

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   5</b>
2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>07-Jul-2015</b>	4. REQUISITION/PURCHASE REQ. NO. N6100815RCP0001	5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE <b>N68836</b> NAVSUP FLC JACKSONVILLE CONTRACTS DIV MAYA MAXIES-CLEMONS 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		<input checked="" type="checkbox"/> X	9A. AMENDMENT OF SOLICITATION NO. <b>N68836-15-T-0151</b>	
		<input checked="" type="checkbox"/> X	9B. DATED (SEE ITEM 11) <b>10-Jun-2015</b>	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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.)  The purpose of this amendment is to revise FAR Clause 52.212-2, Factor 2 - Past Performance. Factor 2 - Past Performance will state "Offerors shall" vice "Offerors can". The submission date for proposals has not changed.  All other terms and conditions remain unchanged.				
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  <b>07-Jul-2015</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government intends to award a firm fixed price contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award will be made to the Offeror that is determined to be lowest price technically acceptable (LPTA).

**Note:** "Pursuant to 20 USC 107 and 34 CFR 395.33, a Randolph-Sheppard Act (RSA) State Licensing Agency (SLA) that submits an offer will be granted a priority in the source selection. If an SLA submits an offer that is in the competitive range, the contracting officer may initiate discussions solely with the SLA for the purpose of facilitating an award to the SLA without further consideration of the other offerors. An SLA is eligible for award without regard to small business size status."

(b) Evaluation of Technical Acceptability. The Government will evaluate Technical Quotes on the basis of the following sub-factors: Technical Capability and Approach, Staffing Plan and Management/Quality Control Plan. For evaluation purposes, an "Acceptable" or "Unacceptable" rating will be assigned to each sub-factor as described in the table below.

**For a technical quote to be "Technically Acceptable," all sub-factors shall be rated "Acceptable." A rating of "Unacceptable" for any sub-factor will render the Offeror's quote "Technically Unacceptable". A rating of "Unacceptable" for any sub-factor will render the Offeror ineligible for contract award.**

Technical Acceptability Evaluation Ratings	
Rating	Description
Acceptable	Technical Quote clearly meets the minimum requirements of the solicitation.
Unacceptable	Technical Quote does not clearly meet the minimum requirements of the solicitation.

**Factor 1 – Technical Acceptability:**Sub-factor 1: Technical Capability and Approach

The Contractor shall describe their technical capabilities and approach in meeting the requirements set forth in the Performance Work Statement (PWS). The Offeror must provide a comprehensive and detailed approach to perform, manage and administer performance on the contract. The Contractor's technical capabilities and approach must indicate their ability to meet or exceed all the specifications listed in the PWS. The Contractor shall describe the qualifications and expertise of their firm with regard to the types of services required in the PWS.

Further, technical capability and approach will be determined solely on the content and merit of the information submitted in response to the solicitation. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's technical capabilities and approach.

Sub-factor 2: Staffing Plan and Key Personnel

The Contractor shall furnish managerial, administrative and direct labor personnel necessary for accomplishing all work required by the Performance Work Statement (PWS). The quote must provide a comprehensive and detailed approach to staffing to demonstrate the capability of having qualified staff in place at the time of contract award. Technical quotes shall identify the labor mix that will be used to perform the work required by the PWS. Proposed labor categories will be evaluated to ensure that there is a clear understanding of the requirements and that the labor category is qualified to perform the requirements. The Contractor shall provide information that leaves little doubt to the Government that the Contractor has the expertise and key personnel to provide uninterrupted service during the period of performance of this contract.

The Offeror shall provide resumes for all required key personnel that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. The resumes shall demonstrate that the proposed candidates meet or exceed the required educational and/or experience levels identified in the PWS. Resumes are limited to five (5) pages per proposed employee. Resumes for key personnel will not count against page count for Technical Proposal. Offerors shall submit resumes for employees proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS. The Project Manager, Assistant Project Manager, Cash Collection Agent, Bulk Storeroom Custodian and Records Keeper are considered key personnel.

#### Sub-factor 3: Management/Quality Control Plan

The Contractor shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. Contractors shall therefore prepare a Management/Quality Control Plan. The plan shall, at a minimum, discuss the Contractor's overall approach and procedures for evaluating each major service area contained in the PWS, communicating with the Government, resolving deficiencies, and identifying potential improvements. The Management/Quality Control Plan shall address the Offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This includes lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Offeror must also address what role, if any, any proposed subcontractors will play, their relationship with the prime contractor, and how their work will be managed. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

#### **Factor 2 - Past Performance:**

Offerors shall provide information (Name of company, contract number, contract type, contract amount, contract period of performance and description of service) on up to three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years from the closing date of this solicitation. If the Offeror has not had three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the solicitation. For each of the three (3) contracts provided as a reference, the Offeror shall provide all of the information specified in this solicitation.

Offerors shall provide up to three (3) Past Performance Surveys (see attached Past Performance Survey) involving work similar in nature to that required by this solicitation either currently being performed and/or having been completed within the past three (3) years from the closing date of this solicitation are submitted by individuals completing the questionnaire prior to the solicitation close date to the contract specialist. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be supplied. Offerors can provide other information that may be relevant in determining past performance history for the same or similar work.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance

information remains with the Offeror. Past Performance will be verified in the Past Performance Information Retrieval System (PPIRS) by the Contracting Officer.

<b>Past Performance Evaluation Ratings</b>	
Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

**Note:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv) . Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

### **Factor 3: Price Quote**

(a) Pricing shall be firm-fixed price and include all labor, equipment, materials and consumables required to perform the work listed in the performance work statement. Offerors shall return fully executed CLINs to include a unit price and total extended prices for all Contract Line Items listed in the solicitation and a Total Amount showing the cumulative sum of all line items.

The price quote shall be submitted as a separate file. Contractor's price quote shall include the completed Labor Category Table provided in FAR 52.212-1, Instructions to Offerors. (Failure to provide the Labor Category Table may render the quote unacceptable). The Offerors compensation levels proposed (unburdened rates) should reflect a clear understanding of the work to be performed and should indicate the capability of the proposed compensation to obtain and keep suitably qualified personnel to meet mission objectives. Unburdened rates must also, at a minimum, reflect the applicable Department of Labor Area Wage Determination. It is the Contractor's sole responsibility to determine appropriate resources needed to accomplish work required by the performance work statement.

The Government will evaluate offers for award purposes by adding the Total Estimated Amount for each Contract Year (base and options) proposed, to arrive at the Total Estimated Contract Amount. The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year pricing.

(b) **Options.** Evaluation of options will not obligate the Government to exercise the option(s). The Government shall determine that a quote is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are clarifications or discussions after its receipt, unless a written notice of withdrawal is received before award.

(d) The Government reserves the right to award a contract on the basis of initial offers received without discussions. Therefore, each initial offer must contain the Offeror's best terms from the ability to meet the selection criteria and provide the best possible service and product to the Government.

NOTE: Offeror's proposed pricing will be evaluated based upon the priced CLINs as provided, as was described in the instructions to Offerors. Price will not be assigned an adjectival rating but will be evaluated for completeness and reasonableness.

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced. The Price Quote shall include the Offeror's proposed total amount showing the sum of all CLINs.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions, reasonable to the Offeror and reasonable to the Government. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance proposes an unacceptable risk to the Government.

**Note:** Failure to furnish a complete Request for Quote package may render your offer unacceptable.

(End of Summary of Changes)