

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>S</b>	PAGE OF PAGES <b>1   7</b>
2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>31-Oct-2011</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA	CODE <b>W913FT</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. <b>W913FT-12-T-0001</b>	
		X	9B. DATED (SEE ITEM 11) <b>18-Oct-2011</b>	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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 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)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.)				
a. This amendment is issued to respond to questions from prospective offerors, modify the proposal submission instructions and add the organization conflict of interest (OCI) provision.				
b. All other terms and conditions remain unchanged.				
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)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		<b>31-Oct-2011</b>

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION SF 30 - BLOCK 14 CONTINUATION PAGE**

**The following have been added by full text:**

**MODIFICATION TO ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS –  
COMMERCIAL ITEMS**

**ADDITIONAL INSTRUCTIONS AND INFORMATION:**

Para 2(c)(3) Proposal Files/Content Requirements/Vol III is revised to add:

(f) Section 6 Organization Conflict of Interest Certification. Each offeror shall submit / certify their Organizational Conflict of Interest status as follows.

"The Offeror/Contractor hereby certifies to the best of its knowledge:

a. No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work; or

b. A real or apparent OCI may exist as a result of an award. An appropriate OCI Avoidance or Mitigation Plan is attached.

Failure to submit and negotiate an acceptable organizational conflict of interest plan shall make the offeror ineligible for award of the contract.

**ORGANIZATIONAL CONFLICT OF INTEREST**

Submitters are advised the Government has identified a potential organizational conflict of interest (OCI) that could preclude the Contractor from competing for, or being awarded this contract. To address this issue, each offeror will submit / certify their Organizational Conflict of Interest status as follows.

"The Offeror/Contractor hereby certifies to the best of its knowledge:

a. No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work; or

b. A real or apparent OCI may exist as a result of an award. An appropriate OCI Avoidance or Mitigation Plan is attached.

The term "Offeror/Contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The

term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

Any OCI Avoidance or Mitigation Plan submitted does not count against the proposal page length restrictions set forth under the Addendum to FAR Clause 52.212-1.

Failure to submit and negotiate an acceptable organizational conflict of interest plan shall make the offeror ineligible for award of the contract.

W913FT-12-T-0001  
Questions and Answers  
Administrative Support Services

- 1) Question: Is this a follow-on requirement? If yes, who is the incumbent and what is the contract number? If there is an incumbent, please provide the information on the same such as contractor name, contractor period of performance, contract amount, solicitation number, etc.

Response: Yes, this is a follow-on requirement.

Incumbent Contractor:	PAE Colombia Services MV LTDA
Contract number:	W913FT-06-D-0002
Period of Performance:	1 Sep 06 – 29 Feb 12
Contract Value:	\$2.9M (Base and 4 Options plus FAR Clause 52.217-8)
Solicitation Number:	W912CL-06-R-0007

- 2) Question: Standard Form 1449, Block 10 indicates that solicitation is “unrestricted”, and also identifies a “\$7M” size standard for NAICS 561110. Can you please confirm that this solicitation is set-aside for companies who meet the \$7M size standard of NAICS 561110?

Response: This solicitation is “Unrestricted”. The size standard is provided for information purposes only.

- 3) Question: For pricing purposes, can the Government provide the Holiday schedule for the US Embassy, Bogota?

Response: Please see Exhibit A (Page 89) of the solicitation.

- 4) Question: PWS Section 1.2.1 states that “All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor’s expense (See Par 7.1).” Can the Government provide the current cost associated with processing a single contractor clearance action through the RSO and the Government of Colombia?

Response: The RSO does not charge processing of RSO clearance for contractor personnel

- 5) Question: PWS Section 2.2, states that “The U.S. Government may from time to time offer the contractor the opportunity to enroll personnel in U.S. Government sponsored training courses. Attendance at/in U.S. Government training courses shall be at Contractor expense and not chargeable to the

contract.” Can the Government provide an estimate of the frequency and duration of Government sponsored training courses?

Response: Average of two courses per year.

- 6) Question: PWS Section 3.1 states that “The contractor shall provide employees, who are fully qualified, possess the training, skills, and experience necessary to satisfactorily perform the required services without the direct supervision of the Government. The contractor shall be responsible for providing an adequate number of personnel to meet the Government’s needs. Therefore, the contractor should anticipate the need to increase and decrease personnel as necessary to meet unforeseen increases and decreases in workload.” Can the Government provide historical data on the frequency and duration of both increases and decreases in personnel needed to support the PWS?

Response: Average increase/decrease of three personnel for the last two years.

- 7) Question: Can the Government provide the current quantity and types of vehicles required by the contractor to support the requirements of the PWS, or the current number and type of vehicles being used by the incumbent contractor?

Response: There is no requirement for contractor vehicles in the performance of the contract.

- 8) Question: Often specific socioeconomic goals which requires a percentage of work be completed directly by a small business or through utilization of a subcontractor with small business status are established for opportunities such as this one. Is there any consideration to assign this effort to one of the following categories?

Small Business  
Veteran-Owned Small Business  
Service Disabled Veteran-Owned Small Business  
Small Disadvantaged Business

Response: No. Performance of this contract is outside the Continental United States. Acquisition is “Unrestricted” and thus open to both large and small businesses. There is no set-aside for this procurement.

- 9) Question: Are all contract employees required to have a secret clearance or is that requirement limited to the Program Manager?

Response: Only the Program Manager is required to have a secret clearance.

- 10) Question: May I have the government’s estimated annual spend for this initiative?

Response: The Government estimate is for Government use only and cannot be released.

- 11) Question: In reference to CLIN 0008 Overtime, to which of the Labor Categories does it apply?

Response: CLIN 0008 Overtime applies to all labor categories.

- 12) Question: Can the government provide a seniority list for the existing employees, including the job category and number of years in position?

Response: This information is not available as employees change throughout the contract performance period.

- 13) Question: Are the existing employees, other than the Project Manager, Colombian nationals?

Response: Yes.

14) Question: Are there any subcontractors in the current contract?

Response: No.

15) Question: Can the government provide the history of average of hours worked Overtime for each Labor Category?

Response: Overtime hours are not categorized by labor category. Average overtime is 100 hours per month for all labor categories; however, this varies depending on mission requirements.

16) Question: What are the exact training programs the government will provide the support personnel?

Response: The Government does not provide training programs to support contractor personnel. The contractor is required to provide trained personnel. If, during the performance period, a training course is identified that will benefit the Government, training will be provided at Government expense.

18) Question: FAR 52.212- 2 Paragraph B, Factors And Sub-Factors To Be Evaluated states that in our Overall Management and Staffing Plan, "the basis for providing staffing must conform to the workload stated in the PWS." There appears to be no workload data included in the PWS. Please supply the historical workload data for this solicitation. This information is needed so that all offerors have sufficient details to enable them to compete intelligently and on an equal basis.

Response: The estimated number of hours for each labor category is provided in the solicitation.

19) Question: How many positions for each labor category are needed?

Response: The contractor shall make the determination based on the Performance Work Statement in the solicitation.

20) Question: What is the anticipated workload for each labor category? How much of the workload is expected to be handled by one (1) Full Time Equivalent Employee?

Response: Please see response to Question No. 18.

21) Question: What is the exact duty location for each position? Do we assume all positions are permanently based in Bogota?

Response: Majority of the positions are in Bogota and there are a couple of positions in Melgar. However, if a requirement arises during the performance period in places other than Bogota and Melgar, the contractor shall be prepared and ready to fulfill the requirement.

22) Question: Do we assume that each staff members has 5 TDY trips per year? Or, is it that specific staff members (by position) travel each year due to reoccurring operational requirements?

Response: No. Five (5) is the total projected number of TDY trips that may occur during contract performance. TDY is mission dependent.

23) Question: To which locations will staff members travel?

Response: Please refer to Par 3.1.3 of the Performance Work Statement included in the solicitation.

24) Question: What are the travel requirements under the current contract?

Response: Travel requirements under the current contract are the same as that stated in the solicitation.

25) Question: May we obtain from the RSO, a copy of the documents that each employee must complete in order for the Security check to be processed by the RSO in Columbia? This will enable us to anticipate what is required for each candidate within this country.

Response: The documents required for RSO clearance/security check will be provided to the awardee within five (5) days of contract award.

26) Question: Is there a pre-employment medical exam required for staff? If so, please, advise of the requirements/forms required. Will this expense be borne by the contractor?

Response: The solicitation does not require pre-employment medical for staff. However, contractor shall comply with all Colombian labor laws and regulations.

27) Question: Can you please confirm that no resumes are needed for the proposal submission?

Response: Resumes are not needed for the proposal submission.

28) Question: How do we bill for the Program Manager. It is an on call 24 hours position.

Response: The contractor shall make the determination on how to bill for the Program Manager. There is no separate line item in the solicitation for this position.

29) Question: Are incumbents available for rehire?

Response: This issue is between the incumbent personnel and the contractor.

30) Question: Is this contract subject to Service Contract Act.

Response: No. Performance is outside the United States.

31) Question: Under Para 2.2 Training Certification, it mentions that the workforce will have experience required to satisfactorily perform the services and operate equipment. The only way this experience is from incumbents. Will the government provide a list of the incumbents after award to the successful offeror.

Response: The successful offeror may request this information from the incumbent contractor.

32) Question: Are local firms allowed to bid on the job

Response: Any and all companies, local or otherwise can submit a response to the solicitation.

33) Question: How many days of vacation is normally allowed for the incumbents.

Response: This issue is between the incumbent and the successful offeror. However, the offeror is reminded that there is a requirement in the PWS to comply with all applicable Colombian labor laws and regulations.

34) Question: The working hours for each individual is 50 hours while the bid says 48 hours. Please advise.

Response: Normal working hours is 48 hours per week IAW Colombian labor laws.

35) Question: Can you provide the types of training to be provided to estimate the costs.

Response: Please see response to Question No. 16.

36) Question: Overtime is for which specific positions?

Response: Please see response to Question No. 11.

37) Question: What is an approximate cost for Colombian background check?

Response: The Regional Security Office (RSO) does not charge for background checks.

38) Question: As per Section 5.10 which Colombian laws apply to this solicitation.

Response: The contractor is responsible in determining which labor laws apply.

(End of Summary of Changes)