See Amendment 0012 for proposal due date.

QUESTION 11: Will the government allow billing of the 10 hours for OSHA training per candidate accepted as required by Section C paragraph 2.20 "Contractors Safety Requirements".

ANSWER 11: No, the Government Contracted employees shall have completed the OSHA 10-Hour Training for General Industry prior to the individuals' report date.

QUESTION 12: Will the government allow billing under ODCs of the cost for OSHA training per candidate accepted as required by Section C paragraph 2.20 "Contractors Safety Requirements".

ANSWER 12: No, the Government Contracted employees shall have completed the OSHA 10-Hour Training for General Industry prior to the individuals' report date.

- 7. The deadline for submission of Requests for Information (RFI's) has expired and all RFI's received to date have been answered.**
- 8. As stated in Amendment 0012, the proposal due date is July 27, 2016 at 2:00 PM local time. The proposal due date is not extended by this Amendment. All proposals submitted for this solicitation shall be submitted in adherence to all RFP requirements and must be submitted under separate cover, i.e. in a separate box, from any other RFP submissions.**
- 9. Offerors shall state their acknowledgment of the Amendment when submitting proposals.**

SECTION E - INSPECTION AND ACCEPTANCE

The following have been deleted:

5252.246-9303	Consequences of Contractor's Failure to Perform Required Services	OCT 2004
5252.246-9304	Estimating the Price of Nonperformed or Unsatisfactory Work	OCT 2004

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
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SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:
CONTRACTOR CERTIFICATION

ATTACHMENT J-04

**CONTRACTOR CERTIFICATION STATEMENT for Hiring of Qualified Candidate
for NAVFAC Southwest Labor Contract Support**

Name of Candidate

Position Proposed

- Education requirements per contract met.
- Qualified to perform the Task order requirements.
- U.S. Citizen or legal Resident/Work Permit Holder
- License and Professional certifications met
- Completed OSHA 10 Baseline, pre-employment requirement per contract.
- Personal Laptop and Air Card (If applicable until Common Access Card is issued), Mobile telephone (Safety requirement)
- Rapid Gate Pass or Monthly Base Access, available upon report date.
- IA Awareness Training certificate completed by report date.
- Urinalysis/Drug Screening per contract requirement, completed upon report date.

"I hereby certify that above information is true and accurate, and meets the requirements of N62473-XX-XXXX. Furthermore, I understand that certifying false, incorrect or inaccurate information is not in accordance with the provisions of the contract and could subject me to adverse contract evaluation and or actions."

Contractor Executive Agent Signature and Date

Candidate Signature and Date

Printed Name

Printed Name of Candidate

Title of above Signatory /Company Name

(End of Summary of Changes)