

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 27 NOV 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY HQ, OPERATIONS SUPPORT COMMAND ATTN: AMSOS-CCE-D BLDG 350, 5TH FLOOR MIDDLE BAY ROCK ISLAND, IL 61299-6000	CODE DAAA09	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. DAAA09-00-R-5047
	X	9B. DATED <i>(SEE ITEM 11)</i> 25 AUG 2000
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>
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 you 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- 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 SHEET

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

SECTION C CHANGES:

Section C-1:

- A. Paragraph C.1.1 is amended to add at the end of the paragraph "This is a service contract and the PA shall continue to provide all services as technology and customer missions evolve."
- B. Paragraph C.1.1.4 is deleted in its entirety. An amended paragraph C.1.1.4 is incorporated as follows: "The PA's performance of the required functions must enhance the overall mission success. The PA shall interface with the Government and other contractors on a daily basis within the scope of the Performance Work Statement (PWS)."
- C. Paragraph C.1.6.7 is deleted in its entirety. An amended paragraph C.1.6.7 is incorporated as follows: "All existing work backlog has been included in the projected workload identified in Technical Exhibit 2, Workload. The PA shall complete all backlog work requirements and work in progress once contract has been awarded."
- D. A new Performance Work Statement (PWS) paragraph 1.8.1.4 is incorporated as follows: "Final Disposition of Software and Technical Design. All software and technology designs relating to the normal accomplishment of a task, or a mission, or incidental to the performance of the PWS shall become the property of the Government upon completion or termination of the contract and shall be available for inspection by the Government upon request at any time during the performance period."

Section C-2:

The definition for the term "service order" in Section C-2 of the Performance Work Statement (PWS) is deleted in its entirety.

Section C-4:

Paragraph C-4.3 is deleted in its entirety and is replaced with the following: "PA Owned Equipment and Software. If the PA owned equipment or software is used in the performance of the instant contract, the Government shall have the unilateral option to purchase such equipment or software at a fair and reasonable price to ensure the continuous and uninterrupted operations of services required under the instant contract or a successor contract(s). The performance of any PA owned equipment or software will adhere to performance standards identified in the Technical Exhibit 1, Performance Requirements Summary and be the sole responsibility of the PA."

Section C-5:

- A. Paragraph C.5.1.1 is amended to delete the following sentence, "During business hours, the PA shall ensure response to all customer contacts, for example, telephone, facsimile or E-mail, within one work hour of dispatch." Replace this sentence in its entirety with the following: "During business hours, the PA shall ensure response to all customer contacts, for example, telephone, facsimile or E-mail, within one work hour of dispatch, unless otherwise noted."
- B. Paragraph C.5.1.7.3 is amended to delete the following sentence in its entirety, "The PA shall maintain and execute the COOP and staff-related requirements to higher

headquarters as identified by the customers." Replace this sentence with the following two sentences: "The PA shall maintain and execute the COOP. The PA shall coordinate COOP requirements with customer organizations and staff with higher headquarters."

- C. Paragraph C.5.2.1.3 is amended to delete the following sentence in its entirety, " The PA shall provide satellite preventive and remedial maintenance." Replace that sentence with the following sentence: "The PA shall provide satellite preventive and remedial maintenance to the equipment reference in Technical Exhibit 8, Attachment P." The new Attachment P of Technical Exhibit 8 is provided to this amendment.

SECTION H CHANGES:

Section H is amended to add in reference, Clause 52.0000-4032, Restrictions on Use of Toxic Release Inventory Chemicals (May 1995).

SECTION I CHANGES:

Delete Section I Clause 52.245-19 in its entirety.

UPDATES TO TECHNICAL EXHIBITS:

- A. Delete Technical Exhibit 5, Government Furnished Facilities, Information Technology in its entirety. An amended Technical Exhibit 5 (Rev 1) is hereby incorporated as Attachment 1 to this amendment.
- B. Technical Exhibit 8, Information Technology Attachments, Attachment P, Satellite Systems, is hereby incorporated as Attachment 2 to this amendment.
- C. Reference Technical Exhibit 1, Performance Requirements Summary, Paragraph 5.3.3 through 5.3.3.2.2, "Provide Help Desk Services" amends the maximum allowable degree of deviation from the requirement of 6.5% to 10%.
- D. Reference Technical Exhibit 2, Workload Data – Information Technology, Paragraph C.5.1.7.5 is amended to delete all references to "Upgrades" and replace with the term "Updates."
- E. Reference Technical Exhibit 2, Workload Data – Information Technology, Paragraph 5.3.3, Help Desk Services is deleted in its entirety. Replace with the following data: "5.3.3, Help Desk Services, Unit Measurement, phone call requests – FY 99 count – 35,080, Projected Count – 39,080 and unit measurement walk-in requests – FY 99 count – 520 and Projected Count – 520."
- F. Reference Technical Exhibit 2, Workload Data – Information Technology, Paragraph 5.3.10.2.2, Technical Assistance is amended to state, "5.3.10.3.2, Tier II Work Order Requests."
- G. Technical Exhibit 2, Workload Data – Information Technology is amended to add: "Paragraph 5.3.10.2.2, Technical Assistance, Unit Measurement is a work order, FY 99 count is 5, Projected Count is 5."
- H. Technical Exhibit 2, Workload Data – Information Technology is amended to change paragraph 5.4.1.1, Administration of Baylor Conference Center Complex, Distribution/Remarks delete the statement "increased workstations in TACOM-RI."

I. Reference Technical Exhibit 8, Information Technology Attachments, Attachment A, Information Technology Work Order System is amended to remove all references to "service order" and replace it with the term "Work Order."

J. Defense Priorities and Allocation System (OSC Form 715-3), dated August 2000 is added at Attachment 3.

K. Reference U.S. Department of Labor Wage Determination Number 1994-2175 dated 4 June 2000, Revision 17 is deleted in its entirety. Insert and replace with U.S. Department of Labor Wage Determination Number 1994-2175 dated 14 September 2000, Revision 18. See Attachment 4.

SECTION L CHANGES:

A. Delete Section L, subparagraph L.5.5, Volume VI – Financial Capability in its entirety and replace with the following:

B. L.5.5 VOLUME VI – Financial Capability

FINANCIAL CAPABILITY (Written Financial Data Only). The contractor shall provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the company's financial condition. The following list is to be used as a guideline; however, deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

- The most recent three years of financial statements (preferably audited) or SF1407. (Note the submission of unaudited financial statements will delay the evaluation process. The Government reserves the right to audit all unaudited financial statements.)

- Financial statements should include, at a minimum, the following for each company:

- Balance Sheet
 - Income Statement
 - Statement of Cashflows
 - Footnotes to the Financial Statements
 - Copy of the Certified Public Accountant's Opinion Regarding the Financial Statements Submitted

- A copy of the current annual report if available

Any additional information provided in the offeror's (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate your firm's financial capabilities.

Financial statements should pertain to the business unit(s) that will actually be performing the work.

If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial

statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless one of two conditions exists:

- 1) The company obtains, and furnishes to the contracting officer, a written supplement to the CPA firm's existing statement regarding the parent company's financial statements. This supplement should state clearly that the independent auditor has reviewed the subsidiary's or division's financial statements as submitted in response to this RFP, and has found them to be an accurate representation of that business unit's financial condition as of the date of those statements.
- 2) The parent company submits to the contracting officer, a letter of commitment, signed by an official with the authority to bind that firm, stating that it assumes financial responsibility for the performance of the subsidiary or subordinate company in the performance of this contract.

If the company to be performing the work is a joint venture, limited liability Company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

C. Page L-2, under L.2. "Written Proposals", Area III, change "Small Business Use" to read, "Small Business Utilization"

D. Page L-3, L.3 (Chart), III, Change "Small Business Plan" to read "Small Business Utilization Plan".

E. Page L-6, L.5, Volume III, Change "Small Business Plan" to read, "Small Business Utilization Plan".

F. Page L-9, L.5.2.a, Delete "The offeror is to address the following factors in detail" replace with, "The offeror is to submit a utilization plan which addresses the following factors in detail".

G. Page L-9, L.5.2.e, Change the sentence to read, "The offeror will provide an explanation and justification for shortcomings of either the utilization plan or past performance in this area." After this paragraph add the following:

H. The utilization plan is required in addition to any required sub-contracting plan IAW clauses FAR 52.219-9, Small Business Subcontracting Plan" or DFARS 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".

SECTION M CHANGES:

A. Page M-1, M.1.1, second paragraph, correct the last sentence to read as follows: "The selection of the offeror that represents the best value to the Government will be based on an evaluation of proposals and an integrated assessment of the following evaluation areas: Management Approach (acceptable/unacceptable), Technical (acceptable/unacceptable), Small

Business Utilization (acceptable/unacceptable), Past Performance (adjectivally rated), Financial Capability (unacceptable/unacceptable) and Cost/Price.”

B. Page M-1, M.1.2. Area III, correct to read “Small Business Utilization”.

C. Page M-1, M.1.2, Evaluation Areas, Second paragraph, correct to read: “Areas I, II, III, and VI are evaluated as acceptable or unacceptable. A proposal that is unacceptable in any area is disqualified from the competition. Area IV is rated adjectivally.

D. Page M-3, M.2.4, Evaluation Area III: Change to read “Small Business Utilization”.

E. Page M-3, M.2.4.a. Correct title of paragraph to read “Proposed Small Business Utilization.”

F. Page M-4, M.2.4.b.2, After this sentence, add a new paragraph to read as follows: “The Government may use other information to verify or supplement the offeror’s past small business use.”

G. Page M-4, M.2.5.a. “Acceptable”, delete this paragraph in its entirety. Replace with the following paragraph:

Acceptable: The offeror proposes to use a small business vendor base that meets or exceeds the following goals: Small Business (SB) (23 percent), Small Disadvantaged Business (SDB) (5 percent), Woman Owned Small Business (WOSB) (5 percent), and the Historically Underutilized Business Zone (HUBZone) (2.5 percent FY2002 and 3 percent for the balance of the contract term). The Offeror’s proposed use of a small business vendor base is applicable to only those dollars the prime offeror proposes to subcontract or obtain from outside sources (i.e., supplies and services). The Small Business percentages stated previously are recommended levels of the total estimated dollars to be subcontracted. If the prime offeror is a small business concern, its own participation will be considered toward the evaluation of the Area. The offeror has provided sufficient information to determine Planned Small Business Utilization including but not limited to the name(s), type of business, products/services to be performed by the small businesses, and provides a full explanation and justification for the shortcomings of either the planned participation below the goals and/or unidentified small business vendors, or products/services to be performed by Small Businesses. Based on the offeror’s past performance and/or any justification for shortcomings in past performance in this Area there is no more than “moderate risk” that the offeror will not meet the proposed goals.

H. Page M-4, M.2.5.b, “Unacceptable”, Correct the first sentence of this paragraph to read as follows: “The offeror proposed to use a small business vendor base that does not meet the following goals for SB, SDB, WOSB and HUBZone”.

I. Page M-5, M.2.5.c “Neutral”, Delete this paragraph in its entirety.

CLARIFICATIONS:

A. Reference Section L, Clause 52.215-1. The Government will not accept multiple or alternate proposals.

B. This amendment extends the solicitation closing date to 16 Jan 01, 1600 CST.