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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE 1 | OF PAGES 3 |
| 2. AMENDMENT/MODIFICATION NO. 1 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) 12 | | |
| 6. ISSUED BY CODE Substance Abuse and Mental Health Services Administration Division of Contracts Management, OPS 1 Choke Cherry Road, Room 7-1051 Rockville, Maryland 20857 | | 7. ADMINISTERED BY (if other than item 6) CODE | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) All Offerors RFP Titled: Children's Mental health Initiative (CMHI) Technical Assistance Center and Support | | | () | 9A. AMENDMENT OF SOLICITATION NO. 280-08-0227 | |
| | | | X | 9B. DATED (SEE ITEM 11) April 2, 2008 | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO | |
| | | | | 10B. DATE (SEE ITEM 13) | |
| CODE | FACILITY CODE | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

9 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers **9** is extended, **9** 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 _____ 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| () | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to respond to clarification questions and incorporate Section H.18 Subcontracting Provisions and L.2.g Small Business Subcontracting Plan, which were inadvertently omitted from the RFP.

The Due Date for proposals remains is May 5, 2008, and is not extended.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

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|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Whitt Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA by (Signature of Contracting Officer) | 16C. DATE SIGNED |

Following are the questions raised by offerors and the government's response for each.

1. **Q.** There was no specific information about formatting. Do you have specific requirements about font size and type, margins, and spacing? If there are specific requirements, will this also pertain to the resumes and charts or tables?

R. Proposals should be typewritten, reproduced on letter size paper, and be legible in all required copies. The size of the font should be NO smaller than Times Roman 10pt. Margins should be 1” on all sides. This will pertain to the resumes, charts and tables.
2. **Q.** In the scope of work under Task 7, Assist and Support the Development of a National Youth Organization, it requires setting up a youth organization. Is the intention to create a different organization in addition to the existing organization?

R. No.
3. **Q.** We understand that small business participation is an important element of the proposal and evaluation criteria. Please confirm however, whether or not a formal Small Business Subcontracting Plan is required as part of the Cost Proposal.

R. See Section H.18 and L.2.g (attached).
4. **Q.** If possible please provide any additional guidance on the preparation of past performance reference information included as Attachment 13. Is there a limit to the number, type or nature of references? And in what format(s) is this expected or required?

R. At least one reference is required. A government agency or other organization is required. Completion of Attachment #13 entitled “Contractor Performance Information” should be completed by the Agency/Organization that is evaluating the offeror’s past performance.
5. **Q.** We noticed that the hour stated as the time deadline for proposals is different on the SF33 (1700ET) from the cover letter (1500 ET). Please confirm correct time.

R. 1500ET (3:00 PM).
6. **Q.** Can you clarify award fee allocation in Year 1 and in subsequent years? In Year 1 there are eight (8) proposed tasks. In the summary table provided on page 16 award fee is distributed across seven tasks. It is assumed that Task 8 Transfer of Activities will not carry an award fee. Can you clarify whether this task does or does not continue and carry award fee in Years 2-5?

R. Transfer of Activities will only occur in the concluding year of the contract and does not carry an award fee.

7. **Q.** Assuming that there are 7 to 8 tasks per year, and one tenth of the award fee will be allocated to each task, can you clarify how the remaining shares of potential award will be assigned?
- R.** The award fee is allocated by task. If there are 7 to 8 tasks, the award fee will be allocated by $1/7^{\text{th}}$ or $1/8^{\text{th}}$.

H.18. SUBCONTRACTING PLAN

a. Small Business and Small Disadvantaged Business Subcontracting Plan

- (1) The Small Business and Small Disadvantaged Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

b. Small Disadvantaged Business (SDB) Participation Plan

- (1) The Small Disadvantaged Business (SDB) Participation Plan, dated _____ is attached hereto and made a part of this contract.
- (2) In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- (3) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219 25, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

c. Subcontracting Reports

- (1) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;

Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;

Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and

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Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.

Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th
October 25th

SECTION L-INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

2, INSTRUCTIONS TO OFFERORS, A. GENERAL INSTRUCTIONS

g) Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment 15 to this RFP is an example of such a plan.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns and that each such aspect of the

offeror's plan will be judged independent of the other.

- (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d) Each plan must contain the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, women-owned, and HubZone small business concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZONE Small Businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned, and/or HUBZONE small business concerns.
 - (4) A description of the method used to develop the subcontracting goals.
 - (5) A description of the method used to identify potential sources for solicitation purposes.
 - (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned, and HUBZONE small business concerns.
 - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
 - (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, and HUBZONE small business concerns have an equitable chance to compete for subcontracts.
 - (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
 - (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
 - (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned, and HUBZONE small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the

subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

HUBZONE Small Business Concerns

Small Business offerors located in underutilized business zones, called "HubZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZONE firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.