

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05-Jun-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC SOUTHEAST FSC-BOS BUILDING 903, PO BOX 30 JACKSONVILLE FL 32212-0030	CODE N69450	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. N69450-15-R-2121	
		X	9B. DATED (SEE ITEM 11) 13-May-2015	
			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.) N69450-15-R-2121 SOUTH TEXAS INTEGRATED SOLID WASTE MANAGEMENT SERVICES See BLOCK 14 CONTINUATION PAGE on page 2.				
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 05-Jun-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:AMENDMENT 0001

The amendment includes the following changes:

- a. Section C has been updated (changes are shown with a bar on the left side of the table, red font for the additions and blue strikethrough for deletions). A summary of changes is provided below. The revised Section C is provided via attachment named “N6945015R2121SectionC_Amendment0001.pdf”.
 - i. On page 25, Table of Contents – Updated the table of contents for Integrated Solid Waste Management.
 - ii. On pages 29 and 30, Spec Item 3.1.2.3 Foreign Port Origin Waste – Updated the Related Information.
 - iii. On page 32, Spec Item 3.4.2 Residential – Updated the Related Information.
 - iv. On pages 32 and 33, Foreign Port Origin – Deleted spec item for containers of Foreign Port Origin waste. Spec Items renumbered to reflect the deletion of the requirement.
- b. Section F.1, Location – Added Naval Auxiliary Landing Field Orange Grove to align with technical Section C.
- c. Section I – Added the clause at 5252.216-9314, Economic Price Adjustment for Changes in Landfill/Disposal Fees.
- d. Section J technical documents have been updated (changes are shown with a bar on the left side of the table, red font for the additions and blue strikethrough for deletions). A summary of changes is provided below. The revised Section J attachment is provided via attachment named “N6945015R2121SectionJ_Amendment0001.pdf”.
 - i. On pages 26 through 29, Attachment J-1503030-03 – Updated Description and Location of Waste Containers Data for BUMED, CNRSE, CCAD, DECA, DLA Distribution, DLA Disposition, NEX, and NWCF at Naval Station Corpus Christi.
 - ii. On pages 32 through 35, Attachment J-1503030-04 – Historical Location and Frequency of Solid Waste Collection Data for BUMED, CNRSE, CCAD, DECA, DLA Distribution, DLA Disposition, NEX, and NWCF at Naval Station Corpus Christi.
- e. Section J – Provided the Site Visit Brief, Site Visit Sign-In Sheet, and Directions to NAS Kingsville via attachments named: “N6945015R2121_Site_Visit_Brief.pdf”, “N6945015R2121_Site_Visit_Sign_In.pdf”, and “N6945015R2121_Kingsville_Directions.pdf”
- f. Section J – Provided responses to GPIs 1 – 65 via attachment titled “N6945015R2121_GPIs_0001.pdf”
- g. Section L – Added language regarding the submission requirements of the JB-1 Attachment to 5252.215-9300(b)(3), Non-Price Proposal Binder.

The proposal due date and time REMAINS 2:00 PM EDT, Tuesday 16 June 2015.

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PWS

This is a performance-based contract which incorporates performance-based specifications.

The files for Section C are provided as the following attachment posted on the NECO website at <https://www.neco.navy.mil/index.aspx>:

N6945015R2121SectionC_Amendment0001.pdf

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

F.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at Naval Air Station Corpus Christi; Naval Air Station Kingsville; Naval Air Auxiliary Landing Field Cabaniss; **Naval Air Auxiliary Landing Field Orange Grove**, and Naval Air Auxiliary Landing Field Waldron, Texas.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

5252.216-9314 ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN LANDFILL/DISPOSAL FEES (JUN 1994)

(a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.

(b) Promptly after the Contracting Officer receives the notice and date under paragraph (a) above, the Contracting Officer shall modify this contract to include the increase or decrease in the disposal fee (resulting from the adjustment) and its effective date. The contractor shall continue performance pending adjustment.

(c) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(d) No increase shall exceed the cost of using other alternative landfills which are available for use by the Contractor, considering the disposal fees, labor and transportation cost.

(e) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices as a result of new landfill/disposal fees set by the Nueces, Kleberg, and/or Jim Wells County Commissioners. There shall be no adjustment for (i) changes in rates or unit prices other than those shown in the Schedule, or (ii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment.

(3) No upward adjustment shall be approved for any disposal fee increase that does not apply equally to all landfill customers of similar conditions of service.

(4) The aggregate of the increases in any contract unit price for disposal fees made under this clause shall not exceed 100 percent of the originally awarded unit price for line item, disposal fees for the base period. There is no percentage limitation on the amount of decreases that may be made under this clause.

(5) There will be no adjustment for any increase in the disposal fees which will not result in a net change of at least 3 (three) percent of the total unit price for the then current contract term (not the cumulative total contract price).

(f) The Government's obligation under this clause is contingent upon the availability of appropriated funds before payment for this increase can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this increase and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The clause entitled "Availability of Funds" in Section I, paragraph __ applies. (End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Section J - Table of Contents list the Documents, Exhibits and Other Attachments for this Section are posted on the NECO website at <https://www.neco.navy.mil/index.aspx> with the solicitation.

The ACQUISITION documents are posted as individual file names as indicated in the table.

Section J – Table of Contents

ACQUISITION:

JB-1	JB1 FTE (Provided as file name: N6945015R2121_JB1FTESheet.xls)
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945015R2121GPIF.xls)
JL-1.1	Responses to Pre-award Inquiries Questions 1-65 (Provided as file name: N6945015R2121_GPIs_0001.pdf)
JL-2	AMAG Form to Obtain Visitor's Pass (Provided as file name: N6945015R2121_AMAG.xls)
JL-3	OMB 0703-0061 Form to Obtain Visitor's Pass/ Access to Kingsville

	(Provided as file name: N6945015R2121_OMB0703.pdf)
JL-4	Site Visit Itinerary (Provided as file name: N6945015R2121_Site_Visit_Agenda.pdf)
JL-5	Site Visit Brief (Provided as file name: N6945015R2121_Site_Visit_Brief.pdf)
JL-6	Site Visit Sign In Sheet (Provided as file name: N6945015R2121_Site_Visit_Sign_In.pdf)
JL-7	Site Visit Handout – Directions to Kingsville (Provided as file name: N6945015R2121_Kingsville_Directions.pdf)
JM-1	Past Performance Questionnaire (Provided as file name: N6945015R2121PPQ.docx)

The TECHNICAL documents are posted as individual file names as indicated in the table below or “all-inclusive” under filename: [N6945015R2121Section J_Amendment0001.pdf](#).

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The responsibility determination, non-price proposal, and the price/cost proposal shall be submitted in separate volumes. The non-price proposal shall not contain any cost/pricing information. The non-price proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

- (1) Responsibility Determination Binder: 2 (1 original and 1 copy) copies of the responsibility determination information. With the responsibility determination binder, submit the following:
 - a. Submit completed and signed Standard Form 33 with the applicable DUNS Number and CAGE code of the offeror provided on the face of the SF-33. Ensure the SF-33 includes the appropriate name and address of any newly formed joint venture/partnership arrangement if applicable;
 - b. Submit acknowledgement of all amendments;
 - c. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - d. Submit individual representations and certifications if System for Award Management (SAM) representations and certifications are not complete in accordance with FAR 52.204-7;
 - e. The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new joint venture/teaming/partnership arrangement is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
 - f. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.
 - g. If joint venture/teaming/partnership arrangement is being proposed, include copies of agreements and letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing significant subcontracts (subcontracts exceeding 10% of the total contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the

- planned arrangement in terms of the type and proportion of work to be performed. For Joint Venture arrangements discuss the financial responsibilities among the companies.
- h. Offerors shall submit plan in accordance with DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010).
 - i. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
 - j. There is no page limitation on the responsibility determination submission. Double-side printing is permitted.
- (2) Price Proposal Binder: 3 (1 original and 2 copies) copies of the cost/price proposal. With the price proposal, submit the following:
- a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - b. Submit all Price factor requirements;
 - c. Submit three copies of the entire Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Price Proposal binder. Acceptable readable/searchable formats include MS Word, Excel, and searchable PDF.
 - d. Offerors shall submit pricing spreadsheet data (Section B, Section J Attachment J-0200000-07 Exhibit Line Item Numbers) in hard copy and in EXCEL (Microsoft Office Version 2007 compatible) format on a CD-ROM. Formulas shall be traceable. Failure to do so may be cause to render the offer non-responsive. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2007 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, in the event of a discrepancy between the price proposal hard copies and the price proposal electronic copies, the price proposal electronic copies will take precedence.
 - e. Paper should be white, 8 ½ by 11 inches. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. For larger spreadsheets, the offeror may submit folded 11 by 17 inch sheets with printing on one side only. Double-side printing is permitted.
 - f. Offerors shall put company name on every pricing page.
 - g. There is no page limitation on the pricing proposal.
- (3) Non-Price Proposal Binder: 6 (1 original and 5 copies) copies of the non-price proposal. With the non-price proposal, submit the following:
- a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - b. Submit all Non-Price factor requirements divided. Each Non-Price factor must have an individual tab divider;
 - c. Submit three copies of the entire Non-Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Non-Price Proposal binder. Acceptable readable/searchable formats include word, excel, and searchable PDF. **For the JB-1 Attachment, ensure data is submitted in hard copy and in EXCEL (Microsoft Office Version 2007 compatible) format on the above mentioned CD.** In the event of a discrepancy between the Non-Price proposal hard copies and the Non-Price proposal electronic copies, the Non-Price proposal hard copies will take precedence.
 - d. State a clear acknowledgement within the beginning of the binder that nothing in the following proposal is meant to supersede or reduce any of the individual requirements to which the offer addresses. It is the Government's intent to incorporate the offeror's proposal into the final contract while at the same time eliminating any contradictory or conflicting requirements between the two. In the event of a conflict between any part or parts of the offer and part or parts of the requirement, the government has the right to selectively choose that part or those parts which are the more advantageous of the two.
 - e. The non-price proposal submittal shall not exceed 75 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires sent directly to the Contracting Office will count toward the page limitation.
 - f. Offerors shall put company name on every Non-Price page.

- g. Paper will be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Double-side printing is allowed; however each side will be counted as one page.
 - h. Foldouts are only permitted for the organization charts. Foldouts are limited to 11 by 17 inch white paper that must be folded to fit within the 3-ring D-binder, printing on one side only. 11 by 17 foldouts are considered one page.
 - i. Text will be black using a font no smaller than 11 point and single line spacing, Times New Roman or Courier.
- (4) All binder covers and spine inserts will contain the solicitation number and title, the offeror's name including individual point of contact, with phone number AND email address.
- (5) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

(End of Summary of Changes)