

AMENDMENT OF SOLICITATION
(Negotiated Procurements)

PAGE OF PAGES

NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. **IF YOUR ACKNOWLEDGMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED.** If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT

1. SOLICITATION NUMBER	2. SOLICITATION DATE	3. AMENDMENT NUMBER	4. AMENDMENT DATE
5. ISSUED BY		6. DUE DATE	
		THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW.	
		A. DATE	B. TIME
7. FOR INFORMATION CALL <i>(No collect calls)</i>			
A. NAME	B. TELEPHONE		C. E-MAIL ADDRESS
	AREA CODE	PHONE NUMBER	
8. DESCRIPTION OF AMENDMENT			

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

II. ACKNOWLEDGMENT OF AMENDMENT

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR	10A. OFFEROR <i>(Signature of person authorized to sign)</i>
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNER
	10D. DATE

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1. Executive Summary definition of “Offeror” is deleted in its entirety.

The revised definition is as follows:

“Offeror” means the single legal entity submitting the offer. The entity may be a corporation, a joint venture, a limited liability corporation, a limited liability partnership, or any other legal entity, and may be preexisting or newly formed for the purpose of competing for this contract.

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2. Referenced clause B.4 (e) Option(s) to Extend the Contract (Time-and-Materials / Labor-Hour) Alternate III (May 1997), paragraph (e).

Delete: “Term of Contract—Alternate II” and “Level of Effort (Alternate I)”.

Substitute: “F.1 Term of Contract (SEP 2004)” and “B.8 Price Schedule (Time and Material and Labor Hour) June 2004.”

The clause is revised as follows:

(e) As may be appropriate, the Government may elect to authorize the use of option hours earlier than the period stated in paragraph (f) of this clause. The contract will then be modified to exercise the option early. The term of the contract will be extended by increasing the labor hours by the quantity specified in the option; however, labor rates to be paid will be those proposed for the time period in which the performance occurs. DPLH not expended during their specified period may be expended during a subsequent period. Notwithstanding the specified term of contract set forth in the clause entitled “F.1 Term of Contract (SEP 2004),” the term of contract will expire prior to the end of the specified term when the total of all estimated DPLH which is to be authorized by the Contracting Officer pursuant to the clause entitled “B.8 Price Schedule (Time and Material and Labor Hour)(June 2004),” have been expended by the Contractor. A contract modification will be issued unilaterally by the Contracting Officer to reflect the revised expiration date.

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3. Reference Clause B.7 Distribution of Performance-Based Fee. Delete the annual evaluation periods. Substitute the semi-annual evaluation periods.

The clause is revised as follows:

B.7 Distribution Of Performance-Based Fee

The total amount of performance-based fee available under this contract is assigned to the following evaluation periods:

Transition Period: Performance-based fee is not available for the transition period.

BASE TERM

Evaluation Period:	<u>8/1/05 – 1/31/06</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

Evaluation Period:	<u>2/1/06 – 7/31/06</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

Evaluation Period:	<u>8/1/06 – 1/31/07</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

Evaluation Period:	<u>2/1/07 – 7/31/07</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

Evaluation Period:	<u>8/1/07 – 1/31/08</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

Evaluation Period:	<u>2/1/08 – 7/31/08</u>
Available Performance-Based Fee:	<u>\$</u>
Base Fee:	<u>\$</u>

TOTAL FEE FOR BASE TERM	
Total Performance Base Fee:	<u>\$</u>
Total Base Fee:	<u>\$</u>

OPTION YEAR ONE

Evaluation Period: 8/1/08 – 1/31/09
Available Performance-Based Fee: \$
Base Fee: \$

Evaluation Period: 2/1/09 – 7/31/09
Available Performance-Based Fee: \$
Base Fee: \$

OPTION YEAR TWO

Evaluation Period: 8/1/09 – 1/31/10
Available Performance-Based Fee: \$
Base Fee: \$

Evaluation Period: 2/1/10 – 7/31/10
Available Performance-Based Fee: \$
Base Fee: \$

4. Reference B.8 PRICE SCHEDULE (Time-And-Material And Labor-Hour)(June 2004).

Paragraph (a), first sentence, parenthetic phrase: Delete “and profit”.

Substitute the following first sentence:

“(a) The Contractor shall provide personnel in the labor categories and at the hourly rates (wages, indirect costs, and general and administrative expenses) set forth below.”

5. Reference Section B, B.8 – Price Schedule.

Modify forms relating to “Option Year 1” or “Option Year 2” to remove “Year 1/Year 2/Year 3” from the fourth and fifth column headings.

<u>Labor Category /Level</u>	<u>Salary Range</u>	<u>Estimated DPLH</u>	<u>Fully Loaded Hourly Rate</u>	<u>Estimated Overtime Rate</u>	<u>DPLH Price</u>
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6. Reference Clause F.3 Transition Activities.

Paragraph (a), first sentence: Delete “on June 1, 2005.”

Substitute: “**sixty (60) days after the date of award.**” The first sentence is revised as follows:

“(a) During the period of the transition, specified in the clause in Section F entitled “Term of Contract,” the Contractor shall perform those activities necessary to be prepared to assume responsibility for the Contract work sixty (60) days after the date of award.”

7. Replace Clause H.20 in its entirety with the following:

H.20 Right of First Refusal (NOV 2004)

Right of First Refusal is granted to incumbent non-managerial employees working 50% or more of the time (e.g. ½ of one FTE) on work described in the Performance Work Statement (PWS). This includes key technical and non-key employees. The Contractor (including any teaming partners, subcontractors, and joint ventures) shall offer eligible employees, on the effective award date, a Right of First Refusal for employment under this award in available positions for which they are qualified.

The successful Offeror(s) (including any teaming partners, subcontractors, and joint ventures) shall determine the number and types of jobs to be filled, and the number of employees necessary for the efficient performance of the work and may elect to employ either fewer or more employees in non-key positions than are employed by the predecessor. At time of award, the Contractor (including any teaming partners, subcontractors, and joint ventures) will be provided a list of the incumbent’s employees who have a Right of First Refusal.

The Contractor (including any teaming partners, subcontractors, and joint ventures) shall make an express offer of employment to each eligible employee for which there is a position available. The Contractor shall specify a reasonable time (not less than 10 days from the receipt of an offer) within which the individual must accept such offer. The Contractor shall not offer employment for a non-managerial position on this award prior to having fully complied with the Right of First Refusal requirements.

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8. Reference Clause H.21 Pay and Benefits of Transitioning Employees (JUL 2004). Delete the entire clause.

Substitute the following Clause:

H.21 Pay and Benefits for Transitioning Employees (NOV 2004)

The Contractor will ensure transitioning employees with the right of first refusal (hereinafter in this clause “Transitioning Employees”) performing the Performance Work Statement (PWS) shall receive a pay and benefits package that is substantially equivalent in the aggregate based on its company policy, but may not necessarily mirror their previous pay and benefits.

If determined necessary, minor adjustments to proposed Transitioning Employee pay and benefits will be considered during the transition period.

The Contractor shall provide a summary of all benefits to be provided to all employees and recognize the Transitioning Employees’ company service as of the date of contract transition for the purpose of determining benefit eligibility. The Contractor shall recognize the Transitioning Employees’ company service for the purposes of determining their future eligibility for benefits (i.e., paid leave, severance benefits, Family Medical Leave Act eligibility/entitlement, no waiting period or pre-existing conditions exclusion for healthcare benefits eligibility, vesting in retirement plans, etc.) Prior service will not be credited for any other purpose by the Contractor.

The employee benefits listed at the end of this paragraph shall, at a minimum, be included as part of the Contractor’s benefit package to ensure the pay and benefits provided to the Transitioning Employees are substantially equivalent in the aggregate.

Health & Welfare Benefits

**Medical Plans
Comprehensive Leave Program
401 (K) Savings Plan**

Other Benefits

**Paid Holidays
Paid Vacation**

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9. Insert the following clause:

H.25 Key Personnel (NOV 2004)

There are two types of key personnel positions recognized by this contract; Key Management and Key Technical. Key Management positions are defined by the Offeror. Key Technical positions are defined by the Government and have the Right of First Refusal in accordance with H.20. All key positions shall comply with clause I.75 DEAR 952.215-70 Key Personnel (DEC 2000).

10. Section J, Attachment A, Appendix B.

Delete paragraph 3.2.4.3.5.2 - Subcontractor Cyber Security Oversight Support in its entirety.

Substitute the following:

3.2.4.3.5.2 Subcontractor Cyber Security Oversight Support

No subcontractor cyber security oversight support required.

11. Section J, Attachment H – Mandatory Training Requirements.

Amend the table to include the following Other Training for Job/Position:

Course name: Software management Instruction
Class time required (hours): 4.0
Web-based time required (hours): No
Frequency (months): Once
Site Contractor Requirements: Y-12
Total employees: Note 6

Note 6: All employees who are involved in software development.

12. Clause L.26 is amended as follows:

Reference L.26 ORO L155 Proposal Preparation Instructions (a) (3) (i) Technical Proposal Page Limitation and (b) (1) Format and Content.

L.26 (a) (3) (i) – add a sentence identifying what is to be excluded from the 120-page count of the Technical Proposal (Volume II).

L.26 (b) (1) Format and Content. – remove (i) Table of Contents and (ii) List of Tables and Figures.

Modify paragraph (i) under (3) Technical Proposal Page Limitation to define acceptable font size for tables.

Modify L.26(b)(2)(ii) Criterion 1 -Technical Discussion – Reformat paragraphs Classified computing operations, Helpdesk operations and Performance Standards.

Amend the first sentence of L.26 (b) (2) (ii) Criterion 3 B. Past Performance.

Amend L.26 (b) (2) (ii) Criterion 3 B. Past Performance to include steps regarding Past Performance information gathering.

Amend L.26 (b) (2) (ii) Criterion 4 B. Business Plan to include a new bullet regarding the benefit package and actuarial certification.

Replace clause L.26 in its entirety with the following:

L.26 ORO L155 Proposal Preparation Instructions--Volume II, Technical And Business Management Proposal (NOV 2004)

(a) General.

(1) Volume II -- The Technical and Business Management Proposal (hereinafter referred to as the Technical Proposal) consists of the Offeror's proposal addressing the technical and business management aspects of the acquisition, the Offeror's capabilities and what the Offeror will do to satisfy the requirements of the [Performance Work Statement](#) (PWS). Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, and potential for completing the desired work (Part IV - [Section M](#) and Part I - [Section C](#)), it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically,

providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the PWS.

(2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Technical Proposal. Where estimated labor hours will provide clarity, they shall be quoted in labor hour figures only, with no indication as to the cost of these labor hours.

(3) Technical Proposal Page Limitation.

(i) The hard copy of the Technical Proposal shall not exceed 120 pages. For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. A CD containing only a Microsoft Word formatted copy of the Technical Proposal is also to be included. Except for illustrations, the proposed text shall be typed (font Arial, type size shall be no smaller than 11) and printed, unreduced, on size 8 1/2-inch by 11-inch paper with minimum left, right, top and bottom margins of 1/2-inch. Font sizes less than 7.5 point are not acceptable for tables provided in the proposal. All other text included in the proposal shall be no smaller than 11 point Arial. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment, or appendix, as a means to circumvent the page limitation. Promotional video tapes, audio tapes and floppy discs will not be reviewed. All items included in (b)(1) below are included in the page count. Table of Contents, List of Tables and Figures, Acronym List, Section L Attachment IX Reference Information Forms, Benefits Information and Resumes will be excluded from the 120 page limitation for the Technical Proposal.

(b) Format and Content.

(1) Volume II, Technical Proposal, shall include the following components:

(i) Technical Summary.

(ii) Technical Discussion.

(iii) Technical Exceptions and Deviations.

(2) These major headings may be subdivided or supplemented by the Offeror as appropriate.

- (i) Technical Summary. This short section shall contain a brief summary of the key points of the proposal.
- (ii) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should demonstrate Offeror's capability in meeting the requirements set forth in the PWS. It should clearly address each of the Technical and Business Management Criteria set forth in [Section M](#). It should follow the same order as the evaluation criteria listed in Section M, and each part of the section should be identified with the pertinent evaluation criterion number. Information provided by Offeror should include, but is not limited to, the following requested data under each criterion:

Criterion 1 – Technical Approach

The Offeror shall provide a section by section response to the [PWS](#) which demonstrates technical understanding of the specific tasks to be performed. The Offeror's response shall address the specific sections of the PWS identified in [Section L, Attachment XII](#) (Technical Proposal Format), in the order indicated.

For [Appendix A \(Section J, Attachment A\)](#), in addition to the specific requirements of the PWS section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

- 1. Helpdesk operations.** Describe in detail how Helpdesk requirements will be met. Include specific performance responsibilities and a listing of automated tools used for operation of desktop support services. Provide detail concerning the process(es) the Offeror will initiate to insure the Customer has access to the data and tools, and the process(es) through which work will be transferred from Helpline staff to the actual person(s) assisting the end-user.
- 2. Systems Software.** Describe in detail how the Offeror will maintain technical proficiency, and support the following areas: Oracle database administration, system administration including operating systems installation and maintenance, use of software associated with the ProEngineer CAD System, application software programming using C, C++, JavaScript, Oracle, Access, Cold Fusion, HTML, SQL, GUI programming, Active Server Pages (ASP), and Perl.
- 3. Performance Standards.** Describe Measurements and methods that will be used to demonstrate, insure and maintain

overall system performance within PWS Performance Standards.

For [Appendix B \(Section J, Attachment A\)](#), in addition to the specific requirements of the [PWS](#) section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

*(Definition: **Service Model** – defines the various activities involved in performing a given requirement of the PWS, including how the various activities interface one with the other.)*

1. **End-User Support Services.** Describe the proposed service model for End-User Support Services (ESS). Discuss the operational and managerial methods that will be used to support ESS services.
2. **Server Management Services.** Describe the proposed service model for Server Management Services (SMS). Discuss the operational and managerial methods that will be used to support SMS.
3. **Miscellaneous IT Services.** Describe the proposed service model for Miscellaneous IT Services (MIS). Discuss the operational and managerial methods that will be used to support MIS.
4. **Applications and Database Services.** Describe the proposed service model for Applications and Database Services (ADS). Discuss the operational and managerial methods that will be used to support ADS.
5. **Performance Standards.** Describe measurements and methods that will be used to demonstrate, insure and maintain overall system performance within PWS Performance Standards.

For [Appendix C \(Section J, Attachment A\)](#), in addition to the specific requirements of the [PWS](#) section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

1. **Enterprise-level information technology (IT) operations.**
The Offeror shall discuss its approach to sustaining enterprise IT operations. This discussion shall include:

- a. Data center operations (including: general staffing approaches, Conduct of Operations, Continuity of Operations, Disaster Recovery philosophies and backup/system maintenance scheduling),
- b. IT resource (e.g., electronic mail) operations approaches for utmost operational availability, internet server (internal and external) operations for utmost availability and protection (to include insider threat and external penetration protection), cyber security hardware (i.e., firewall) configuration and maintenance approach (e.g., fail-over devices and new threat mitigation),
- c. Mainframe and parallel processor-based hardware and software operation and approach to removing said systems from operation for retirement, and
- d. Approach for centralized configuration of desktop computing resources (to include remote configuration, data gathering regarding software and hardware components, “push” approaches for software updates).

2. New technology awareness. The Offeror shall describe technology infusion approaches. The ability to infuse new technology (i.e., new hardware, software, operating processes and IT environment philosophies) into the work area will be evaluated. This discussion should identify:

- The approach used by the Offeror to identify new technologies, assess its applicability to the work environment, and determine the importance or advisability of including identified new technology in the facility capital improvement planning process.
- An analytic approach to problem resolution based on the identification of the most likely problem areas anticipated during the affected performance period. Representative problem types include, but are not limited to: Product evaluations for system protection against annoying but prevalent e-mail (a.k.a. SPAM), firewall and e-mail server product evaluations to protect the system against malicious software (e.g., viruses/worms/Trojan programs), firewall configuration both under routine and “attack” situations, remote access configuration and protection to include recommendations for remote user computer protection and

configuration, and approach to enterprise-level IT vulnerability risk analysis.

- How best federal government and commercial practices will be factored into the Offeror's IT strategic planning approach, and how this approach supports and enhances implementation and investment planning.

3. Classified computing operations. The Offeror shall discuss its approach for shared computing resource electronic and physical protection. This discussion shall include:

- An appropriate approach, within Department of Energy and National Nuclear Security Administration guidelines, for data center operation when classified shared computing resources are within the data center. Physical protection should include requirements for systems staff regarding security, drug, and polygraph monitoring during job performance. Concepts for classified material (i.e., backup magnetic media not enclosed within or attached to a computer) marking, handling, and storage should be identified.
- Discuss classified data network operations with respect to appropriate encryption, sharing of data files (or not) and location of classified network (optical or metallic cables) in the proximity of unclassified network.

4. Helpdesk operations. The Offeror shall discuss its Helpdesk conduct of operations approach, including: how user queries are received, logged, accommodated, closed, and archived. The Offeror shall discuss how record keeping and tracking of "active" and unresolved queries will be implemented, as well as methodology for the identification and tracking of problem type trends.

5. Performance Standards. Describe measurements and methods that will be used to demonstrate, insure and maintain overall system performance within PWS Performance Standards.

Criterion 2 – Key Personnel and Resource Availability

A. Key Personnel

The Offeror (including teaming partners, subcontractors, and/or joint ventures) must include in its technical proposal the qualifications and experience of any proposed key management personnel. The Offeror shall provide resumes (maximum 2 pages per resume in the prescribed format, see Section L, Attachment IV) for each individual proposed for a key management position. The resumes should reflect information that is commensurate with the responsibility/role of the proposed position. Only one resume may be submitted for each position and only one person may be proposed for each position. Each resume must contain the signed commitment statement as indicated on the resume format.

B. Resource Availability

The Offeror shall address its ability and commitment to provide qualified staff (for the positions they are proposing) should the incumbent employees who have Right of First Refusal elect not to accept employment with the successful Offeror. The Offeror shall discuss methods to recruit and retain qualified personnel and describe proposed methods to make personnel available quickly through corporate or local reassignment or recruitment. In addition, the Offeror shall address its ability and commitment to access additional resources, which are to be utilized or made available, if required, in support of the PWS.

Criterion 3 – Corporate Experience and Past Performance

A. Corporate Experience

The Offeror shall discuss recent corporate experience directly related to the requirements of the PWS which the Offeror, teaming partner, subcontractor or joint venture is proposing to perform and show how that experience has prepared the Offeror to successfully perform the work described in Appendices [A](#), [B](#), and [C](#) of the PWS ([Section J, Attachment A](#)). Within this discussion the Offeror shall include the following specific subject areas:

- 1. Transition Management.** Describe previous experience and how incorporating the Offeror's experience in this area

will minimize the duration of transition (from predecessor to Offeror), while minimizing disruption of end-user services.

- 2. Performance Standards.** Describe how the Offeror's prior experience with performance measurement and methodology will be used to demonstrate, insure, and maintain overall system performance within the stated requirements of the PWS.

For [Appendix A \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix A:

- 1. Helpdesk operations.** The Offeror shall describe experience in operating and maintaining automated tools used in the support of desktop support services, including specific performance responsibilities.
- 2. Systems Software.** Describe the Offeror's experience in maintaining technical proficiency, and support in the following areas: Oracle database administration, system administration including operating systems installation and maintenance, use of software associated with the ProEngineer CAD System, application software programming using C, C++, JavaScript, Oracle, Access, Cold Fusion, HTML, SQL, GUI programming, Active Server Pages (ASP), and Perl.

For [Appendix B \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix B:

- 1. End-User Support Services.** The Offeror shall describe experience with the service model proposed for End-User Support Services (ESS).
- 2. Server Management Services.** The Offeror shall describe experience with the service model proposed for Server Management Services (SMS).
- 3. Miscellaneous IT Services.** The Offeror shall describe experience with the service model proposed for

Miscellaneous IT Services (MIS) in the Offeror's response to Criterion I.

- 4. Applications and Database Services.** The Offeror shall describe experience with the service model proposed for Applications and Database Services (ADS).

For [Appendix C \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix C:

- 1. Enterprise-level information technology (IT) operations.** The Offeror shall discuss prior experience with sustained enterprise IT operations including the scope and complexity of IT operations managed by the Offeror on prior contracts, as such experience may apply to this PWS. Specific areas to be addressed include data centers; enterprise-level shared IT resources such as electronic mail, Internet servers (internal and external), cyber security hardware (e.g., firewalls), mainframe and parallel processor-based hardware and software, and desktop computing resource management. The Offeror shall discuss SAP software suite experience or other enterprise resource planning software experience.
- 2. New technology awareness.** The Offeror shall describe IT experience in applying new technology in response to common IT needs/problems, while insuring technical proficiency and support were maintained in the following key technical areas:
 - database administration, system administration including operating systems installation and maintenance, patch management, desktop management
 - Unsolicited commercial advertisement (a.k.a. SPAM) blocking, anti-virus/worm/Trojan protection, firewall configuration, remote access configuration and protection, and enterprise IT system component vulnerability risk analysis.
- 3. Classified computing operations.** The Offeror shall discuss prior enterprise-level experience in operating and maintaining classified IT environments.

- 4. Helpdesk operations.** The Offeror shall describe experience in operating and maintaining automated tools used in the support of desktop support services, including specific performance responsibilities.

B. Past Performance

The Offeror shall provide and submit a completed Reference Information Form ([Section L, Attachment IX](#)) for each of three (3) contract references identified in accordance with the following:

- The Offeror shall identify three (3) contracts performed within the past three (3) years, for a period of at least one (1) year, that are comparable in terms of the nature and complexity to that portion of the PWS which the Offeror proposes to perform. Each teaming member shall provide three (3) comparable contract references.
- If the Offeror is a joint venture, the Offeror shall provide three (3) comparable contract references performed as the proposed joint venture arrangement.
- If the Offeror has not performed three (3) comparable contracts as the proposed joint venture, the Offeror shall identify comparable contracts it has performed as the joint venture, if any, which meets the requirements of the PWS, to equate to three per teaming partner. For example, if the joint venture has performed two comparable contracts, it shall provide those two contracts plus one comparable contract performed by each venture member. If the joint venture has performed one comparable contract, it shall identify that contract plus two comparable contracts performed by each member of the joint venture. If the joint venture has performed no comparable contracts, it shall provide three comparable contracts performed by each member of the joint venture.
- If the Offeror is a Limited Liability Company (LLC), the Offeror shall provide three (3) comparable contract references for each company now proposed as a member of the LLC for this contract requirement.
- Contracts listed may include those entered into by federal government agencies or state and local governments and

commercial customers.

- Contracts listed shall have been performed by the company which is actually proposed to perform the work, not parent companies or affiliates.
- Identify any referenced contracts with which performance problems were identified and provide information regarding how, by whom, and when problems were identified, and corrective actions taken by the company to resolve identified problems.

Past performance information will be gathered by means of an evaluation form submitted by the Offeror's references. The Offeror is responsible for forwarding the Company Past Performance Evaluation form included in Section L, Attachment VIII, to each contact listed for each contract provided on the Reference Information for Section L, Attachment IX. Each contact should complete the Company Past Performance Evaluation form and return it directly to the Department of Energy at the following address:

**U.S. Department of Energy
Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831
ATTN: Jill Albaugh**

**SOLICITATION NO. DE-RP05-05OR23027
Due Date: 1/19/2005**

The Offeror should follow up with contacts to insure submission of the completed Company Past Performance Evaluation form. Company Past Performance Evaluation forms submitted directly by the Offeror will not be evaluated. Company Past Performance Evaluation forms are not subject to the late proposal provisions in Section L of this RFP, FAR 52.215-1 Instructions to Offerors – Competitive Acquisition.

The sample Past Performance Evaluation Transmittal letter, Section L, Attachment X, is provided as an example of a letter the Offeror may wish to use to allow its references to release past performance information to DOE.

Criterion 4 – Business Management and Operating Plans

A. Transition Plan

The Offeror shall describe how the responsibility for the work and the employees will be transitioned from the incumbent to the Offeror in an effective manner. The plan shall incorporate a list and schedule of major activities including as a minimum the following:

- Plan for accepting transition of the incumbent contractor employees.
- Plan for establishing positive labor-management relations and employee relations at the point of transition.
- Plan for providing a smooth and orderly transition including methods for minimizing the impact on continuity of operations.

B. Business Plan

Offeror shall describe

- the proposed organization structure to support the work and the performance standards described in the PWS, including a crosswalk to [Section L, Attachment III](#) – Current Non-Managerial Labor Categories Performing PWS,
- specific roles and responsibilities of each team member or subcontractor (if any work is to be subcontracted),
- a brief description of functions and responsibilities for each labor category proposed in [Section B](#) of the Price Schedule,
- how the proposed organization will accomplish multi-site performance of the work,
- how the proposed organization will adapt to expected reductions in the level of support and performance based services required during the five year period of the agreement,
- the lines of communication between team members,
- how management and coordination will be exercised between teaming partners, subcontractors, and/or joint ventures,
- the Offeror's authority to commit the overall team's resources to accomplish the work,
- how the proposed organization/team will provide a seamless interface with the customer's IT organization and support end users,

- how the Offeror will maintain or improve quality and timeliness of services,
- how the Offeror will implement best business practices,
- how the Offeror will respond to fluctuating peak workloads and accelerated service requests,
- how the Offeror will adapt to a changing IT environment, and
- details of the benefits package that is substantially equivalent in the aggregate, based on its company’s policies, to at least \$26,190 as defined in Section L, Attachment VII – Average Benefit Cost for IT Employees (this applies to all team members including subcontractors, joint ventures, or other teaming partners). Section L, Attachment XI – Benefits Information, provides the required format. Provide actuarial certification that the Offeror’s benefit package is substantially equivalent in the aggregate to the \$26,190. Benefits information is excluded from the Volume II, Technical Proposal, page count.



13. Reference Clause L.27 - 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997) – Alternate IV (Oct 1997)

Subsection (b) paragraph 5: Replace the last sentence with the following:

This information is provided at Section L, Attachment III of the RFP and Section L, Attachment VII – Estimate of Average Benefit Cost for IT Employees.

Subsection (c)(VIII): Replace word “personal” with “personnel”.



14. Reference Section L Attachment III - Salary Ranges (Base Rate) for Non-Managerial Labor Categories.

Amend table to include the following Labor Categories

LABOR CATEGORIES	Minimum	Weighted Average	Maximum
Junior Database Administrator	\$45,950	\$47,788	\$49,695
Network Engineer II	\$52,100	\$57,408	\$59,704
Principal Enterprise Resource Planning System Consultant	\$88,276	\$91,807	\$95,479
Senior Network Engineer	\$67,000	\$72,800	\$83,750

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15. Reference Section L Attachment III Current Non-Managerial Labor Categories Performing PWS Descriptions and Section L Attachment V -- Current Key Technical Positions Performing DOE/Office of Science/ORO/ORNL Performance Work Statement

Section L Attachment III is amended to remove Subject Matter Expert as a key position.

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16. Section L Attachment III Current Non-Managerial Labor Categories Performing Performance Work Statement.

Replace all references to labor category title 'Program Manager' with 'Functional Area Lead'.

Replace all references to labor category title 'Project Manager' with 'Technical Lead'.

Replace Program Manager duties with the following Functional Area Lead duties:

Functional Area Lead

Duties: Directs the performance of a variety of related projects which may be organized by customer, service, or technology. Oversees the technology development and/or application, marketing, and resource allocation within scope. Is responsible for the effective management of funds, and is accountable for the quality and timely delivery of all products. Operates within customer guidance, contractual limitations, and Company business and policy directives. Serves as point of contact with customers regarding program activities. Ensures that all required resources, including manpower, production standards, computer time, and facilities, are available for program implementation. Oversees program consisting of multiple projects, including project identification, design, development, and delivery. Confers with Technical Lead to provide technical advice and to assist with problem resolution. Is responsible for marketing new technology and follow-on business opportunities.

Replace Project Manager duties with the following Technical Lead duties:

Technical Lead

Duties: Serves as the technical lead for a large, complex project and shall assist the Functional Area Lead in working with the Company. Under the guidance of the Functional Area Lead, is responsible for the overall management of the specific project task and ensuring that the technical solutions and schedules in the project

task are implemented in a timely manner. Performs enterprise-wide horizontal integration planning and interfaces to other functional systems.

17. Section L, Attachment VII – Estimate of Average Benefit Cost for IT Employees.

Amend FY2003 to FY2004.

18. Section L, Attachment IX – Reference Information Form.

Amend Reference Information Form to correct the labeling of the list under Award Information and to add the following after section I item G – Brief Description of Work:

If additional space is needed, one additional page may be attached to this form.

**SECTION L
ATTACHMENT IX
REFERENCE INFORMATION FORM**

I. Award Information

- A. Name of Customer/Contracting Activity: _____
- B. Award (Contract, Delivery Order, Task, etc.) Number: _____
- C. Award Value: _____
- D. Award Type (Firm Fixed Price, Labor Hour, etc.): _____
- E. Period of Performance: From _____ To _____
- F. Funded Amount of Award: _____
- G. Brief Description of Work: _____

If additional space is needed, one additional page may be attached to this form.

- H. For this reference, (company name) _____ firm was the:
- Prime Subcontractor Team Member
 - Other (describe)

II. Customer Contacts

(1) Contracting Officer/Contract Specialist

Name: _____
Title: _____
Agency/Company: _____
Address: _____
Phone: _____
E-mail: _____

(2) Contracting Officer's Representative/Technical Representative/Program Official

Name: _____
Title: _____
Agency/Company: _____
Address: _____
Phone: _____
E-mail: _____

19. Reference Section L, Attachment X – Reserved.

Change Attachment title from “Reserved” to “Past Performance Evaluation Transmittal Letter”.

Include the following sample letter as contents of Attachment X:

PAST PERFORMANCE EVALUATION TRANSMITTAL LETTER

To:

Company Name:

Phone Number:

Fax Number:

The Department of Energy (DOE), Oak Ridge Operations Office is asking for your assistance in an acquisition effort. (Offeror's Name) is participating in a proposal for Information Technology Support Services. We are asking you to complete the attached form to help DOE evaluate (Offeror's Name) performance in several areas. In accordance with Federal Acquisition Regulation Part 15.306 your identity as a provider of this information will not be disclosed to other parties.

Contract Number of Reference:

Project Title:

Date of Contract:

Commenced:

Completed:

Initial Contract Price:

Amount Invoiced to date:

Location of Work:

Description:

Status:

Please feel free to provide an explanatory narrative on the provided Past Performance Evaluation form. If more space is needed please attach additional pages. We greatly appreciate your time and assistance in completing this form.

Completed form must be mailed directly to:

**U.S. Department of Energy
Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831
ATTN: Jill Albaugh**

**SOLICITATION NO. DE-RP05-05OR23027
Due Date: 1/19/2005**

20. Section L, Attachment XI – Employee Benefit Information

Insert the following attachment in Section L.

SECTION L

ATTACHMENT XI

EMPLOYEE BENEFIT INFORMATION

**SECTION L
ATTACHMENT XI**

EMPLOYEE BENEFIT INFORMATION

Benefit	Cost to Employee (___*___)	Benefit Coverage Description

(* Insert period of time such as weekly, bi-weekly, semi-monthly, etc.)

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21. Reference Section L, Exhibit A – Total Contract Ceiling Price.

Delete “base fee” from notes 1 and 2. Substitute the following as notes 1 and 2:

1. **Prime Contractors loaded labor cost includes base labor, fringe benefits, overhead, and G&A.**
 2. **Subcontract loaded labor includes base labor, fringe benefits, overhead, and G&A.**
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-

22. Reference Section L, Exhibit B – Total Contract Ceiling Price By Site and Service Categories for NNSA/Y-12 (page 3 of 4).

Insert the following Service Category:

- 3.2.14 Special Computer Operations, System Administration, Database Administration and Desktop Support.**
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23. Reference Section L Exhibit C Calculation of Fully Loaded Labor Rates
Replace dates referenced in transition period January 15, 2005 – March 14, 2005 with **June 1, 2005 – July 31, 2005.**

Replace dates referenced in Price Proposal (Labor Rates) Period of Performance (Year 1: March 15, 2005 – March 14, 2006) with **August 1, 2005 – July 31, 2006.**

Replace dates referenced in Summary of Proposed DPLH Price Period of Performance: January 15, 2005 – March 14, 2010 with **June 1, 2005 – July 31, 2010.**

24. Reference Clause L.15 ORO L10 Time, Date, and Place of Proposals Are Due (May 1997). The due dates of 9/3/2004 and 12/3/2004 are deleted. Substitute January 5, 2005. **Proposals are now due January 5, 2005.** The RFP number is also amended to DE-RP05-05OR23027.

25. Reference M.2 ORO M03 Qualification Criteria (MAY 1997).

To be consistent with the Executive Summary dated October 22, 2004 the following is added to the subject clause: “The definition of Contract found at FAR 2.101 Definitions, will be used to define ‘an award’ for this qualification requirement”.

For convenience, M.2 is provided as follows including the changes from both Amendment 001 and Amendment 002.

M.2 ORO M03 Qualification Criteria (MAY 1997)

- (a) The proposal must clearly demonstrate that the Offeror meets the following Qualification Criteria in order to be evaluated in accordance with the Evaluation Criteria. Proposals failing to meet the following qualification requirement will not be evaluated:

Qualification Criteria:

Offerors must demonstrate a minimum \$3 million total annually for work comparable to that described in the Performance Work Statement, generated by no more than three (3) awards, performed within the last three (3) years for a period of at least one year per award.

(The definition of Contract found at FAR 2.101 Definitions, will be used to define “an award” for this qualification requirement.)

- (b) Proposals that have met the Qualification Criteria will be evaluated in accordance with applicable DOE and Federal acquisition policies and procedures.

26. M.3 ORO M05 – Evaluation Criteria (Alternate I (MAY 1997)

Replace Criteria 2 A and B, 3 B, and 4 B with the following.

Criterion 2 – Key Management Personnel and Resource Availability (200 points)

A. Key Management Personnel (100 Points)

Key management personnel will be evaluated for their experience, availability, and overall qualifications applicable to the position for which they are proposed.

B. Resource Availability (100 Points)

The Offeror will be evaluated on its ability and commitment to provide qualified staff should the incumbent employees (who have Right of First Refusal) elect not to accept employment with the successful Offeror at the time of award, and to provide qualified staff over the life of the contract.

Criterion 3 – Corporate Experience and Past Performance (200 points)

B. Past Performance (50 points)

The Offeror, and any teaming partner, subcontractor, or joint venture company will be evaluated on the basis of past performance information furnished by customers on recent contracts similar to the PWS in contract type, duration, scope, complexity, and dollar value. The Past Performance Evaluations (see RFP, [Section L, Attachment VIII](#)) will be used to collect information. However, the Government may consider information in other forms, and from any source, and may conduct evaluations based on any number of returned Past Performance Evaluations. DOE may use additional past performance information obtained from available Federal Government electronic databases, as well as other sources. When no past performance information is received from the Offeror's references or obtained from other Federal sources, Offerors will be given a past performance rating that is neither favorable nor unfavorable. The Government has no obligation to contact any or all of the references.

Criterion 4 – Business Management and Operating Plans (300 points)

B. Business Plan (200 points)

The proposed Business Plan will be evaluated to determine the ability, feasibility and credibility of the plan and how the Offeror will: Utilize structure and interrelationships among teaming partners, subcontractors, or joint venture company, the customer, and end users to achieve seamless integration, responsiveness, and overall successful performance of the work; maintain or improve quality and timeliness of services; implement best business practices; adapt to expected reductions in the level of support and performance based services required during the five year period of this agreement; respond to fluctuating peak workloads and accelerated service requests; meet the PWS performance standards; adapt to a changing IT environment; and

describe the details of the benefits package that is substantially equivalent in the aggregate, including an actuarial certification of same.

27. Reference Amendment 001:

Delete all references to DE-AC05-05OR23027. Substitute DE-RP05-05OR23027.

This item #27 will be changed in documents currently posted on the website.

End of Amendment