

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07 DEC 00	4. REQUISITION/PURCHASE REQ. NO. 81-8034-00	5. PROJECT NO. (If applicable)
6. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.JW WASHINGTON, DC 20375-5326	CODE N00173	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TO ALL OFFERORS	(X)	9A. AMENDMENT OF SOLICITATION NO. N00173-01-R-JW01
		9B. DATED (SEE ITEM 11) 06 DEC 00
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers 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 2 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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  is not,  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.)

SEE NEXT PAGE.

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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

## A. QUESTIONS AND ANSWERS

**QUESTION 1:** How are you going to take comment up to December 18, publish a revision and have a response period and evaluate and award a contract by late January of 2001? This looks to me to be impossible.

**ANSWER 1:** We appreciate your concern, but we are dedicated to making award in late January 2001.

**QUESTION 2:** You will likely not get the final out till at least 1 Jan. You should have at least three weeks and likely four for the bids/proposals and then the evaluation period. Looks to me like spring [for award].

**ANSWER 2:** See our previous response to scheduling concerns.

**QUESTION 3:** [Regarding SOW paragraph C.3.1.1, Subtask 1.1 – Contract Phase In], page 8, A 60 day transition is a minimum. Desire more since security clearances are a problem for everyone now days.

**ANSWER 3:** See the modification of the RFP below. This implements the suggestion.

**QUESTION 4:** [Also regarding SOW paragraph C.3.1.1, Subtask 1.1 – Contract Phase In] page 8. Facilities location needs to be specified as anywhere or only within xx miles of NRL.

**ANSWER 4:** NRL is neutral on the location of the contractor, provided the contractor is capable of responding successfully to the Statement of Work.

**QUESTION 5:** Sec H [Clause H-2, Key Personnel] - To have to identify the specific person 90 days in advance and then not be able to change is tough for most of industry. Things are too fluid in this market even with internal employees not to mention contingency offers. Suggest that subcontractors be allowed more freedom in this arena. Terminating the contract based upon the PCO not approving employment by an employee is overboard.

**ANSWER 5:** As the clause states, the 90 day period commences with contract award; it is not "in advance," though it is tied to personnel who were proposed prior to award. The Key Personnel clause does provide for changes to key personnel. Moreover, the number of key personnel is limited.

This clause is a standard clause used successfully for many years. The contractor will manage its personnel system, but the contractor will also be responsible for providing qualified key personnel. The Government does not "approve" employment. Per the Key Personnel clause, Government "approval" only involves ensuring that replacement key personnel have similar qualifications to the incumbent.

**QUESTION 6:** Sec H-3, Level of Effort, paragraph (d): Doing work with no increase in fee is not fair, given that paragraph (f) causes a penalty. If you can reduce the fee for one case, then you should increase for another to provide some incentive.

**ANSWER 6:** The clause precludes extra fee for the "acceleration" itself, that is, for the act of performing more quickly. However, additional effort to continue the work would receive fee. Fee under the contract would likely increase if the level of effort were accelerated.

**QUESTION 7:** Provision K-2 There are likely to be more than one NAICS codes for this effort. Suggest [a change in language, after the size standard, to]: "or as otherwise can be demonstrated to be applicable to this engineering effort....."

**ANSWER 7:** Provision K-2, FAR 52.219-1, provides the size standard for the prime contractor and does not flow down to subcontractors, who may fit under different NAICS codes. The NAICS code stated is the appropriate code at the prime contractor level. Therefore, the suggestion is not accepted.

**QUESTION 8:** Provision L14, paragraph (2) 1. You do not have a past performance volume but do ask for past performance descriptions. Why not ask for the volume per se and give out a template?

**ANSWER 8:** Consistent with guidance for S&T (Science and Technology) work, the evaluation of past performance is incorporated in the evaluation of other factors. This has worked well in prior procurements.

**QUESTION 9:** Provision L-15 Your award and start dates are very optimistic (short of only wanting the incumbent to respond.)

**ANSWER 9:** See our previous response to scheduling concerns. We look forward to a multi-offeror competition. Draft RFP documents were released on October 20 and December 3 to all interested offerors, in part to foster competition.

**QUESTION 10:** Provision L15, SBA quotas: Clarify that one small, woman owned (disadvantaged), Hub zone [subcontractor] gets four credits, such that a single company ... could satisfy all these quotas with a single 5% or greater portion. The veteran business would still be required.

**ANSWER 10:** This apparently relates to paragraph (4), Government Subcontracting Goals. (As noted at the end of the paragraph, these are goals, not quotas.) A company qualifying in different areas would get credit in each area. It is conceivable that a single company could satisfy all these goals. Note that this Government subcontracting goals paragraph relates to the subcontracting plan for large business firms and is not scored; only participation by SDBs is scored, as indicated in L-15, paragraph (2).

**QUESTION 11:** M1. It would be nice just once if the Government defined Best Value a bit better. It is so loose that the gov can choose any one and does (at least [another Government agency] does).

**ANSWER 11:** NRL is often in the role of offeror to sponsors and understands the concern. However, experience has demonstrated that determination of best value rests on judgment and tradeoffs, with subtleties that are difficult to anticipate in advance. Decisions are justified, documented, and reviewed.

## **B. REVISION OF RFP**

### **Modification of Section C**

Following the words "and all other Attachments cited in Section J," add "except for Attachment (4), Format for Non-Key Personnel Qualifications,".

### **Modification of the Statement of Work:**

In Statement of Work paragraph C.3.1.1, Subtask 1.1 – Contract Phase In, the phrase "within sixty (60) days" is deleted and replaced by the phrase "within ninety days."