

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 6

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 13 Dec 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.MM 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-MM04
		9B. DATED (SEE ITEM 11) 21 NOV 2001
		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 \_\_\_\_\_ 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 Continuation Page(s)

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

The purpose of this amendment is to make the resulting revisions to the Request for Solicitation (RFP).

1. The closing date for this solicitation is extended to 4:00 P.M. local time 07 January 2002.
2. Offerors or Respondents are hereby directed to make the following changes to Section L, Instructions Conditions and Notices to Offerors or Respondents. (Deleted text is marked with ~~strikeout~~ and revised/added test is marked in bold.)

**L – 11 VOLUME I – TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND ~~4 COPIES~~ **2 COPIES.**

3. Offerors or Respondents are hereby directed to make the following changes to Section L, Instructions Conditions and Notices to Offerors or Respondents. (Deleted text is marked with ~~strikeout~~ and revised/added test is marked in bold.)

**L – 11 VOLUME II – BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND ~~4 COPIES~~ **2 COPIES.**

4. Offerors or Respondents are hereby directed to make the following changes to Section F, Deliveries or Performance. (Deleted text is marked with ~~strikeout~~ and revised/added test is marked in bold.)

**F-1 PERIOD AND PLACE OF PERFORMANCE**

- (a) The term of this contract is from date of contract award through twelve (12) months thereafter, with ~~three (3) options~~ **four (4) one-year options** that will extend the period of performance for an additional twelve (12) months each, if exercised.
  - (b) The principal place of performance of this contract shall be the Naval Research Laboratory, 4555 Overlook Avenue., S.W., Washington, D.C., 20375.
5. Offerors or Respondents are hereby directed to make the following changes to Section H, Special Contract Requirements. (Deleted text is marked with ~~strikeout~~ and revised/added test is marked in bold.)

**H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfil the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (b) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (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:

<u>Labor Category</u>	<u>Name of Person</u>
<b>Research Physicist</b>	(*To be completed at time of award)
Electrical Engineer	
<del>Mechanical/Design Engineer</del>	
<del>Computer Analyst</del>	
<del>Computer Programmer/Specialist</del>	
Senior Technician	
<del>Junior Technician</del>	
Consultants	
Labor Assistant	

6. Offerors or Respondents are hereby directed to add the following clauses to Section H, Special Contract Requirements. (Deleted text is marked with strikeout and revised/added text is marked in bold.)

### **H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)**

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be ~~26,000~~ **18,000** total hours per year of direct

labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of ~~2,167~~ **1,500** hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort per year is as follows:

<u>Labor Category</u>	<u>Hours</u>
Research Physicist	<del>6000</del> <b>4000</b>
Electrical Engineer	2000
Mechanical/Design Engineer	2000
Computer Analyst	4000
<del>Computer Programmer/Specialist</del>	<del>2000</del>
Senior Technician	<del>4000</del> <b>2000</b>
Junior Technician	2000
<del>Consultants</del>	<del>2000</del>
Laboratory Assistant	2000

7. Offerors or Respondents are hereby directed to add the following clauses to Part II – Contract Clauses, Section I, Contract Clauses. (Deleted text is marked with strikeout and revised/added text is marked in bold.)

**ADD:**

52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)

8. Offerors or Respondents hereby directed to make the following changes to Section M, Evaluation Factors For Award. (Deleted text is marked with strikeout and revised/added text is marked in bold.)

**M-2-1. TECHNICAL/MANAGEMENT**

**(1) PERSONNEL QUALIFICATIONS**

The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with (1) the appropriate qualifications set forth in Attachment No. (2), Personnel Qualifications; (2) actual relevant work experience in the technical and scientific areas set forth in the Statement of Work; (3) the ability to obtain a ~~TOP SECRET~~ **SECRET** clearance prior to commencing work.

9. All other terms and conditions remain unchanged.