

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1 3
---	---------------------	----------------------

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 03/16/05	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  
 4555 OVERLOOK AVE SW  
 ATTN: CODE 3220.CR  
 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. N00173-05-R-CR04
	x	9B. DATED (SEE ITEM 11) 02/18/05
		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 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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

The purpose of this amendment is to address potential offeror's questions and extend the closing date.

Question 1: Who is the Naval Research Laboratory's (NRL's) incumbent provider?

Answer: The current incumbent is Behavioral Factors, Inc., P.O. Box 47114, Washington, DC and 34 Manatee Way, Crawfordville, FL 32327.

Question 2: How long has NRL been with the incumbent?

Answer: The past five years.

Question 3: What "PEPM" (per employee per month) cost is NRL currently paying?

Answer: The current cost is based on a flat fixed rate per month, not PEPM.

Question 4: What services, specifically, does this fee include? (Are any ancillary services not mentioned or requested in the RFP included?) How many on-site hours does the current program include?

Answer: The current services are identified in this solicitation and performance work statement. No other ancillary services are required. The current program requires counseling be made available on site during the core hours, 8:00 am – 4:30pm, Monday through Friday, excluding Federal holidays.

Question 5: Are any NRL employees to be covered by this program considered "safety-sensitive" as defined by the Department of Transportation and therefore subject to DOT Substance Abuse Professional (SAP) services should he/she test positive for a controlled substance?

Answer: The NRL has a small population of 4 to 8 technicians that are required to have a commercial driver license (CDL) for operating special laboratory vehicles that may be considered safety sensitive.

Question 6: In Section C.2 SCOPE (Page 1 of Attachment 1), NRL asks that counseling sessions primarily be scheduled at NRL with “other counselors” used on a supplementary basis to ensure adequate coverage. Would NRL accept a program where local BHS offices were primarily used for counseling appointments – with on-site sessions held at NRL used as the supplement?

Answer: The NRL would not accept a program where offices off site would primarily be used for counseling appointments.

Question 7: Regarding Section C.4.1.2 Individual Counseling, requirement #10, (Page 2 of Attachment (1)). Could you provide clarification or an example of when we might be called on to be involved in an employee’s drug testing program? Is this requirement in response to any specific rule or regulation to which NRL must comply?

Answer: The counselor does not get involved in any way with drug/alcohol testing. The counselor is only involved in treatment. What #10 statement refers to is OCPMINST 12792.3A, Encl (1), 9.d. Exemption during Treatment and Rehabilitation, and reads: “While undergoing initial treatment or rehabilitation through the CEAP, and at the request of the CEAP Administrator, the employee may be exempted from random testing for a period not to exceed 60 days or for a time period specified in an abeyance agreement or rehabilitation plan. Upon completion of the stipulated exemption, the employee will be included in a separate testing pool at the activity/command as follow-up to counseling or treatment for illegal drug use for a period of 1 year, in addition to remaining in the regular random testing pool if occupying a TDP” -- the counselor will counsel the employee and when the recovery period is complete (and is rehabilitated), the counselor notifies the DCP for retesting.

The closing date is extended to March 23, 2005, 4:00PM local time.