

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 19 July 2004	4. REQUISITION/PURCHASE REQ. NO. SAP #1000003101	5. PROJECT NO. (If applicable)		
6. ISSUED BY Contracting Officer, Code 225 SPAWAR Systems Center, San Diego 53560 Hull Street San Diego, CA 92152-5001 Beverly J. Buck-Jimenez (619)553-7708		CODE N66001	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)				(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO. N66001-04-R-0047	
				9B. DATED 30 Jun 2004	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
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 one (1) copy 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 DATA 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 data 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.

<input checked="" type="checkbox"/>	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 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to modify and answer contractor questions pertaining to the Request for Proposal.

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

(a) The following questions have been submitted regarding Request for Proposals N66001-04-R-0047. Answers to each question are provided below in bold text.

1. Question: Is full funding available for the first two-year base period? If not, will there be a provision to recoup mobilization or start-up costs should funding not become available?

Answer: The amount of funding to be made available is unknown. Refer to Section B clause 5252.239-9606, which sets forth a minimum amount of \$100,000, and Section I clause 52.216-22. There are no provisions to recoup costs in the absence of funding obligated via an officially executed delivery/task order.

2. Question: Is a security clearance required prior to contract award? Will drug testing of crewmembers be required?

Answer: A security clearance is not required prior to award; refer to Section C clause C-313. Refer to Section C clause C-317, Section I clause 52.223-6, and Section I clause 252.223-7004 regarding drug-free work force/place requirements.

3. Question: Under C-326, Delivery/ task order procedures, there is significant discussion of T&M ordering. Will there be any T&M orders?

Answer: No, this is a Cost Plus Fixed Fee type contract as stated by Section G clause G-314, Section H clause H-322, and Section L provision 52.216-1.

4. Question: Under G-312 (2), the language implies that multiple delivery orders will be invoiced under a single invoice rather than a separate invoice for each. Please clarify.

Answer: Section G clause G-312 does not provide invoicing instructions. G-312 relates to a report submitted concurrent with each invoice.

5. Question: Are key personnel required to be employees of the contractor or can they be provided by a subcontractor? Can they be provided by a temp agency and charged as ODC?

Answer: There is no contract term to prohibit key personnel from a subcontractor, consultant, etc. Refer to Section I clauses 52.219-14 and 52.244-2.

6. Question: Under Section L, Par 3.2 Past Performance, (4) Business Relationship, we are uncertain how to provide supporting data for such things as "businesslike correspondence" or "reasonable/cooperative behavior". Please clarify. This seems to be very subjective. Does this evaluation sub-item carry the same weight as technical performance of (a) and (b) in Organizational Experience?

Answer: The solicitation is clear on its face. Refer to Sections L and M of the solicitation.

7. Question: Since this is a small business set aside, it is unusual to have "Utilization of Small Business Concerns" as an evaluation criteria since all respondents must be small business concerns. We are unsure how to demonstrate compliance with this requirement since we have never been required to determine the status of our suppliers. It would appear that the contract provides limited subcontracting opportunities which is frequently true of small service contracts, especially those that include the clause at 52.219-14. Please clarify the expected response.

Answer: The solicitation is clear on its face. Consideration of an offeror's record of past performance in complying with the clause at FAR 52.219-8 is required by DFARS 215.305.

8. Question: It appears that the requirements of paragraph 3.1 are not reflected as requirements for the personnel on the key personnel resume requirements. Rather they are desired qualifications. This does not seem consistent with the operational requirements and provides a high technical risk for those who meet the minimum qualifications. How will this be evaluated against those with more extensive requirements (read incumbent). Please clarify.

Answer: The solicitation is clear on its face. Refer to Section M of the solicitation.

9. Question: Has a walk through of the vessel been scheduled? Please advise. How will access to the base be arranged?

Answer: A site visit is available for all offerors who contacted SSC San Diego within 14 days of the solicitation release, in accordance with Section L provision L-338. SSC San Diego will be in contact with all such offerors to discuss site visit procedures.

10. Question: Please advise the deadline for submittal of questions regarding this RFP and when we can expect a response to the questions. Timely response will enable our team to submit a quality response to the RFP. How will the response to questions be made?

Answer: Questions may be submitted prior to the offer due date and time identified in the solicitation. A timely response will be provided and may be provided via telephone to an offeror, if only clarification is required. An amendment will be issued if the Government response effects the terms and conditions of the solicitation. The Government has no intention to extend the due date and time for the receipt of offers.

11. Question: Will key personnel or other crewmembers be permitted to live aboard the craft while in port? If not, can a weekly living allowance be paid as an ODC, which is not fee bearing?

Answer: No key personnel or crewmembers are permitted to live aboard the vessel while in port. Weekly living allowances are not authorized under the terms and conditions of the contract.

12. Question: Can meals be provided to crewmembers at their expense during in-port workdays using the ships galley? Using the seaman/cook?

Answer: No. Neither the ship's galley nor the seaman/cook are to be utilized for meals during in-port workdays. The seaman/cook position will not be required while the vessel is in port.

13. Questions: Fee payment is based on dollars per hour of services. This means the same fee is paid for a \$15.00 per hr seaman as a \$30.00 per hour craft master. This seems inequitable and may reflect a fee in excess of the allowable FAR percentage on cost plus fixed fee contracts.

Answer: This is an incorrect statement. Refer to Section B clause B-309.

14. Question: In Section M, Par 2.1, the RFP states, "Experience is the opportunity to do by learning." This implies that no experience is required for the crewmembers if they meet the minimum qualifications of Attachment 8. The desired qualifications seem to be similar to the Requirements of the SOW, Par 3.1. Please clarify why operational work requirements are not reflected as required qualifications for key personnel. Is a craft master with no experience in Government research operations considered qualified?

Answer: This is an incorrect statement. The solicitation is clear on its face.

15. Question: Will access to the test range be available prior to contract award?

Answer: No.

16. Question: How will we provide mission specific training and range orientation?

Answer: Specific training and range orientation will be conducted during the phase-in period of the first deployment task order issued after contract award.

17. Question: Is this training cost considered an allowable cost under the contract?

Answer: Yes. Refer to Section I clause 52.216-7.

18. Question: Will an anticipatory cost clause be used to fund mobilization and training prior to formal contract award?

Answer: **No.**

19. Question: Section L, Par 2.1(c) directs the use of an on-Government-site overhead rate structure. Will an office facility be provided for program management/administrative support personnel?

Answer: **No office facility will be provided for program management/administrative support personnel. Section L provision L-317, part 2.0 VOLUME II-PRICE/COST INFORMATION-2.1 (c) states "For bidding/proposal purposes, use on-Government-site overhead rates (i.e., rates associated with performance at Government facilities) for 100% of the level for each labor category specified in part 2.3 below."**

20. Question: Will computer and phone access be provided for communication with home office during in-port stays?

Answer: **Only telephone service to the vessel while in port will be provided.**

21. Question: Will space be provided for record storage of such sensitive information as payroll and employment files?

Answer: **No.**

22. Question: Is an administrative/communication capability made available at the test site?

Answer: **Telephone service at the test site will be made available within 60 days of contract award.**

23. Question: Is a typical mission profile of a representative SQAP test operation available?

Answer: **No.**

24. Question: Will there be a pre-proposal meeting held to provide program orientation and program specific operational information? Sample data analysis and input required during test operations?

Answer: **No.**

25. Question: Is there a successor contractor provision that requires the selected contractor to offer employment to the current contractor crewmembers?

Answer: **No.**

26. Question: What is the significance of the Government hire rates? Do these affect the fully burdened rates we can propose?

Answer: **The Government hire rates reflect the rates that would be used if this requirement was performed by federal employees. No.**

27. Question: Material cost is estimated at over \$150,000 for the base 2-year period. What type of material is included in this cost?

Answer: **Consumable supplies necessary for successful contract performance.**

28. Question: What is the daily food allowance for crewmembers? On board visitors for the purpose of conducting tests?

Answer: The Government will not provide a daily food allowance for crewmembers while in port. The Government will not provide meals for crewmembers for scheduled at-sea trips of fewer than 16 hours per day. The contractor will "brown bag" from home like Government employees. On at-sea trips in excess of 16 hours, the intent of the cook is for crewmembers.

29. Question: Is food available at the test site?

Answer: No, the contractor shall purchase and plan all meals accordingly, based on the vessel's at-sea schedules in excess of 16 hours.

30. Question: Where is fuel available and how is the cost accounted for?

Answer: Government fuel for the R/V Acoustic Explorer is supplied at no charge to the contractor by the Fleet Industrial Service Center, Fuel Farm located at Naval Base, Pt Loma. The contractor is responsible to provide fuel for the Avon Rigid Hull Inflatable Boat.

31. Question: Subcontractor team member considers the rates for crew to be commercial rates and will not reveal details of cost and markups to anyone. Is this acceptable within the cost volume guidelines or will it make the cost proposal non-responsive?

Answer: No, it is not acceptable. Refer to Section L provision L-317, part 2.1(d).

32. Question: The craft master and the mate/navigator are considered to be exempt from the SCA AWD because of the 500-ton professional license and duties performed. Does the Government concur or is the craft master considered to be the same as the Harbor Tug Captain on the AWD which covers special projects vessels? No mate/navigator appears on the AWD. Please clarify.

Answer: The Craft Master under this contract is not considered to be in the same labor category as a Harbor Tug Captain. The applicable Service Contract Wage Determination by the Secretary of Labor is in Attachment 4 of the solicitation.

33. Question: The basis of estimate for four crew members is 4,423 hours per year. The instructions direct pricing based on a 2080 hour year which results in 2.12 FTEs for each of these positions. Since net hours, after contract required holidays and contractor furnished sick/personal, is 1900 hours or 2.33 FTEs, it is not practical to fill each position with only one person. Are we required to submit the resume of those planned back-ups which would mean proposing two qualified persons for each job?

Answer: The estimated level of effort has been reduced. See parts (b) and (c) of this amendment. No more than six (6) contractor crewmembers may be aboard the RV Acoustic Explorer at any given time for purposes of at-sea operations.

34. Question: How are hours at sea calculated for purposes of payment of straight time and overtime?

Answer: Hours at sea are to be calculated by the contractor in accordance with all applicable rules and regulations under the contract, including local, state and federal requirements.

(b) As a result of the above questions and answers, solicitation clause B-309, paragraph (a) is revised as follows:

FROM

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract

is 41,994 hours for the base period, and 62,991 hours for the option period. The direct labor hours include _____ [Contracting officer insert number of hours] uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours.

TO

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is 33,870 hours for the base period, and 50,805 hours for the option period. The direct labor hours include _____ [Contracting officer insert number of hours] uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours.

(c) As a result of the above questions and answers, solicitation provision L-317, paragraph 2.3 is revised as follows:

FROM

2.3 Estimated Level of Effort.

(a) The quantities of labor hours for each labor category shown below, which are to be used by the offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, the Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the offeror's actual labor mix, each proposal must provide the following:

- (1) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.
- (2) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror's accounting procedures (e.g. management and administrative labor costs.)
- (3) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) and (2) above.

	Base Year 1	Base Year 2	Base Total	Option Year 1	Option Year 2	Option Year 3	Option Total	Grand Total
Labor Category								
Program Manager / Craft Master	4,423	4,423	8,846	4,423	4,423	4,423	13,269	22,115
Mate / Navigator	4,423	4,423	8,846	4,423	4,423	4,423	13,269	22,115
Chief Engineer	4,423	4,423	8,846	4,423	4,423	4,423	13,269	22,115
Seaman	4,423	4,423	8,846	4,423	4,423	4,423	13,269	22,115
Seaman / Cook	<u>3,285</u>	<u>3,285</u>	<u>6,570</u>	<u>3,285</u>	<u>3,285</u>	<u>3,285</u>	<u>9,855</u>	<u>16,425</u>
TOTAL	20,977	20,977	41,954	20,977	20,977	20,977	62,931	104,885

TO

2.3 Estimated Level of Effort.

(a) The quantities of labor hours for each labor category shown below, which are to be used by the offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, the Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the offeror's actual labor mix, each proposal must provide the following:

- (1) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.
- (2) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror's accounting procedures (e.g. management and administrative labor costs.)
- (3) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) and (2) above.

	Base Year 1	Base Year 2	Base Total	Option Year 1	Option Year 2	Option Year 3	Option Total	Grand Total
Labor Category								
Program Manager / Craft Master	3,775	3,775	7,550	3,775	3,775	3,775	11,325	18,875
Mate / Navigator	3,595	3,595	7,190	3,595	3,595	3,595	10,785	17,975
Chief Engineer	3,595	3,595	7,190	3,595	3,595	3,595	10,785	17,975
Seaman	3,595	3,595	7,190	3,595	3,595	3,595	10,785	17,975
Seaman / Cook	<u>2,375</u>	<u>2,375</u>	<u>4,750</u>	<u>2,375</u>	<u>2,375</u>	<u>2,375</u>	<u>7,125</u>	<u>11,875</u>
TOTAL	16,935	16,935	33,870	16,935	16,935	16,935	50,805	84,675