

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO. 0001  
 3. EFFECTIVE DATE 5/20/02  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE N00173  
 7. ADMINISTERED BY (If other than Item 6) CODE

Contracting Officer  
 Naval Research Laboratory  
 Code 3220:DL  
 Washington DC 20375-5326

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(TO ALL OFFERORS)

(X) 9A. AMENDMENT OF SOLICITATION NO.

X N00173-02-R-DL02

9B. DATED (SEE ITEM 11)

5/14/2002

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 pages 2 through 5.

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 revise the solicitation and to answer questions from potential offerors.

1. The following revisions are made to the solicitation:

(a) In Section H, delete in its entirety, H-2, "ONR 5252.237.9705 – Key Personnel (DEC 88)" and substitute in lieu thereof:

#### **H-2 KEY PERSONNEL (IDIQ)**

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

(b) The Contractor agrees that during the first thirty (30) days the contract is in effect, the key personnel proposed by the Contractor must be available to work on orders issued under the contract. Substitutions will be permitted only because of the proposed personnel's sudden illness, death or termination of employment. In case of any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (e) below. After the initial thirty (30) 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 (e) below.

(c) Key personnel identified in this provision or other Contractor personnel assigned to the positions specified in this provision may be identified as key personnel in orders issued under this contract.

(d) The Contractor understands that during the first ninety (90) days of the performance period of orders issued under the contract, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In case of any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (e) 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 (e) below.

(e) 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.

(f) 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.

(g) The following are identified as key personnel:

Program Manager - \*

Senior Software Engineer - \*

Senior Systems Engineer - \*

(\*To be completed at time of award)

(b) In L-1, 52252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998), delete FAR 52.219-24, "Small Disadvantaged Business Participation Program – Targets (OCT 1997."

(c) In L-12, VOLUME I – TECHNICAL/MANAGEMENT PROPOSAL:

1. Paragraph (1) is revised to read: "The offeror must propose in accordance with the level of effort breakdown provided in Section L-5 or specifically state what portion of the level of effort it is proposing."

2. The following is added to subparagraph (2)(a), Personnel Qualifications: "If proposed personnel are not currently employed by the offeror, discuss the arrangements that have been made to insure their availability to perform the work under the contract. Identify any portion of the proposed level of effort that is to be performed by new hires not personally identified in the proposal."

(d) In SECTION I, FAR Clause 52.244-6 – Subcontracts For Commercial Items is revised to reflect the latest date (MAY 2002).

2. The following answers are provided to questions from potential offerors:

Q1. Is there an incumbent contractor? Will you release the contract number?

A1. Some of the services included in the solicitation are currently being provided under Contract N00173-98-D-2007 that primarily supports the Naval Center for Space Technology and which was awarded to Software Technology Inc. and subsequently novated to Harris Technical Services Corp. of Melbourne, Florida. Some of the services included in the solicitation are also being provided under Order N00173-01-F-2002 to Newlink Global Engineering of Alexandria, Virginia against its GSA schedule contract. Neither document will be made available incident to this procurement. Interested parties may request them under the Freedom of Information Act but the length of time it may take to receive the documents will not be considered as a reason to extend the due date for proposals.

Q2. Please confirm that the RFP is a small business set-aside. Also, the RFP includes FAR clause 52.219-24 that states the solicitation contains a source selection factor

related to the participation of small disadvantaged business concerns but there is no such evaluation factor in Section M. Will any special consideration be granted to vendors who are HubZone, Section 8(a), Veteran-owned, etc., or who have teaming arrangements with such firms?

A2. The RFP is 100% set aside for small business. The clause at FAR 52.219-24 has been deleted from the RFP (see above); small disadvantaged business participation will not be a source selection factor.

Q3. Will you consider offers for less than the maximum level of effort?

A3. Yes, see the above changes to L-12. Award will be made to the offer or combination of offers that represents the best value to the government in accordance with the evaluation criteria stated in Section M. In evaluating costs, the government may consider the additional administrative costs associated with multiple awards.

Q4. L-5 anticipates 14,000 hours per year for the senior software engineer labor category. This will require at least seven people. Are all seven considered "key personnel"?

A4. See the above revisions of H-2 and L-12. Offerors may propose less than the maximum level of effort, including the level of effort for the "key personnel" positions. Offerors may propose to fill key (or other) personnel positions with unidentified new hires but this may result in a lower score under the "Personnel Qualifications" subfactor in Section M. Proposing unidentified new hires for a high proportion of the proposed level of effort may result in the proposal being rated unacceptable. At a minimum, offers should identify the program manager and either one of the senior software engineers or the senior systems engineer as key personnel.

Q5. Is there a bidders list for the RFP? Will there be a bidders conference? Is there a technical reading library for potential bidders?

A5. There is no bidders list - the solicitation is distributed via the internet so we do not have a mailing list. We do not plan to hold a bidders conference. We do not have a technical reading library.

Q6. Will the award(s) made pursuant to this RFP be against GSA schedule contracts?

A6. No.

Q7. Is this a consolidation of multiple contractual instruments?

A7. See Q&A 1, above. This procurement consolidates a portion of the work being performed under a larger contract, the work being performed under an order against a GSA schedule contract, and some work not currently being performed.

Q8. To what extent will the support contractor be expected to be involved with the Navy Working Capital Fund? Is the function related to the maintenance of the software and servers; is it related to the input of data; or both? Can NRL be more specific with the contractor's role in these activities?

A8. Because the support contractors are providing services in hardware and software maintenance, end-user support, and business functions support required to keep the business processes functioning efficiently in the Navy Working Capital Fund business area, it is necessary that the contractors possess experience, familiarity, and/or detailed understanding of the business model and terminology of the Working Capital Fund (e.g., the reimbursable billing process using stabilized rates in a job order cost accounting system). The contractor's roles can include interpreting functional specialists' business process problems into software maintenance, modification, and/or development. Contractors may also be expected to input data, model business processes for an information technology solution, and recommend automation enhancements to improve functional business processes.

Q9. We would like a more detailed definition and explanation of what NRL refers to as "the design, development and performance of functional analysis."

A9. The support contractor may be required to analyze various functional areas, either based on specific tasks provided by the government (e.g., analyze discrepant account balances within a set of business rules), or if presented with a problem area, the contractor will conduct an evaluation and recommend how to approach such an analysis (e.g., recommend the tools needed, the number and skills of people, and/or the data base queries and analytical routines to apply to the data).

Q10. Will the due date for proposals be extended?

A10. Because of the time constraints associated with this procurement, we do not anticipate extending the due date for proposals.