AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
S	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	05-Aug-2011	WF7LKT10070604	

6. ISSUED BY CODE W913FT

REGIONAL CONTRACTING OFFICE (RCO) BOGOTA
U.S. EMBASSY-BOGOTA
USMILGRP UNIT 5130
AP0 AA 34038-5130

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

CODE FACILITY CODE

X	9A. AMENDMENT OF SOLICITATION NO. W913FT-11-T-0079
X	9B. DATED (SEE ITEM 11) 29-Jul-2011
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] 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 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.)

The purpose of this amendment is to add questions/answers, and clarify items in the basis of award.
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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 05-Aug-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:
QUESTIONS
Questions/Answers

1. Can you provide the estimated award and contract start dates?

As soon as the technical and internal reviews are accomplished, after receipt of proposals. Approximately 3 weeks after receipt of proposals.

2. Page 37, 4.2 references Annex 1 – draft deployment schedule. There is NO Annex 1 included in the RFP postings. Can you please provide Annex 1 for review?

The example deployment schedule was added 5 August 2011. It will change depending on date of contract award.

3. Is there the possibility for follow-on work or is this effort only funded for one year?

It is only funded for 1 year, but if a future requirement comes out it will be competed separately.

4. Where is the CRT currently stored and who maintains operational control of CRT?

The equipment is being maintained by the Colombian Military (COLMIL).

5. Page 39, project performance references the three phases of this project (before, during and after). Can you elaborate on what before, during and after means?

It refers to each leg of the CRT. An assessment will be done before starting the service in an area, feedback during the CRT, and a debrief after it is finished.

6. Does the CRT include an integral power generating supply?

All necessary equipment will be provided by the USMILGP/COLMIL.

7. Does the Columbian government have a preferred vendor already for this effort? If so, who is the vendor?

No, they do not.

8. Was the CRT concept developed totally by the government, or, was a contractor involved? If so, who?

The content was developed jointly by the USMILGP and the COLMIL.

9. Page 40, GFE, will housing be provided for the contractor employees?

It is possible in some cases (security) that the COLMIL provides housing, but that should not be planned as part of this contract. The Contractor is ultimately responsible for housing and per-diem for their employees.

10. Does the CRT require access to the internet to operate?

Currently it does not, but if the need arises that will be up to the contractor to find a way.

11. Page 46, 2. Past Performance, references the evaluation of CONSTRUCTION projects or contracts. Can you clarify what this means and how it correlates to this IO effort?

Corrected on amendment 0001.

12. There is no mention of Security clearance requirements. Are any of the contractor employees proposed for this required to possess an active Security clearance? If so, how many and at what level?

No specific security clearance is required. Only the intellectual property requirement applies.

13. Can you please provide the name of the company that designed and sold the CRT to the USG/Columbian government?

Yes, the company is called Limbica. Its contact information is:
Constanza Duran, CEO
e-mail: grupolimbica@yahoo.com
contact numbers: 57 7 6903230 and/or 57 313 2612691 (cellphone)

14. Does the USG have desired labor categories and descriptions for the key personnel?

No. Other than DBA insurance, local employment laws apply. The company shall provide the USG the best people for achieving the objectives. The company shall be aware of the exact objectives and the operation (interaction with children, vulnerable population, etc) and it shall be their responsibility to put people in the correct positions.

15. Section 5.7 of the PWS states "The Contractor shall be legally registered as a company in Colombia". Does that mean the contractor can be a US company registered in Columbia or is the solicitation/contract intended for a Columbian company?

The Contractor may be from anywhere, but they shall be legally registered to do business in Colombia. It is the responsibility of the contractor to fill all Colombian requirements in accordance with local laws.

16. Instructions to Offerors, section 3.a. states offerors must, "Have an established business with a permanent address and telephone listing". Does that refer to a permanent address and telephone listing in Columbia?

No, it can be anywhere. The business shall be a "real" business that is registered somewhere and has permanent office information.

17. Is it possible to set up a visit to the site?
It would be possible for them to visit the CRT but we need to know when they would be visiting, for we need to coordinate with the Colombian office who is in charge of the CRT to get it ready. We would be the POC in this case. POC info: carlos.olano.ctr.co@tcsc.southcom.mil

18. For any local national hires, will any local background checks be required to be conducted? If yes, will they be conducted by the US Embassy or will the contractor be required to obtain the services of a third party background provider?

All background checks are the responsibility of the contracted company. The US Embassy will not conduct background checks on contractor employees.

19. Please confirm that no security clearances will be required for anyone supporting this contract and all materials will be Unclassified.

See question 12.

The following have been modified:

BASIS FOR AWARD

A. BASIS OF AWARD. The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation, to the Offeror whose response conforms to the Statement of Work and is technically acceptable, and provides the lowest total price for the actual contract line items awarded.

B. FACTORS. The technical portion consists of two (2) criteria elements. Technical Acceptability will include a review of each element of the Technical Proposal. Each Offeror's response will be evaluated and rated on each criteria element. Those ratings will then be rolled into one overall factor rating. Any criteria element(s) rated as "unacceptable" will result in an overall factor rating of "unacceptable".

1. FACTOR 1 - Technical criteria elements consist of the following:

a. The Government will evaluate the proposed description of materials and products to ensure the Contractor understands project requirements.

b. Project Schedule**:** The Government will evaluate the project schedule in the form of a Critical Path method. The project schedule will be in sufficient detail to clearly illustrate the major service phases (i.e. pre-assessment, during, and post etc.), expected completion dates, execution times of each phase. The Government will evaluate the sequence of work to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project.

2. FACTOR 2 - Past Performance: The Government will evaluate the submitted projects/contracts in order to evaluate both past performance and experience. Past performance relates to how well a contractor has performed. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. The Government may contact references to verify experience and past performance. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submittal and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the 3 contracts submitted, it may evaluate those contracts in addition to those submitted. In the event an Offeror has no relevant past experience, Offeror's may submit past performance information for key personnel proposed.

3. FACTOR 3 – COST/PRICE: Price analysis will be performed to make a fair and reasonableness determination. Supporting documentation shall be included in the Cost/Price submission and breakdown of the costs.

C. EVALUATION APPROACH: The evaluation process consists of two parts; 1) Technical evaluation and 2) Past Performance evaluation; Price will be evaluated separately from Technical and Past Performance evaluations.

1. All Factors/Sub-factors will be evaluated based on how well the proposal addresses an Offeror's processes, methodologies, approaches, and concepts to fulfill the solicitation requirements. Based upon an Offeror's evaluated strengths, weaknesses, and deficiencies, the Government will assign a Technical Merit Adjectival Rating and a Past Performance Risk Rating (defined under Proposal Rating Scheme in paragraph D and E below) to each Factor and criteria element. The Technical Merit Adjectival Rating focuses on how well the proposed approach would meet solicitation requirements. The Past Performance Risk assessment rating focuses on the risks and weaknesses associated with an Offeror's proposed approach and includes an assessment of the potential disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight.

2. All proposals shall be subject to evaluation by a team of technical evaluators. Each evaluator will independently evaluate each proposal. Thereafter, the results of the independent evaluations are merged into a final evaluation report. The evaluation report must represent a consensus of opinion of the members and be signed by each member.

D. TECHNICAL MERIT ADJECTIVAL RATING SCHEME: The following is the Technical Merit Adjectival Rating Scheme for evaluation of Technical Proposal:

ACCEPTABLE – Proposal clearly meets the minimum requirements of the solicitation.

UNACCEPTABLE – Proposal does not clearly meet the minimum requirements of the solicitation.

E. PAST PERFORMANCE ADJECTIVAL RATING SCHEME: In the evaluation of Past Performance, the evaluators will use the following adjectives and related definitions to define the past performance risk the contractor poses.

ACCEPTABLE – Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (See Note Below).

UNACCEPTABLE – Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(End of Summary of Changes)