

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	Page 1 of 20
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03/04/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY Acquisition Management Division U.S. Department of Justice, Office of Justice Programs, 810 7th Street, N.W., Room 3612 Washington, DC 20531		CODE AMD	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. 2004R_001	
			(X)	9B. DATED (SEE ITEM 11) 01/16/2004	
				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 4 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)

This amendment is issued to make "pen-in-ink" changes to the solicitation; to add a new Attachment III, "List of Attendees - Pre-proposal Conference"; to answer vendors' questions; and to extend the closing / due date.

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) Raymond C. German	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America BY <u>Raymond C. German</u> (Signature of Contracting Officer)	16C. DATE SIGNED 03/04/2004
(Signature of person authorized to sign)			

RFP 2004R_001, Amendment 0001

Answers to vendor questions submitted are provided at the end of this amendment. The following changes and corrections to Solicitation 2004R_001 are hereby incorporated by “pen-in-ink” changes:

1. Section B, Page 6, Notes 7 & 8. Delete: “General Clerks IVs, IIIs, and IIs.” Insert: “General Clerks IIIs, IIs, and Is.”
2. Section C, Page 25, Paragraph C.12.1. Delete: “Project Manager (12 position).” Insert: “Project Manager (1 position).”
3. Section C, Page 29, Paragraph C.12.5, Key Personnel. Delete: “Project Director” and “Assistant Project Director.” Insert: “Project Manager” and “Assistant Project Manager.”
4. Section C, Page 30, Paragraph C.14.0, “Phase-In and Phase-Out,” third and fourth lines: Delete the three “BPA” references. Insert in lieu thereof: “Contract.”
5. Section I, Clauses Incorporate by Reference. Insert by reference FAR 52.222.43, “Fair Labor Standard Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989).”
6. Section J. Page 75, the first page of Attachment II, CONTRACTOR PERFORMANCE REPORT is missing from the solicitation. Insert the attached Page 75.
7. Page 95, Paragraph L-8, Sub-item b. Delete the entire wording in this sub-item and insert the following: “In addition, offerors shall submit four print copies each of the technical and cost proposals. Instructions for completing each of these two volumes are contained herein.”
8. Section J. Insert Attachment III, List of Attendees to the Pre-Proposal Conference, that was held on Monday, February 23, 2004.
9. Page 97, Sub-item (4). Insert “percent” after the numeral “10” in the first and third lines.
10. The closing / due date for proposals is extended to 3:00 p.m., March 26, 2004.

[End of Amendment 0001]

Questions that were contained in the e-mail issued on Friday, February 20, 2004, prior to the pre-proposal conference.

1. Paragraph 2, Page 1 states, “only two representatives from each vendor will be allowed to attend the pre-proposal conference and walk-through.”

Question: If an offeror has teamed with another company for this proposal, does this mean only one rep from the prime offeror and one rep from the other company is permitted? Or does this mean that two reps from the prime offeror and two reps from the other company can attend? Please clarify.

Answer. Because the requests for attendance are high and seating is limited, we have to limit the number of people to two per company or teaming arrangement. Therefore, for offerors that will be entering into teaming or subcontracting arrangements with other firms, only one representative will be per company.

2. Clarification. Section C.12.5 states, “Key Personnel are the Project Director and the Assistant Project Director...” Yet, Section C.12, Suggested Minimum Labor Category Chart, as well as Section C.12.1-2 refers to Project Manager and the Assistant Project Managers. Please clarify on correct terminology.

Answer. The titles of the two labor categories are “Project Manager” and “Assistant Project Manager,” respectively. This change will be made in Amendment A001.

3. Question. Section L.8.b states, “..., offerors shall submit four electronic copies each of the technical and cost proposals.” Please clarify: How many paper and electronic copies of the technical and cost proposal are required?

Answer. Offerors shall submit four print copies each of the technical and cost proposals. The requirement for an electronic copy is eliminated. This change will be incorporated in Amendment A001.

4. Question. RFP Reference Attachment 2, Page 76. Is it acceptable to use Past Performance surveys that have been filled out within the past year, or does the Government want a re-issuance?

Answer. Yes. We will accept a past performance survey that was completed in the last three years, provided the survey is on a form that is the same Attachment II or on a similar standard government form of another agency.

5. Question. Is the Procurement a re-compete or a new requirement?

Answer. It is a re-compete.

6. Question. If this procurement is a re-compete, who is the incumbent and are they eligible to submit a proposal?

Answer. The incumbent contractor is Vistronix, Inc., 1753 Pinnacle Drive, Suite 200, McLean, Virginia 22102. Vistronix is not eligible to participate in this procurement as a prime contractor, because the firm is not considered a small business under NAICS 561110.

7. Question. If there is an incumbent contractor, can the incumbent's employees be offered right of first refusal?

Answer. The successful offeror for this procurement has the option to offer employment to the current employees as a method to meeting the staffing requirements.

8. Question. Can you supply us with another copy of Standard Form 33 (since the document is partially missing pertinent information near the left margin)?

Answer. Another copy of Standard Form 33 was e-mailed to all offerors on Friday, February 20, 2004. The Standard Form 33 will be included as a separate file in Amendment 0001.

9. Question. Who should submit the past performance questionnaire? Should the respondent return them to the contractor or to the Government?

Answer. We prefer that the offerors submit completed past performance questionnaires as part of their proposal package. An offeror can elect to have the respondent to return the questionnaire directly to OJP prior to the closing date of the RFP. However, regarding the latter option, OJP will not be responsible for questionnaires that are lost or that are delivered late to OJP.

Questions submitted during or after the pre-proposal conference.

10. Question. Under the current contract, are the Project Manager and two Assistant Project Manager positions subject to the SCA Wage Determination, General General Clerk Labor Categories?

Answer. These positions are considered managerial positions that are exempt for the Service Contract Act (SCA). The General Clerk labor categories are covered by the SCA.

11. Question. Page 11 of 102, C.8.2, Task 2 – Receiving and Distributing Mail: Given the fact that anthrax and ricin have been introduced to our postal system, does the Government require or will it provide specific safety training to identify/respond to such potentialities?

ANSWER. All of our mail is routed through the main U.S. Department of Justice mail facility. The mail is irradiated and x-rayed, and then sent to the Office of Justice Programs or the COPS mail rooms. Those mail rooms screen and process the mail, and then send it to the Control Desks. At this time, there is no Government requirement or provision for specific safety training in this regard at the Control Desks.

12. Question. Page 6 of 102, Notes 7 and 8, indicate that General Clerks IVs, IIIs, and IIs may be promoted during Option Years 1, and 2, but makes no mention of promotions for General Clerks I.

Answer. Notes 7 and 8 will be revised in Amendment 001 to read General Clerk IIIs, IIs, and Is.

13. Question. Also, doesn't this clause deny qualified and motivated employees a promotion during option years 3 and 4?

Answer. No, attrition may provide promotional opportunities. However, it is the Contractor's responsibility to pay market rates and provide an environment that motivates employees regardless of the wage determination rates. Also, see Question Number 27.

14. Question. Are the Project Manager and Assistant Project Manager positions exempt or non-exempt positions?

Answer. See Question 10.

15. Comment. Please provide page 75, as there was none that accompanied the RFP.

Answer. Page 75 was provided in an e-mail that was issued to the offerors on Friday,

February 20, 2004, and is provided again.

16. Question. Paragraph C.8.9D. Performance Deductions: How does the Government propose to define and calculate “actual damages”?

Answer. The COTR will evaluate the unacceptable performance in accordance with the “Quality Assurance Surveillance Plan (QASP) and Performance Requirements and Standards Summary.” The Government will base “actual” damages on the actual costs that are incurred if a service requirement must be performed by another contractor or by Government personnel.

17. Question. Page 20 C.8.9.D – What are the minimum and maximum deduction amounts?

Answer. There are no minimum/maximum amounts. As stated above, the damages will be based on actual damage that is determined by the Contracting Officer.

18. Question. There are many ways the Government can assess damage against the Contractor but has the Government considered an award fee for superlative performance?

Answer. We decided against an award fee.

19. Question. Paragraph C.14.0 Phase-In and Phase-Out Provisions: Please explain. This paragraph is confusing and speaks of a BPA?

Answer. This is an indefinite delivery, indefinite quantity contract under which task orders will be issued on a time- and-materials basis. It is not a Blanket Purchase Agreement (BPA). Amendment A001 will revise Paragraph Item C14.0 to change BPA to “contract.” The Phase-in and Phase-out provisions are intended to provide a brief period for the incumbent contractor to assist with the transition of services to the new contractor for this contract. If at the time when this contract is re-competed and the contractor of this contract is unsuccessful, this paragraph includes as brief period of time for the contractor to assist with the transition of services to the successful contractor of the new contract.

20. Question. Page 15 C.8.6 – Backup arrangement – Do we need a temp fill in on an on call basis, or a part time regular hour employee? Is the Contractor required to provide temporary personnel when full-time staff are unable to work?

Answer. The Contractor will be required to ensure that the workload requirements are met. Both COPS and OJP Control Desk Staff are required to have an OJP security clearance in order to have access to OJP systems. Any temporary personnel would also need to have an OJP security clearance before coming on board. Since these clearances are costly and

time-consuming, it would not be practical to hire temps for short-term absences. It would be wise, however, to hire regular part-time employees on a regular basis, and then expand their hours to cover not only absences, but also unusual high workload spikes.

21. Question. Page 38 – Clarify 4 - Will the PM’s travel between the two different sites be reimbursed?

Answer. No. Travel between the OJP Control Desk and the COPS location can be by Metro (subway). The frequency of travel between the sites will vary. There is no separate travel budget line item needed for this contract. These costs should be covered as part of overhead.

22. Question. Please Clarify line item 2 (ii) on Page 37

Answer. Section B contains “estimated” labor hours for each labor category and it includes a total “estimated” number of hours for each year. Sub-item 2 (ii) allows the Contractor to expend more hours than were estimated for one or more labor categories, provided the increased hours do not increase the total direct labor cost.

23. Question. Section L2 – Is Cost and Pricing Data required?

Answer. Cost and pricing data is not required. See paragraph L.2. However, paragraph L.9.0 (d) describes the supporting pricing information that is to be included in the cost proposal.

24. Question. The cover sheet lists the Proposal Number as 2004R_001, yet the SF 33 lists the RFP Number as 20048 001? Please verify which is correct.

Answer. The correct RFP Number is 2004R_001.

25. Question. Who is the incumbent on this contract, and is the incumbent eligible to bid on this requirement?

Answer. See Number 6. Vistrionix is not eligible to submit a proposal as a prime contractor under this requirement.

26. Question. Please list in detail what items in the Technical Proposal can be inserted as Appendices rather than including them in the 30-page limit.

Answer. Documents such as resumes, past performance surveys, or relevant charts.

27. Question. Section B, Schedule of Supplies or Services and Pricing, please clarify 1,920 hours for Full-Time employees vice 2000. If a Full-Time employee works every day, uses no leave, other than Federal Government Holidays, he/she will work 2,000 hours over the

course of a year. Is this based on an assumption that employees will charge two weeks of leave during the calendar year? And what if they don't?

Answer. The number of 1920 hours per employee is based on past experience under other contracts. However, they are only estimates. Per paragraph L.9.0 (d)(1), offerors are authorized to substitute different labor categories and/or increase and decrease estimated labor hours in their price proposal to coincide with the offeror's commercial practice and technical proposal. Offerors should note and explain any changes in a supporting narrative. Regardless of the hours included in the proposal, a Contractor may bill the Government only for hours actually worked under a time-and-materials type contract.

28. Question. Section H.12, Security Screening and Investigation, states "...by ensuring that otherwise satisfactory employees who are physically able, with or without reasonable accommodation to perform the essential job functions, assigned hereunder remain in contract performance for at least one (1) year." Is there a penalty imposed if an employee departs prior to one year of service?

Answer. We expect the Contractor to perform a basic background check to screen potential employees. We are considering to charge our contractors for the cost of the investigation as well as our administrative time associated with clearing a person, when a company knowingly sends us an individual who does not clear and it is evident that the person has not met the mandatory screening guidelines contained in the contract.

In the case of individuals leaving the contract prior to one year of service, the Contracting Officer (CO) will determine whether the Contractor has not met its responsibilities to select trained and experienced personnel. If the CO determines that the Contractor has done so, then the CO could require the Contractor to pay for the cost of the security clearance.

29. Question. Section H.12, Security Screening and Investigation, Existing Employees states, "Because the processing time for security clearances is typically 45-60 days, the forms must be submitted at least sixty (60) days before the contractor plans to assign the employee to work on the contract." In the event an employee gives two-weeks notice, there is a possibility the position would be vacant for as many as six weeks under this statement. Is that acceptable to the Government?

Answer. See answer to Question 20. The contractor is expected to ensure that workload demands are met. If positions become vacant, it will be up to the Contractor to continue to ensure that workload demands are met thru the use of part time staff noted in previous response, by effective cross-utilization of available staff and use of flexible work schedules, and by effective use of the overtime hours allocated under this contract.

30. Question. Section H.12, Security Screening and Investigation, line item (4) states “any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractor’s personnel officer of the Standard Form 85P and eventual receipt of clearance from OJP. “ Does this mean employees can begin work as long as the SF85P has been properly submitted? Or do potential employees have to wait for a final receipt of clearance to begin work?

Answer. No, the potential employees have to wait for the final clearance to begin work.

31. Clarification. Section C.12.0, Personnel Responsibilities and Qualifications, line item (e), please confirm that experience with Microsoft Word is equivalent to WordPerfect.

Answer. Yes. Experience with Microsoft Word and/or WordPerfect are considered equivalent for this contract and either or both are acceptable.

32. Question. Section L-8, Proposal Format, can the electronic submission of the Technical Proposal be in Microsoft Word instead of WordPerfect, Suite 8? If not, can it be submitted as WordPerfect2000 instead of Suite 8? Can the Cost Proposal be submitted in Microsoft Excel instead of Lotus 1-2-3?

Answer. Paragraph L-8.b is hereby revised in Amendment 0001 to change the four “electronic” copies of the technical and cost proposals to four “print” copies of the technical and cost proposal. The print copies are to be submitted by the closing date for the receipt of proposals.

33. Question. Page 11 C.8.1 – Does past experience identify the probable “peak workload times” when periodic overtime is mandatory (i.e., particular months during the year, when the workload increases)?

Answer. Yes. Peak workloads in 2004 will occur during the last week in July, during the entire months of August and September, and the first 2 weeks in October. This does not mean that staff will definitely have mandatory overtime during these months. Efficient workload management by the Contractor during these peak times should result in the Control Desk's

ability to handle the workload with minimal or no overtime. There are other predictable time frames during the year for projects or for specific document-filing deadlines which may require mandatory overtime for a week or a weekend, which can be planned and pre-scheduled. The clause was intended to put Contractor on notice that overtime may be needed and that employee refusal to work overtime when necessary would not be acceptable.

34. Question. Reference RFP Section I, page 55, FAR Clause 52.222-41, Service Contract Act of 1965, As Amended: The Government has incorporated the SCA FAR Clause as well as the applicable Wage Determination for offerors to use for pricing of the SCA-covered labor rates. We assume that the FAR SCA Price Adjustment clause (FAR 52.222-43, Fair Labor Standard Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) would also be applicable to this effort, providing for an annual price adjustment proposal based on the updated Wage Determination. Will the Government please amend the RFP to include FAR 52.222-43?

Answer. (This answer supercedes the answer to this question that was given during the pre-proposal conference.) Yes. FAR 52.222-43 is applicable to this contract and is incorporated into the solicitation.

35. Question. Reference RFP Section I.10, Unsafe Conditions Due to the Presence of Hazardous Materials, page 60: Could the Government please explain what type of potentially hazardous material is present in the office space to be provided for performance of this effort as identified in Section C.12.0, paragraph (d)? The offeror would expect that any Government-provided work space would be free of any unsafe condition.

Answer. That section is standard language that is included in all of our contracts. Control Desks are located in an office setting and there is no expectation that staff hired under this contract would be exposed to any potentially hazardous material.

36. Question. Reference RFP Section C.12.0, paragraph (d), page 22: In addition to the office space to be provided by the Government for performance of this effort, will the Government also be providing the office furnishings (desks, tables, chairs) and office equipment (phone, fax, copier, computers) that would be necessary in order for on-site personnel to work at client-site rates?

Answer. Yes. All furniture and equipment will be provided.

37. Comment. Attachment 2, Past Performance Survey. The RFP file was missing Page 75 of 102, the first page of the Past Performance Survey - please forward.

Answer. The page was provided in an e-mail that was issued on February 20, 2004, and is provided in Amendment 0001.

38. Question. Page 96 of 102, Appendices. RFP says that "resumes and other appendices are not subject to the above page limitation." What information required in our response can be appended to the end of the proposal and not subject to the page restrictions? For example, can some of the past performance info such as Attachment 2 data, quality awards, etc. be included in an attachment?

Answer. See the answer to Question 26. Past performance information such as Attachment II can be included as an attachment.

39. Question. Page 97 of 102, Past Performance Surveys. Please clarify what exactly is required regarding the surveys. For example, is the Offeror to forward the surveys to the points of contact (POCs) identified within the Past Performance section of the proposal, and request that the POCs complete and forward the surveys to DOJ by the submission date?

Answer. This is possible, although we expect most vendors will have sufficient surveys already completed for submission.

40. Question. Is DOJ asking that the completed surveys be included in our proposal? If so, please note that many Federal agencies will not return a completed survey to the Offeror. Suggest having the surveys sent directly to DOJ.

Answer. Properly completed surveys are signed by the agency, and the Contractor then acknowledges them or rebuts them. We prefer that the offerors submit the past performance questionnaires as part of their proposal package. An offeror can elect to have the respondent to return the questionnaire directly to OJP prior to the closing date of the RFP. However, regarding the latter option, OJP will not be responsible for questionnaires that are lost or that are delivered late to OJP.

41. Question. Key Personnel resumes. Is a resume format to be provided or should the Offeror provide their own?

Answer. The resume format will be determined by the employee or contractor.

42. Question. Document Format. Paragraph L-8(b) requires delivery of electronic documents in WordPerfect Suite 8 or Lotus 1-2-3 Version 9. The current release of Microsoft Excel has the capability to save in WKS, WK1, WK3 or WK4 format. Are any of these formats acceptable for spreadsheets?

Answer. See Q&A 32.

43. Question. Service Contract Act. Recognizing that this contract is subject to the Service Contract Act and there may be incumbent employees that transition with the award of this contract, will a generic roster be made public with positions, current base pay figures and years of service for those positions expected to transition so that appropriate labor estimates can be made utilizing the existing workforce?

Answer. No, offerors are required to propose hourly rates that are based on their own pay scales.

44. Question. How long do you keep the grant records?

Answer. The Official Grant Files are kept in off-site storage for 3 years from the time the grant is programmatically and fiscally closed, and then sent to the National Archives and Records Storage center (NARS) for 3 years. If audits or investigations occur, the retention period is calculated from the date of audit resolution or closure of the investigation.

45. Question. Does the Control Desk need to arrange to store or transport the documents?

Answer. No. The Control Desk will box up and prepare the paperwork, but the actual transport and storage of the documents is not part of the Control Desk function.

46. Question. Will Procedural Manuals be made available to potential bidders before bids are due?

Answer. No. We have manuals, but we consider them part of our internal processing and do not generally make them available for public review. The tasks are specified in the SOW, and the type of work to be performed can be determined from those task descriptions. Once the contract has been awarded, the manual will be provided to the new vendor.

47. Question. What is the transition window?

Answer. There will be a 30-day phase in/out period where the new incoming contractor will

coordinate with the outgoing contractor, prior to taking over full performance.

48. Question. Is this open only to small businesses?

Answer. Yes, this procurement is issued as a 100% small business set-aside.

49. Question. Can a small business partner or subcontract with a larger company?

Answer. Yes, pursuant to FAR Clause 52.219-14, "Limitations on Subcontracting," which states in sub-item (1), Services (except for construction), "at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the [small business] concern." Any partnering or subcontract arrangement must be fully disclosed in the technical and cost proposals submitted in response to this solicitation.

50. Question. This contract is full and open, but restricted to small businesses. How was this decided?

Answer. Pursuant to FAR 19.2, the Government's policy to maximize procurement opportunities to small businesses. We know that there are ample qualified small businesses who can compete for this requirement. Therefore, the Contracting Officer made this procurement a 100% small business set-aside, pursuant to FAR 6.203, "Set-Asides for Small Business Concerns."

51. Question. Can we use temps to fill in when staff is out of the office?

Answer. Due to the security clearances required for these positions, it is not cost effective to use temps to fill in for absent staff. We would encourage use of part time staff to augment full time staff, so that part time hours can be adjusted when the need arises. Also, see Question Number 20.

52. Question. Do you have specific time frames for peak work periods?

Answer. See Question Number 33.

53. Question. Does a small business need to be registered as an NAICS to qualify to bid on this proposal?

Answer. There is no registration requirement for a small business set-aside. The Small Business Administration (SBA) determines the small business size standard by industry based

on either dollars or number of employees. For NAICS Code 561110, Office Administration Services, SBA set the size standard at \$6 million. This means that the average annual gross receipts for the past three years must not exceed \$6 million. If the average rate for the past three years exceeds \$6 million, then the business cannot certify itself as a small business.

54. Question. In the office space arrangement, do you have staff seated according to pay level?

Answer. No. The seating arrangement is divided by the type of work assigned to the staff. Each group consists of a mix of different clerk levels.

55. Question. What kind of software do you use?

Answer. OJP is in the process of converting from WordPerfect to Microsoft Word and Microsoft Office. Some of our systems are in Legacy format. We require only that contractor staff have skills in use of systems such as WordPerfect or Microsoft or both. If they are familiar with these, they will be able to use Legacy and our other systems.

56. Question. Are you requiring submission of the proposals in a certain format?

Answer. See Paragraphs L-8, which has been amended to change the submission from electronic to print, and Paragraph L-9.

57. Question. Will the Quality Assurance work be handled by another contractor?

Answer. No. The contract COTR and designated Government staff will provide technical guidance on work to be performed.

58. Question. Will we be sending out the list of attendees for today's meeting?

A. Yes, the attendees' list is included in Amendment A0001.

59. Question. What kind of clearance will staff require (secret? top secret?)?

Answer: All OJP Contractors currently undergo a limited background investigation (LBI), with a fingerprint check, a name check, and a national criminal investigation check (NCIC), to check on outstanding warrants. References are also checked. Once the fingerprints, name check, NCIC and vouchering (i.e., reference checks) are complete, and the initial security paperwork submitted, reviewed, and accepted, the contractor can normally be "cleared" to begin work at

OJP, with an OJP badge and computer access. The LBI is conducted by OPM. This does not constitute a security "clearance." Any suitability/security issues that arise during the preliminary investigation or the LBI, must be resolved for the contractor to gain access, or continue access, to OJP offices and/or computer systems.

60. Question. Who is the contact regarding the timetable for development of GMS system?

Answer. This information is not available at this time.

61. Reference: Page 96: Section L.9.1: It states that in Volume I-past performance information should be included, specifically a list of all contracts completed during the past three years and contracts currently in process . . . Page 97: Section L.9.6: It requires that Past Performance Surveys be submitted with the proposal and during the Pre-Proposal Conference it was agreed that this would be allowed as an appendix so as not to impose upon the given page limitation.

Question. The list of current contracts that is to be submitted in Volume I (L.9.1)- can we submit the list as an appendix? These are valuable sources of information and can be quite lengthy.

Answer. Yes. The list of current contractors can be included as an attachment.

62. Question. (Page 100) Sub-factor 1A. Knowledge of Federal Grant Programs and Supporting Records Management Activities Summarize and highlight the offeror's knowledge of Federal Grants programs and of records management activities to support the administration of Federal programs with respect to filing, file maintenance, data entry, and paperwork processing. If the offer does not have this knowledge, can it be shown in the work experience of the personnel?

Answer. Yes.

63. Question. We . . .are asking for a proposal submission extension to allow us time to respond with a responsive proposal to provide the same level of excellence that we have performed for the INS and Census.

Answer. We will extend the closing time and date until 3:00 p.m., March 19, 2004.

64. Question. We . . .are requesting that the past performance requirements in the RFP be changed to include contracts within the past 5 years.

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Answer. No. We are requesting past performance questionnaires for contracts that are current or have been completed during the past three years. Three years is a sufficient period of time for evaluating performance and anything older will be given little, if any, consideration.

65. Question. Would the government consider releasing the RFP as a MS WORD or WordPerfect document rather than as an Adobe PDF file? In particular it would be helpful to have Schedule B and the Representations and Certifications as an MS WORD or WordPerfect file.

Answer. We can make the solicitation excluding the SF 33 available in WordPerfect 10, to offerors who request it. The page numbers will be off by a couple of pages.

66. Question. Pages 43 and 75 are missing from the RFP. Could you please provide the missing information, if any?

Answer. The page number 43 was skipped in the PDF Copy of the RFP. Section G ends on page 42 and Section H begins on page 44. No information is missing. Page 75 is contained in Amendment 0001.

67. Page 97, Sub-item (4) states: "cost overruns by more than 10 in the past two years." Is this a percentage or dollar amount?

Answer. Percentage. Item L-9 c (4) will be amended to insert the word "percent" after the numeral "10" in the first and third lines.

ATTACHMENT II

CONTRACTOR PERFORMANCE REPORT	
<input type="checkbox"/> Final <input type="checkbox"/> Interim Period Report: From: _____ To _____	
1. Contractor Name and Address:	
2. Contract Number:	3. Contract Value: (base + options)
4. a) Contract Award Date:	b) Contract Completion Date:
5. Type of Contract: (Check all that apply) -- <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP - EPA <input type="checkbox"/> Award Fee <input type="checkbox"/> CPFF - Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA 8 (a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive	
6. Description of Requirement:	
7. Ratings - Summarize contractor performance and indicate the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.	
Quality - Comments:	
Rating - 0, 1, 2, 3, 4, or 5 []	

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ATTACHMENT III
List of Attendess - Pre-Proposal Conference

Subject: Pre-Proposal Conference for Solicitation 2004R_001

Date of Conference: 2/23/2004

Point of Contact: Raymond C. German, Contracting Officer, AMD 202.307-0613

List of Attendees

Vendor	Names and Telephone Numbers
Kaseman, LLC.	William Condon, 703.502.8114
Integrated Management Resources Group, Inc.	Myrna Cook, 301.306.0502 Elizabeth Harris, 301.306.0502
DKW Communications, Inc.	Lisa Toth, 703.719.6312
Quality Support, Inc.	Ivan Gatewood, 301.459.3772
Innovative Technical Solutions, LLC	James Reason, 866.801.1203 Amy Busby, 866.801.1203
Graham Staffing Services	Renee Jacobs, 301.770.4180 Cheryl Brandes, 301.770.4180
Compass Solutions Corps.	Jay Thapanawat, 571.213.9356
Zimmerman Associates, Inc.	Troy Taylor, 703.883.0506
Natek, Inc.	Bruce Olson, 703.674.1632

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GAP Solutions	Diane Pairel,	703.707.2090
Ruchman & Assoc.	Bill Coffin,	301.776.5000
	James Liang,	301.776.5000
Snelling Personnel Services	Madaleine Hillsberg,	202.833.6100
	Anthony Parke,	202.833.6100
AFTA Staffing	Crystal Jones,	866.311.2382
	Herbert Jones,	866.311.2382
All-You-Need Personnel	Tenika Gentry,	202.408.7697
Infinite Software Services	Robert Gorham,	301.664.8444
AEPCO	Erich Whitt,	703.658.7500
Technology Transformations	Elizabeth Senior,	301.654.3113
Vigilant Services	Stephen Mitton,	703.502.8114
	Richard Ellsbury,	703.339.4272
Resource Network International	Maurice Threatt,	202.722.7601
Advanced Automation Technologies, Inc.	Joan Kennedy,	301.925.4702
	Susan Wyman,	301.925.4702
Jorge Scientific Corp.	Paul DiManna,	703.379.1469
	Sandy Smiroldo	202.616.8030
LESCO	Thomas Flannery,	703.750.2001
VETS, LLC	Marc Goldschmitt,	703.437.1853
	Rachael Goldschmitt,	703.869.5121

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Master Key Consulting	Heidi Hammond,	301.907.8789
FCN Technologies	Dennis Sullivan,	301.770.2925
	Delores Spriggs,	301.770.2925
Vistronix, Inc.	Greg Ekberg,	703.654.3113
CACI	Constance Cork,	301.585.2391

2. CONTRACT NUMBER	3. SOLICITATION NUMBER 2004R_001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2/10/2004	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY Acquisition Management Division U.S. Department of Justice Office of Justice Programs 810 7th Street, N.W., Room 3812 Washington, DC 20531 TEL: (202) 305-3071 ext. FAX: (202) 307-0086 ext.	CODE AMD	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 810 Seventh Street, N.W., Wash., D.C. until 3:00 AM local time 3/12/2004
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Raymond G. German	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 307-0613	C. E-MAIL ADDRESS Ray@ojp.usdoj.gov
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	53
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	60
X	D	PACKAGING AND MARKING	31	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	79
X	F	DELIVERIES OR PERFORMANCE	33				
X	G	CONTRACT ADMINISTRATION DATA	37	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	87
X	H	SPECIAL CONTRACT REQUIREMENTS	43	X	M	EVALUATION FACTORS FOR AWARD	95

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.