

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 13-Sep-2006	4. REQUISITION/PURCHASE REQ. NO. DNAC600013		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE DEFENSE SECURITY COOPERATION AGENCY-CON JAMES WASHINGTON 201 12TH STREET, SOUTH SUITE 203 ARLINGTON VA 22202		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)			X	9A. AMENDMENT OF SOLICITATION NO. HQ0013-06-R-0007	
			X	9B. DATED (SEE ITEM 11) 31-Aug-2006	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
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 <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this amendment is to change clause 52.212-2 incorporated by reference to incorporated by full text. See summary sheet.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		13-Sep-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. **Technical Capability**
2. **Past Performance**
3. **Price**

**ORDER OF IMPORTANCE**

Technical Capability is divided into three sub-factors: (1) Understanding of the Work (2) Key Personnel and Management of Operations, (3) Quality Control.

Technical Capability is most important. Past Performance is significantly less important than technical capabilities. When combined, all non-price factors are significantly more important than price.

***Cost Technical Tradeoff-*** *Once the proposals have been evaluated, the Contracting Officer will rank order proposals in developing the best value decision. The Contracting Officer shall use the factor established in the solicitation to make the source selection. The best value decision should include a trade-off analysis that highlights the relative differences among proposals and their strength, weaknesses, and risks in terms of the evaluation factors, as well as any quantifiable value or benefit to the government over and above the basic requirement. As technical scores and relative advantages or disadvantages become less distinct, differences in price between proposals become more important in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals become more important in the determination.*

***FAR Part 15.101, Best Value Continuum:*** *DSCA can obtain best value in negotiated acquisitions by using any one or a combination of source selection approaches. In different types of acquisitions, the relative importance of cost or price may vary. For example, in acquisitions where the requirement is clearly defineable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirement, the more development work required, or the greater the performance risk, the more technical or past performance consideration may play a dominant role in source selection.*

b. Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

- (1) Sub-Factor A, Understanding of the Work: Demonstrated knowledge and understanding of the

required services.

(2) Sub-Factor B: Key Personnel and Management of Operations: The contractor must describe the key personnel how the Contractor intends to meet the performance objectives identified in the PWS, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

(3) Sub-Factor C: Quality Control (QCP): The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The Quality Control Plan must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements

***All subfactors for technical capability will be of equal importance.***

c. Factor 2, Past Performance: Past performance information will be obtained from references provided by the offeror who completed the Past Performance Questionnaire and from other sources known to the Government or learned of in the course of the evaluation. An offeror who has no relevant past performance history for a particular sub-factor will not be evaluated favorably or unfavorably (i.e. will be given a neutral rating for that factor.) Each offeror will be evaluated on performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the contract under consideration.

The Government may contact the references provided in the offer, former customers, etc. to enquire about past performance to include, but not limited to, its reputation for conforming to terms and conditions, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance); for reasonable and cooperative behavior, and commitment to customer satisfaction. The Government may contact references other than those identified by the offeror. The following are sub-factors:

(1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

(2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

(3) Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated for the Conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

***All subfactors for past performance will be of equal importance.***

d. Factor 3 Price: The price for each CLIN will be evaluated separately. Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

#### **Related Definitions.**

1. Deficiency. A material failure of a proposal to meet a Government or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by

the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

2. **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
3. **Advantage/Enhancement.** An advantage/enhancement describes some element of a response that notably enhances an aspect of the offeror’s ability to perform the effort or that represents a significant benefit to the Government.
4. **Clarifications.** Limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. These limited exchanges may be used to clarify certain aspects of proposals (e.g., the relevance of an offeror’s past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
5. **Risk –** The degree of probability that an offeror will not perform contract requirements as promised. The level of uncertainties that exist in the proposal will jeopardize successful execution of an approach or plan.

**Table 1. TECHNICAL RATING SCALE**

<b>Technical Evaluation Rating</b>	
<b>Rating</b>	<b>Description</b>
Excellent	To receive this rating, proposed offer demonstrates a thorough understanding of the requirements; offers one or more significant advantages not offset by disadvantages. The Offeror has a very high probability of success in completing the requirements.
Good	To receive this rating, proposed offer demonstrates a good understanding of the requirements; offers one or more advantages not offset by disadvantages. The Offeror has a high probability of success in completing the requirements.
Satisfactory	To receive this rating, proposed offer demonstrates an acceptable understanding of the requirements; any advantages are offset by disadvantages. The Offeror has a moderate probability of success in completing the requirements. All factor/sub factors must have received a rating of at least Satisfactory/Moderate Risk.
Unsatisfactory	To receive this rating, the proposal contains major errors, omissions or deficiencies or an unacceptably high degree of risk in meeting the Governments requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.
<b>RISK RATINGS</b>	
<b>Rating</b>	<b>Description</b>

**Table 1. TECHNICAL RATING SCALE**

<b>Technical Evaluation Rating</b>	
<b>Rating</b>	<b>Description</b>
High Performance Risk	Likely to cause significant disruption to schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
Moderate Performance Risk	Can potentially cause some disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
Low Performance Risk	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.
Neutral	Insufficient relevant past performance information available.

(e) Evaluation Of Options. Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(f) Award on Initial proposals. The contracting officer retains the right to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.

(g) The offer will be considered acceptable if, and only if, the offeror submits the information as required in the Instructions to Offerors, FAR 52.212-1, and Addendum to FAR 52.212-1, and manifests the offeror's unconditional assent to the terms and conditions of the solicitation, including the Performance Work Statement.

(h) Discussion/Negotiations: The Contracting Officer may clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of clause)

(End of Summary of Changes)