

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 9

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 30 APR 01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.SK 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-SK01
	X	9B. DATED (SEE ITEM 11) 16 MAR 01
		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 1 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 ATTACHED PAGES

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

The purpose of this Amendment is to publish questions and their answers and to extend the closing date.

1. The closing date is changed to 8 May 2001, at 3:00 pm.
2. No further questions will be addressed prior to the closing date.
3. Section H, Paragraph H-4, entitled Key Personnel, is revised to remove 3 job positions from being identified as key personnel. Paragraph H-4(d) is changed to read as follows:

“(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Program Manager”

4. Section H, paragraphs H-10, H-11 and H-12 are corrected as follows:

H-10 SERVICE CALLS

Service calls encompass all maintenance and repair requirements and minor general service requirements (other than routine recurring service) that are determined by the Government to be brief in scope and, as such, do not require separate job planning, estimating and scheduling. Service calls are generally limited in scope to not more than 32 man-hours in labor (CDRL A028). Service calls shall be classified as emergency (H-9) or routine (H-12). Service calls will be limited to \$1000.00 in material cost unless otherwise authorized by the COR. Service calls will be completed within 5 to 7 days (as specified in Paragraphs H-11 and H-12) of original notification of the service required.

H-11 EMERGENCY SERVICE CALLS

Service calls will be classified as emergency calls when the work consists of correcting failures or conditions which constitute an immediate physical or health danger to personnel or threaten to damage property, including heating problems during the heating season. Emergency calls shall be responded to in all cases within one-half hour of receipt of call during normal working hours and one (1) hour during nonworking hours. The Contractor shall arrest the emergency condition and perform corrective actions necessary to prevent further loss or damage to property; restore essential services; and eliminate threatening safety hazards on the same day the work is ordered. If further labor and materials are required to complete the repair or service once the emergency condition is corrected, completion shall be accomplished as soon as possible but no later than within five (5) working days.

H-12 ROUTINE SERVICE CALLS

Service calls will be classified as routine calls when the work does not qualify as an emergency call. Examples are inoperative switches or outlets, dripping faucets, etc. Accomplishment of all routine calls within seven (7) days after receipt of the call will constitute satisfactory performance.

5. Section L, Paragraph L-9 is changed to read as follows:

L-9 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES .

The technical portion must demonstrate in sufficient detail that the supplies or services proposed comply with the requirements of the RFP's Statement of Work or Specifications: General statements that the offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the RFP's Statement of Work or Specification in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.

The offeror should provide convincing evidence that the company understands the required work to be accomplished which should include explanations of how past previous requirements of a similar type were handled. The offeror should provide their approach to ensure successful accomplishment of all the work requirements, including the controls that will be utilized to ensure timeliness of performance.

The proposal should provide a narrative description of team members, their responsibilities and authority. The proposal should provide the approach to maximize efficiency of personnel during periods of heightened activity. The proposal should contain the key personnel resume which contains the qualifications/credentials that qualify the candidate for the specific job.

The proposal should provide descriptions similar work experience of the company and/or personnel proposed. The descriptions should detail similarity in scope, size and complexity.

PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last five (5) contracts or subcontracts completed during the past three (3) years for services similar in nature to this requirement. Include in the five (5) any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that

proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as uniforms or travel. The offeror shall provide exhibits as necessary to substantiate the price. This requirement is to enable accurate adjustments to the contract when incorporating new wage determinations.

6. Section M is revised as follows:

Delete this paragraph:

M-1 EVALUATION

(a) Non cost factor(s) :

(1) Technical Proposals will be evaluated on demonstrated compliance with the requirements of the RFP's Statement of Work or Specifications.

(2) Past Performance will be evaluated on the basis of the quality of the work performed, or supplies delivered and the timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. A determination will be made as to whether the offeror's past performance is acceptable or unacceptable. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance

(b) Award will be made to the responsible offeror proposing the lowest price that meets or exceeds the acceptability standards for non-cost factors.

Insert these paragraphs:

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. However, since the actual materials and IDIQ labor will essentially be the same for any contractor, the estimated Materials and Labor Not-to-Exceed amounts will not be included in the price evaluations. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor (Listed in order of importance - Past Performance, Experience, Staffing, Management/Administration) is more important than the price factor.

M-2-1. TECHNICAL/MANAGEMENT

(1) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not

be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

(2) Experience

The proposal will be evaluated on the offeror's demonstrated experience on similar requirements.

(3) Staffing

The proposal will be evaluated on the offeror's demonstrated ability to provide adequate staffing, the approach to maximize the efficiency of personnel and the key personnel resume.

(4) Management/Administration

The proposal will be evaluated on the offeror's overall operational methodology for performance of the SOW.

M-2-2 PRICE To The Government

Proposed estimated price to the Government of the Firm Fixed Price CLINS. Since the actual materials and IDIQ labor will essentially be the same for any contractor, the estimated Materials and Labor Not-to-Exceed amounts will not be included in the price evaluations.

Re-Number this paragraph:

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

7. Answers to questions received are shown below.

Q1. Can a service call revert to a minor work authorization? If yes, please describe the conditions.

A1. YES, IF IT EXCEEDS THE MAXIMUM 32 MAN HOUR LIMIT FOR SERVICE CALLS.

Q2. Why is the government requesting man-hour reporting against Job Order Accounts for a firm fixed price contract?

A2. AS NOTED IN SECTION L, "THIS REQUIREMENT IS TO ENABLE ACCURATE ADJUSTMENTS TO THE CONTRACT WHEN INCORPORATING NEW WAGE DETERMINATIONS."

Q3. Ref. Enclosure IV 1.1.4 - Will the contractor be reimbursed for furnishing sod as described in 1.1.4?

A3. YES.

Q4. Will the contractor be reimbursed for all request for services listed under Enclosure IV, Items.2.0-2.8.2?

A4. YES, THESE ITEMS FALL UNDER THE INDEFINITE QUANTITY PORTION OF THE CONTRACT.

Q5. Reference Section B.

a. Line Items 0002 and 0003. Please provide the "NOT TO EXCEED" dollar amounts for the Base and Option Years.

b. Line Item 0003. Please provide the quantity for the labor categories in order to calculate the total for each.

A5. THESE QUESTIONS ARE ANSWERED IN AMENDMENT 2.

Q6. Reference page 18, Section H, paragraph H-10 versus H-11 and H-12. These three paragraphs mention three different thresholds related to satisfactory completion of service calls. Please clarify.

A6. PARAGRAPHS H-10, H-11 AND H-12 ARE CORRECTED AS SHOWN ABOVE.

Q7. Reference page 18, Section H, paragraph H-10 versus H-14. These two paragraphs mention two different thresholds related to labor, 32 hours per H-10 and 24 hours per H-14. Please clarify.

A7. BOTH SHOULD READ 32 HOURS.

Q8. Reference page 4, Attachment #1, Enclosure 1, para 5.0. This paragraph requires the Electrician to have a Masters License. Attachment #1, Enclosure 3, para 2.0 requires the Electrician to be a licensed Journeyman. Please clarify.

A8. ELECTRICIAN IS TO BE A LICENSED JOURNEYMAN.

Q9. Reference page 4, Attachment #1, Enclosure 1, para 6.1.2. Are the generators to be operated with the connected load or at full rated load?

A9. CONNECTED LOAD.

Q10. Reference page 1, Attachment #1, Enclosure 3, para 2.0. By definition, General Maintenance Workers and General Laborers are not licensed journeymen. Please clarify this requirement.

A10. THIS IS NOT A REQUIREMENT FOR GENERAL MAINTENANCE WORKERS AND GENERAL LABORERS.

Q11. Reference page 1, Attachment #1, Enclosure 3, para 2.1.2. Please define the employee classification for subparagraphs (a) through (d) as applicable for General Maintenance. The work descriptions in the solicitation apply to (a) Carpenter, (b) Painter, (c) Mason, and (d) Plumber rather than General Maintenance.

A11. EACH CATEGORY SPECIFIES MAINTENANCE AND REPAIRS WHICH FALLS WITHIN THE GENERAL MAINTENANCE POSITIONS.

Q12. Reference page 4, Attachment #1, Enclosure 3, para 5.0. A General Maintenance Worker does not perform construction work. A Carpenter should perform this work. Please clarify.

A12. REFER TO QUESTION 11.

Q13. Reference page 4, Attachment #1, enclosure 4, para 1.1.10. Is mulch a cost reimbursable material or is this part of the firm fixed price?

A13. It is a cost reimbursable item.

Q14. Attachment #1, Enclosures 1,6, and 8. Please clarify what paragraphs in these Enclosures are classified as "Routine Recurring Service" and performed as part of the FFP of the contract.

A14. ALL FALL WITHIN THE ROUTINE RECURRING SERVICE UNDER THE FFP.

Q15. Attachment #1, Enclosure 1, para. 7.0, enclosure 5, para. 4.1.4, and Enclosure 6, para. 4.1. These all refer to performances of preventive maintenance in accordance with the specifications set forth in Attachment 1, Statement of Work, Paragraph 12. Statement of Work paragraph 12 is titled "Rework". Should this reference actually be Paragraph 13?

A15. YES.

Q16. Attachment #1, Enclosure 5, para 4.1.2(1). The first sentence states that the contractor is responsible for up to \$1,000 per component. The second sentence states that all materials will be reimbursed. Please clarify the contractor's \$1,000 component responsibility.

A16. ALL MATERIALS APPROVED BY THE COR FOR WORK PERFORMED BY THE CONTRACTOR ARE REIMBURSED. THE SOW PARAGRAPH CITED ABOVE SHOULD BE CHANGED TO REMOVE THE PER COMPONENT DOLLAR REFERENCE.

Q17. Attachment #1, enclosure 5, para. 4.3. Does "each attendance" mean each shift of operation in a 24-hour period?

A17. 8 HOUR SHIFTS 24 HOURS A DAY DURING THE HEATING SEASON.

Q18. Attachment #1, Enclosure 6, para. 4.1. This paragraph refers to TAB A in enclosure 7. Should this actually be TAB A in enclosure 6?

A18. YES.

Q19. Attachment #1, Enclosure 7, para. 6.0. This paragraph refers to TAB A, Part 1. Is Part 1 missing or should the reference just be TAB A?

A19. There is no Part 1, the reference should be just to TAB A.

8. This amendment and all previous amendments may contain changes which shall be considered to be an addendum to the SOW.

9. All other terms and conditions remain unchanged.