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| 2. Amendment/Modification No.<br>A04 | 3. Effective Date<br>07/16/2008 | 4. Requisition/Purchase Req. No. | 5. Project No. (if applicable) |
|--------------------------------------|---------------------------------|----------------------------------|--------------------------------|

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|--|----------|---|
| 6. Issued By<br>Millennium Challenge Corporation<br>875 Fifteenth Street, NW<br>Washington, DC 20005<br><br>Attn: Kathy Spainhower, 202-521-2682 | Code MCC | 7. Administered By (If other than Item 6)<br><br>Code |
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|---|-----|---|
| 8. Name and Address of Contractor (No., Street, County, and Zip Code) | (X) | 9A. Amendment of Solicitation No.<br>MCC-08-0111-RFP-42 |
|   |     | 9B. Date (See Item 11)<br>6/24/2008                     |
|   | X   | 10A. Modification of Contract/Order No.                 |
|   |     | 10B. Date (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 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)  
N/A

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

|    |  |
|----|--|
| A. | This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.  |
| B. | The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103 (b) |
| C. | This supplemental agreement is entered into pursuant to authority of:  |
| D. | Other (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purposes of Amendment 04 to solicitation MCC-08-0111-RFP-42 are 1). To partially respond to questions received from Offerors regarding the solicitation. Additional questions will be addressed in follow-on amendments; 2). To provide revisions to the solicitation resulting from the responses to questions.

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)<br>Kathy Spainhower 202. 521.2682<br>Contracting Officer |   |                  |
| 15B. Contractor/Offeror                           | 15C. Date Signed  | 16B. United States of America               | 16C. Date Signed |
| _____<br>(Signature of person authorized to sign) |   | _____<br>(Signature of Contracting Officer) |                  |

## **A. RESPONSES TO QUESTIONS 98 - 150**

98. Question: The RFP states that the evaluation for the IDIQ will be based on “realism and reasonableness” and that award will be made on a best value basis. How will the cost evaluation criteria as presented account for differences in the way contractors allocate costs to direct or indirect cost pools? For example, those contractors that recover home office support costs through direct allocation may appear less expensive than those contractors who recover such costs through their indirect (and thus fixed hourly) labor rates, although both contractors may present the same value. One may have more LOE at lower hourly rates but the other may have less LOE at higher hourly rates. Would MCC consider using the Malawi Task Order or some other representative sample cost as a means of providing a level playing field for cost evaluation?

Response: Any direct cost labor categories shall be included in Table B-1, along with labor category descriptions. Any indirect rates will be provided in the Pricing Templates. MCC will utilize price and cost analysis techniques to determine realism and reasonableness of each Offer and make a best value decision using all of the evaluation factors.

99. Question: Because the contractor is required to define labor category descriptions instead of the MCC, how will MCC’s evaluation of labor category rates and best value determination be normalized across all offerors when criteria for the labor categories, such as years of experience, education levels, etc., may differ among offerors?

Response: MCC recognizes that offerors labor categories may differ among offerors. MCC will utilize price and cost analysis techniques to assist in its determination of realism and reasonableness for each labor category and the resulting best value for the Government.

100. Revision to Amendment 03, Questions #83, 84, and 90.

Offerors should note Provision L13, incorporated into the solicitation, which implements FAR 52.215-20 regarding submission of information supporting proposed direct labor and indirect rates.

### **L.13 FAR 52.215-20 REQUIREMENTS FOR COSTS OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Oct 1997) Alternate IV (Oct 1997)**

Submission of cost or pricing data is not required.

Provide information described below:

Offeror is required to provide “information other than cost or pricing data.” Information submitted by the Offeror must include, as a minimum, the cost elements (salary, fringe benefits, indirect rates, profit/fee) included in the proposed hourly rates. The Offeror must provide a matrix clearly relating their proposed labor categories to the labor categories stated in Section B of this solicitation. Offerors are required to provide information supporting proposed direct labor and indirect rates. This information should include any relevant government audits. Identify the cognizant government audit agency, point of contact, and phone number for the agency responsible for servicing your organization.”

101. Question: Re: Section H, H.3, All items to become Property of the Government (JUN 2008) and Section I, Contract Clauses, 52.227-14, Rights in Data-General and 52.227-17, Rights in Data-Special Works:

Request that the Government please clarify it’s intent regarding ownership assertions and data rights provisions contained in the Solicitation. The combination of the assertion of Government ownership in H.3 combined with the provisions for “Limited and Unlimited Rights” as provided for under 52.227-14 and 52.227-17 appear to be contradictory in nature.

Response: See Response in Amendment 03, Question 74. The intent for acquiring the materials would be so they could be used to continue training individuals and/or training of trainers within GOM procurement entities. The training could be conducted by GOM staff or in country public training institutions.

102. Question: Packaging

Question A: 1 original and 5 copies (hardcopy) and 1 CD (p. 68 of RFP) yet (b) markings says Vols I & II - original plus 5 copies and Vol IV 2 copies and what about Vol III?

Response to Question A: See Amendment 03, Section B, Revisions to the Solicitation #4, L.4.6 and Amendment 04, Section B, Revisions to the Solicitation #1, L.4.7.1 for corrections.

Question B. There will be separate binders for each volume. Do you want packaging in sets of Vols. I-III for technical and Vol. IV for price/cost in separate envelopes? Any special criteria for labels used as none were mentioned?

Response to Question B: Separate envelopes are not required. The MCC does not intend to specify how offerors label the envelopes/packaging used for submitting proposals.

Question C. Since spine should have "restriction clause" will it be the same clause used on the cover? Since many of the binders will be small (20 pages), are we restricted to using Times New Roman 10 font or can we use 9 pt on the spine disclosure?

Response to Question C: Provision L.4.7.1 (d) *Binding and Labeling*, states "Each book shall be clearly marked as to volume number, title, copy number, solicitation number and the Offeror's name. The same identifying data should be placed on the spine of the binder. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), Restriction on Disclosure and Use of Data." The spine should include volume number, title, copy number, solicitation number and the Offeror's name. The spine does not need to include the restriction on disclosure and use of data. No, the acceptable font sizes are specified in Provision L.4.7.1(c).

Question D. How do you want non-disclosure marking on outside of CD?

Response to Question D. Offeror preference, as long as it is secure

Question E. Certify that CD is virus free. Do you want such a printed statement enclosed with the CD and/or in executive cover letter?

Response to Question E. Offeror preference, as long as it is easily located.

103. Question: If a firm is a fiscal agent for, or conducts audits for the Compact development or Compact implementing countries, would this preclude them from performing the services called for under this contract?

Response: Only if the tasks meet the preclusions identified in Clauses H.18 and H.19.

104. Question: MCC has already awarded contracts (IDIQ and other types) to accomplish certain objectives stated in this RFP, such as M&E, accounting, and procurement. Why are these objectives, already covered by existing MCC contracts, included in this RFP? And, how will MCC decide whether to use an existing contract or the IDIQ contract awarded under this RFP to fulfill these common objectives?

Response: This is a **capacity development training and development** contract supporting GFC's and MCA's, and the requirements are not included in the scope of other existing MCC contracts. None of the

mechanisms mentioned above are aimed at procuring capacity building training and development services for MCAs.

105. Question: The RFP defines key personnel as essential to the work being performed. The RFP covers a wide range of topics, each topic would most likely require a specific key person to manage. Is there a limit on the number of key personnel MCC expects that should be included in the proposal? Does MCC expect that a key personnel will be designated for each major objective?

Response: The solicitation has two requirements for Key personnel. One for the Offeror to identify its Key personnel to be used for the performance and management of the IDIQ effort. Second, for the Offeror to provide Key personnel based upon specific positions for the Task Order 1 (See Amendment 01, Attachment J.3, Clause H.3). As each follow-on task order will have key personnel identified at the task order level, the Offeror only needs 1). To identify its overall IDIQ Key personnel that it deems necessary for performance and management of the IDIQ in Clause H.3 of the solicitation for the IDIQ; and 2). To provide the Key personnel for Task Order 1 in its proposal.

106. Question - Per L.5.1.1, Volume 1 is to include Section 3, Minimum Qualifications for Labor Categories, and Section 4, Existing Course Offerings, Descriptions, Lengths, Pre-Requisites and Data Proposed with less than Unlimited Rights. Are Sections 3 and 4 to be included as part of the 40 pages or are they to be included as Annexes?

Response: See revisions to Amendment 04, Section B, Revisions to the Solicitation #1-- #6.

106. Question: Procurement requires a wide variety of skills exercised at different levels of responsibilities, from senior level managers and approving authorities to process experts, bidding documents and specification writers, bid evaluators, and records clerks on the public sector side. Effective private sector participation requires people knowledgeable about laws and procedures, how to read and interpret procurement documents, and how to present competitive bids. Task Order #1 information suggests a training audience of 600 in the public sector and 200 in the private sector for this assignment.

A. Question: Do the 600 public procurement participants represent positions that are already filled by staff who are awaiting training or must these people still be recruited? Who will select participants; will there be different courses, with different length and content, tailored for the various groups, including ministries and local governments?

Response: The 600 figure is incorrect. Section C.3 states that the target group will consist of up to 400 GOM staff and 200 members of the private sector.

The 400 participants are current GoM staff and include staff within existing procurement entities. The 400 participants include local government staff. The GoM Office of Public Procurement (ODPP) has established selection criteria to determine who should be trained. The Ministries use the selection criteria to identify the candidates for training.

B. Question: Is information available about their job responsibilities and has an analysis been made of their skill gaps and training needs, or must that still be done before training can be designed and begin?

Response: The position descriptions are included in the Malawi Public procurement Act. An analysis of skills gap and training needs is included in the Procurement Capacity Assessment which was attached to the Task Order.

C. Question: Is the emphasis in the current Task Order meant to provide basic coverage of essential skills for the maximum number of practitioners or the initiation of a continuing long term procurement capacity building program? The training approaches would be quite different, with the first providing a broad overview of essentials to literally dozens of short term classes, while the second might focus on training of trainers and implanting the program in one or more permanent training institutions.

Response: The purpose of the Task Order is to provide coverage of essential skills for 400 procurement practitioners. Long-term training, which includes the existing four year procurement degree at the polytechnic (University of Malawi), the Master degree in procurement and several certificate level procurement courses, is not included in this Task Order.

D. Question: Have standard bidding documents (SBD) for Malawi already been prepared or will the consultant have to draft these in order to cover that important aspect of training? If the latter, this has a major impact on scheduling.

Response: The SBDs have been completed and are available on the ODPP Website [www.odpp.gov.mw](http://www.odpp.gov.mw) <http://www.odpp.gov.mw/> or access through the Malawi Government Website.

E. Question: Will capacity building activities be concentrated in Lilongwe and Blantyre or must they be distributed broadly around the country, for example to include local authorities and private sector businesses? Is it the consultant's responsibility to identify suitable training locations and facilities and to include their costs in the proposal?

Response: Similar to Amendment 03, Question #88. The private sector workshops will cover the same geographic locations. The offeror should be prepared to identify training locations and facilities and include the cost in its proposal.

F. Question: The key staff positions appear to be focused on program and curriculum development, with little allowance for training delivery by these people. Is there a large amount of unused procurement expertise in Malawi training institutions that would have the capabilities to deliver the actual training with guidance from the consultants, or is it more likely that a substantial initial effort would have to be directed at training of these trainers?

Response: The key staff positions for the task order were not inclusive. Offerors may propose additional labor categories per the Attachment J.3, H.3, Key Personnel clause that they determine to be key to this effort. Also, it is more likely that a substantial initial effort would have to be directed at training of these trainers.

107. Question: I would like to ask on how do I get some information for the task orders in Africa, I came late on that day but I saw on your presentation you showed that there is task order #1 on Procurement Training for Compact Development for Malawi, I would like to get some information or if there's a registration or something where our company can register to get MCC opportunities in Africa. Our company is American company but we also do have some local offices in East Africa.

Response: Task Order #1 was issued in Amendment 1 as Attachment J.3 and Task Order #2 has been deleted.

108. Question: The lumping together of small business and HBCU for a possible set-aside award is an arrangement that is unfamiliar to us. Could MCC please clarify how it will assess proposals falling into this category?

Response: See Provision M.7, Contracting with Small Business Concerns and Disadvantaged Enterprises

109. Question: In Amendment 1 (A01), page 5, item 9 (D), MCC requests information on existing courses that Offerors propose to make available, including "pricing for a class of 20 persons." Is this request for pricing information to be included in the Technical Volume 1, Section 4, or somewhere else in the Pricing Volume? Also, we feel this will be very difficult to respond to, lacking any context on where the courses would be given and the surrounding circumstances. We price each course each time we give it, taking into consideration a great many factors beyond the number of students involved, e.g. if it is in the U.S. or overseas? If overseas, where? How much adaptation must be done to make a course fit

specific circumstances? Please clarify how best to provide you with the information you seek in this instance.

Response: The “pricing for the class of 20 persons” has been moved from Volume I to Volume IV (see Revisions to the solicitation in Amendment 04). As these are each Offerors offered courses, the Offeror can set the parameters regarding context, what the price does or does not include, which locations it includes, or excludes, the course objectives, curriculum, etc.

110. Question TO#1: The Malawi task order provides for a position called “Task Order Program Manager.” That labor category does not appear in Table 1 although “Program Manager” does. We had assumed that the Program Manager position described the individual in charge of administering the IDIQ itself, that is, the overall manager responsible directly to MCC, while the “Project Manager Sr.” was the “de facto” team leader and in charge of implementing individual task orders. Please clarify the nomenclature.

Response: It was MCC’s attempt to demonstrate the labor category was specifically identified to the Task Order as the program manager, project manager, program lead. MCC has revised the Attachment J.3, H.3 Key personnel clause in this amendment to reflect the labor category as “Project Manager Sr”.

111. Question A: Is a fiscal and/or procurement agent in a country allowed to provide services under this contract in the same country in which it is the fiscal agent?

Question B: Is a fiscal and/or procurement agent in a country allowed to provide services under this contract in a different country than the fiscal agent services are provided?

Question C: Will participation in this contract preclude future participation as a fiscal and/or procurement agent in these or any other countries?

Response: As long as the fiscal and/or procurement agent is not precluded due to a personal or organizational conflict of interest (see Clauses H.18 and H.19), and the Contractor can warrant there are no duplication of costs then there should not be an issue (See Clause G.5 MCC 52.237-74 WARRANTY AGAINST DUAL COMPENSATION (JAN 2006) which states “The Contractor certifies that, except for the compensation set out in this contract, it is not receiving any additional wages, compensation or gifts from the MCC for any work contemplated or performed under or in connection with this contract”).

112. Question: This RFP is open to participation from entities worldwide. However, paragraphs 1.9A and 1.9B require that personnel hired to work on this contract must be U.S. citizens or have permanent resident status. Can those working in other countries be citizens of those countries or of third countries?

Response: Yes, contract employees who work within the U.S. must be U.S. citizens or have permanent resident status by law. Contract employees who do not work within the U.S. do not have to be U.S. citizens, however, restrictions do apply depending on the nature of the tasks they are performing or the access to information they are provided. All employees, in the U.S. or overseas, must have a security screening of some type to ensure MCC is not funding terrorist activities through its contracts. See revisions to Clauses I.7 and I.9 in this amendment.

113. Question: Section 4 of Volume 1 is unclear where the line or threshold at which existing course content that is adapted or has other content/data added to it through a customization process becomes the property of MCC and what stays the property of the contractor/subcontractor. Can you please clarify?

Response: See Response in Amendment 03, Question 74.

114. Question: Given that Task Order #2, anticipated to be posted on July 2nd, has not yet been posted, we respectfully request that MCC extend the deadline for proposals to August 11, 2008 to allow sufficient

time to prepare responses to Task Order #2 and to incorporate any insights from TO#2 into the overall IDIQ technical and cost proposals.

Response: Task Order 2 was deleted from the requirement in Amendment 02. The deadline will not be extended.

115. Question: We also respectfully request an extension of the deadline for questions in order to allow offerors to seek clarification related to TO #2, once it is released.

Response: See response to Question #114.

116. Question: For planning purposes, it would be helpful if you could provide an estimate of when you expect to post attachment J.5, electronic pricing format.

Response: Attachment J.5, the Pricing Template was released in Amendment 02.

117. Question: For TO #1, Procurement Training for Malawi for Compact Development, would you please confirm that budgets should be provided for a 12 month period of performance?

Response: Yes, that is correct as the period of performance is November 1, 2008 – October 31, 2009.

118. Question: In the RFP, page 65 “electronic media” states that a full copy of proposals is required in Word or Excel and PDF is not acceptable. Given that sections 2, 3 and 4 of the cost proposal represent forms or certifications that require signatures (e.g. printout of ORCA records), would it be acceptable to provide these items in PDF format, or provide them only in the hard copy?

Response: See appropriate revisions in Section B of this Amendment, #2. L.4.7.1 GENERAL (e)

119. Question: L.6.1 Volume I, Section 1: SubFactor 1: Demonstrated Technical Management and Capability to Perform the Full Scope of the Requirements Using Best Practice Procedures, d) states “...Offerors should identify key personnel, to include resumes, for the performance and management of the IDIQ effort.” In addition, L.6.3, Volume 1, Section 3, Attachment J.2, Minimum Qualifications for Labor Categories and Resumes of Key Personnel for IDIQ...also asks for ... “Resumes of the Key Personnel for the IDIQ, which were proposed in Clause H.6, Key Personnel shall be included in Section L.6.3 Volume I, Section 3.” Please clarify where resumes are to be provided.

Response: Section L.6.3, Volume 1, Section 3 is correct. See revision to L.6.1 in Section B of this amendment.

120. Question: L.9.6 Volume IV, Section 7 - Completed Electronic Pricing Templates and Electronic Copies of the Proposal (Volumes I-IV). No instructions are provided. Please clarify that no instructions are necessary.

Response: There should be no need for instructions. This Section will contain only the electronic copies of the Offerors completed pricing templates from Attachment J.5; and the CD(s) or electronic media for the complete proposal, including all attachments. The hardcopies of Attachment J.5 are included in L.9.4 Volume IV, Section 5(b).

121. Question: L.4.6 PROPOSAL SUBMISSION AND DUE DATE states “ Offerors shall submit an original and five (5) copies of the complete proposal, in hard copy and one (1) electronic copy (MS-compatible)...” yet L.4.7 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS, Section L.4.7.1.b states “Offerors shall submit an original and five (5) copies of Volumes I-II, and two (2) copies of Volume IV..” L.4.7.1.e Electronic Media states “Offerors shall submit an electronic copy of their

entire proposal on a single CDROM or USB.” Please clarify the number of copies, including the number of originals + copies + CDs per volume. Does one CD suffice for all volumes?

Response: This has been corrected. See changes in Amendment 04, Section B. Also, if all of the information can be saved to a single CD, there is no need for multiple CD’s per Volume; if the Offeror cannot fit it’s entire proposal on a single CD then multiple CDs, properly labeled may be provided).

122. Question: As Task Order 2 information was not released on July 2, we are assuming that an appropriate extension in the proposal due date will be provided whenever Task Order 2 is released so that we have time to provide a thorough response. When do you anticipate releasing Task Order 2?

Response: Task Order #2 has been deleted from the requirement. No extension is warranted.

123. Question: Page 36 of 89 - H.17 CONTRACT AND TASK ORDER LABOR RATES. The contractor is required to separately identify all subcontractors, divisions, subsidiaries, or affiliates included in a blended labor rate. This contradicts instruction on Page 71 of 89, item (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offer under a common control. Please clarify which instruction prevails.

Response: H.17 Contract and Task order labor Rates is now deleted/reserved. Paragraph (c)(1) of Clause 52.216-29 under L.9.4 Volume IV, Section 5(b) is correct.

124. Question: Please clarify MCC's subcontracting goals for this contract. Specifically, are the goals listed in H.24 referring to percentages of the total subcontracted amounts? Are we correct in understanding that the subcontracting goals apply only to the work efforts that are performed in the U.S.?

Response: The percentages, or goals, reflect the percentage of the total effort to be subcontracted to small business. You are not correct in assuming the goals only apply to work effort that is performed within the U.S. It applies to total effort under the contract.

125. Question: Are all contractor and subcontractor personnel working on task orders overseas subject to the security clearance requirements in Section I? If so, this would appear to preclude the use of any third country or local national labor. Please clarify.

Response: See response to Question #112 in this Amendment.

126. Question: Does the contract allow a fee (profit) percentage (other than G&A or a material handling fee) on ODCs?

Response: Per Clause H.13 Task Order Process, Paragraph B(4), “Materials shall be at cost, no fee and the applicable material handling/G&A rate applied.”

127. Question: Please identify the contractor firm(s) that performed the Procurement Capacity Assessment (PCA 2007) and Capacity Development and System Strengthening Plan work for Malawi.

Response: All pertinent information regarding these documents have been provided for your information in the Attachments A and B, including Annexes of Attachment J.3.

128. Question: Re: Section I.7 Security Requirements for Contractor Personnel. states that contractors who require access to the MCC Headquarters and the MCCNet are required to be U. S. Citizens.

Does this apply to the in-country lead?

Response: See response to Question #112 in this Amendment. MCC does not foresee the Country lead to have access to the MCC IT systems.

129. Question: Is the contractor subject to local taxes in these individual countries or is it exempt from local taxes?

Response: See Clause H.21 Foreign Taxes, Fees, Insurance, Benefits

130. Question: What types of activities does MCC envision to be included in the 6 month post-training support period for Task Orders 1 and 2?

Response: Task Order #2 is no longer included. For Task Order #1, developing web-based tools for continued guidance and support (including on-line question/answer support for trainees), mentoring and/or twinning arrangements to support trainees as they put into practice skills learned during training, providing follow up courses and/or hands on support through local partners.

131. Question TO#1: If the GOM wishes to evaluate performance of procurement staff post-training in 2009.

a) When would this evaluation take place? Response: Currently the GOM plans to conduct the evaluation after the training is completed (estimated 2009).

b) Who will undertake said evaluation? Response: The GOM plans to hire an external evaluator

132. Question TO#1: Since there are a large number of individuals to be trained and not all of them can take leave from their positions at once, the training curriculum will have to be delivered in several sessions throughout the year. Training is set to begin upon approval of materials submitted for review to MCC in January 2009. Is there a target date for all sessions to be completed?

Response: Prior to completion of the Period of Performance for Task Order #1 (i.e. October 31, 2009)

133. Question: On page 47, B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access, the first sentence states that contractors must be U.S. citizens or have permanent residence status. A key component of the RFP is training in-country facilitators to serve as resources for future training and development needs. Can these in-country facilitators be subcontracted to conduct work under a Task Order or does the U.S. citizen requirement void any contracting arrangements?

Response: See response to Question #112 in this Amendment. Local contractors can be hired.

134. Question: On page 13, under C.4, third paragraph, the RFP states "The MCC requires prior approval for all curriculums identified in any Task Order which is developed for any Governments of Foreign Countries (GFC) or Accountable Entities prior to delivery of the training to the GFC or Accountable Entity." Please provide details about the MCC process for approving curriculum and the timeframe associated with the approval process.

Response: As for timeframe for curriculum approval, MCC estimates approximately two weeks, depending on the requirements of the Task Order. Details of the specific approval process will be provided in each Task Order and would depend upon the nature of each Task Order and the approvals required. For example, if the TO is to develop a half day training on a particular specific topic, MCC would be able to provide approvals in a relatively short period of time. If it is 5-7 day training on a complex topic where approval by MCC might involve the engagement of several MCC staff, or country personnel, it would take longer. The process could be as simple as a review of the written curriculum and materials to a more complex process of having the curriculum and materials presented on site to MCC staff for approval.

135. Question: Page 7 lists “Certified Instructor” as a labor category. Questions relating to this are certified by whom? Also, can instructors be used who are not certified?

Response: A Certified Instructor can be an instructor certified in “Instruction” or an instructor certified in a given subject area of expertise or specialization (e.g. certified as a Project Management Professional). The certified instructor mentioned in the Table B.1 labor categories would refer to an Instructor certified in an area of specialization. As long as Offerors are providing qualified, competently trained personnel who can perform quality instruction, certification is not required; however, MCC would expect to see non-Certified instructors labor categories and pricing reflected in the Price proposal at commensurate salaries.

136. Question: Table 1. Finally, two of the labor categories (#13 and #14) are for “certified instructors.” Again, while we realize it is our responsibility to provide descriptions and requirements for these positions, we wanted to know if by “certified” you were implying that these people needed some sort of official training certification. If so, could you provide an example?

Response: See response to Question 135.

137. Question: Please provide some additional information on the term “Certified Instructor?”

a. Do the Instructors require certification in the host country’s language? Response: There is no certification requirement for the communication/language aspect. The ability for an instructor to fluently speak the language is preferred, so as to reduce the costs of hiring a translator. The task orders will specify what language the training will be given in and it is the Offerors responsibility to provide either an instructor that speaks the language or an interpreter for the delivery.

b. Certification that proves their ability to provide training and develop training.

Response: See response to Question 135.

138. Question: Page 62 of 89 in the solicitation states that the Government will award multiple ID/IQ Awards. How can a small company solicit/be eligible to be considered for one of these awards?

Response: See Provision M.7 of the solicitation.

139. Question: Under Section Technical Capability – page 67, bullet (d) there is mention of requiring convincing proof that Offeror has the ability to obtain and retain personnel with relevant experience and technical expertise...” What proof would be considered sufficient? Would resumes be acceptable?

Response: In this sentence, the words “convincing proof” also mean “demonstrated evidence”. The Offeror needs to demonstrate it has the ability to hire and retain qualified personnel. For example, what are your organizations hiring and retention practices? Resumes alone would not be acceptable.

140. Question: What kind of past performance will suffice? Would corporate experience of about 15 years in Training and Development suffice?

Response: There is a difference between experience and past performance. Experience is evaluated under the Technical Criteria and past performance is evaluated under the Past Performance criteria. L.9.1 (c) states for the Offerors to provide three (3) references for contracts or agreements it considers most relevant in demonstrating its ability to perform the proposed effort. Per Paragraph (a), the Government will focus its evaluation on the Offerors past and present work of its project’s similarity to this requirement, on the Offeror’s ability to meet cost and schedule requirements while maintaining high standards of performance, and on the contractor’s success in resolving problems. Per Paragraph (b),

Performance will be evaluated for projects completed within three years from the date of the issuance of this solicitation (June 24, 2008) or which are currently in process.

141. Question: If a task order includes conducting a needs assessment, is the assessment to include also an analysis and estimate of costs for implementation/support to capacity building in the recommended areas?

Response: Only if specifically identified in the Task Order. In that event the Offeror would not be permitted to compete on any follow-on effort as it has developed and delivered the cost estimate. For the most part, if a needs assessment alone was requested in a single Task Order, it would only require identification of areas of need or gaps. MCC does not anticipate issuing Task Orders for needs assessments alone.

142. Question: Will the contractor have access to, or opportunity to interview staff from, the entity/organization that conducted and prepared the Malawi capacity assessment and *Procurement Capacity Development and System Strengthening Plan*?

Response: Yes, after contract award.

143. Question: In the meeting on June 27, an opinion was given that the “majority of work requirement” in M.7 applied only to small businesses, not to an MEI--but that clarification would be provided. When the modified M.7 came out July 2, some ambiguity of language and questions still remain about the policy.

There appear to be several distinct differences between “Small Businesses” (SB’s) and “MEI’s”:

1). Small Businesses:

- (a) FAR 52.219 requiring “majority of work” applies to SBs only, not MEI’s;
- (b) SB’s have an additional preference in H.24: 30% of Sub-contracting work;
- (c) A SB with sales of \$6.5 million which specializes in Govt. contracts could be well qualified to perform the “majority of work.”
- (d) FAR 19 referred to in the amendment seems to apply to SB's only; MEI's don't appear to be mentioned.

2) MEI’s

- (a) FAR 26.3 seems to be the only one applicable to MEI’s; it has no majority of work requirement.
- (b) An MEI as an educational institution would have great difficulty in performing the majority of work on a Proposal this broad in scope and geography with a due date of 4 weeks.

QUESTION:

A. Given these differences, is it appropriate to group SB's and MEI's under the same requirements?

Response: Yes, for the purposes of the M.7 clause, it is appropriate. See Provision M.7 in Amendment 04, Section B.

B. Can the FAR 26.3 policy benefiting MEI’s and the policy of prohibiting fronting organizations be met by requiring an MEI for preference (i) to do a “significant portion” of the total work (perhaps around 25%); or (ii) to do the majority of the technical work (e.g., Sec. M 3.3)?

Response: (i) No, the Limitation of Subcontracting clause applies to both small business and MEI (HBCU/MI) if the provision of M.7 is utilized to award one of the IDIQ contracts to the one of this enterprises; (ii) The Limitation of Subcontracting clause does not place restrictions on what specific work has to be accomplished by the concern, it only places restriction on the percentage on the cost of the

contract performance incurred to be expended for employees of the concern. (See FAR 52.219-14, Limitations of Subcontracting).

C. If the answer to B above is yes, what is the best format: Could the MEI's Proposal receive the preference if the MEI submits a joint proposal with a major contractor whose capabilities complement ours?

Response: Yes, however the small business or MEI (HBCU/MI) would be required to perform at least 50% of the work for all task orders it receives combined as this is a services contract.

144. Question: Which institutions have done the assessments to identify the countries currently on the compact country list or the Threshold program list?

Response: The indicators used for the selection process come from the following organizations: Freedom house, WBI: World Bank Institute, IFC: International Finance Corporation, WHO: World Health Organization, WEO: World Economic Outlook, IFAD: International Fund for Agricultural Development (UN), UNESCO: United Nations Educational, Scientific and Cultural Organization, CIESIN: Columbia University Center for International Earth Science Information Network, YCLEP: Yale Center for Environmental Law and Policy, Heritage Foundation, IMF: International Monetary Fund and National Sources (from GFCs). More information can be obtained on the website under the "Selection criteria" tab.

145. Question: Given the broad nature of this RFP and that it is an ID/IQ, a HBCU/MI cannot bid on this RFP by itself and may submit a proposal in partnership with other firms (forming a coalition). Forming partnerships/coalition was indeed recommended in the solicitation announcement and the meeting.

A HBCU/MI can meet the requirement as per Sec. M.7, p. 78 of being rated "satisfactory or above" for the technical capability factor, qualifying for the award planned to be made to one or more small businesses or minority educational institutions. A HBCU/MI wants its M.7 status to be beneficial to the partnership/coalition such that our joint proposal will be awarded provided our technical capability factor is rated as "satisfactory or above".

1) Does this mean that only the technical portion of the proposal within a partnership/coalition that is attributed to a HBCU/MI must be at least "satisfactory" and the rest of the technical portion must be "above satisfactory"? Or does it mean that the combined technical portion of the proposal within the RFP (all partners) need be at least satisfactory to be awarded?

It is unclear what is meant by "performing the majority of the work" under the awarded contract. To help us understand this, will you please answer the short questions written below that represent different scenarios

A) A HBCU/MI is prime with 51% of technical work/budget (or whatever is needed under M.7 for a HBCU/MI), and other partners make up the remaining technical work/budget AND other partners take on the admin./finance portion of the work/budget required to manage the ID/IQ. Thus, the HBCU/MI would have < 50% of the total budget. Will this arrangement retain our M7 status as a HBCU/MI, such that the joint proposal of the partnership/coalition will qualify for the award to be granted under M.7 and need be at least satisfactory (rather than above satisfactory) to be awarded?

B) One of the other partners is the prime; the HBCU/MI is a sub, and the prime is neither a HBCU/MI nor a small business. The HBCU/MI will have 51% (or what ever is defined as the "majority" if applicable) of the technical work but less than <50% of the total budget. Will this arrangement retain the HBCU/MI's M7 status as a HBCU/MI such that the joint proposal of the partnership/coalition will qualify for the award to be granted under M.7 and need be at least satisfactory (rather than above satisfactory) to be awarded?

C) Are there other arrangements within a partnership/coalition that would allow a HBCU/MI to retain its HBCU/MI status and advantage? If yes, please advise.

Response: Provision M.7 has been revised. See Amendment 04, Section B and also the response to Question #143

146. Question: Does "majority of the work" under M.7 apply only to small businesses (and not to HBCU/MI as indicated in discussions at the meeting).or does it apply to both?

Response: It applies to both. See Provision M.7 in Amendment 04, Section B and also the response to Question #143

147. Question: Does majority mean > 50%? If not, what percentage is attributed to "majority"?

Response: See Provision M.7 in Amendment 04, Section B and also the response to Question #143

148. Question: Does "majority of the work" mean > 50% of the "technical work"? Or does it mean > 50% of the total work being technical + admin/finance of managing the ID/IQ?

Response: See Provision M.7 in Amendment 04, Section B and also the response to Question #143

149. Question: Does "majority of the work" mean > 50% of the budget attributed to technical work, or does it mean > 50% of the total budget?

Response: See Provision M.7 in Amendment 04, Section B and also the response to Question #143

150. Question: I am still unclear on the total maximum Program funding:

- (a) \$17.5 million maximum for 5 years for all 26 countries (as sec. B.5 p.2 indicates); or
- (b) \$17.5 million maximum per ID/IQ Contract (up to \$87.5 million for 5 Contracts) for 5 years for all 26 countries (as sec. H.12 p. 33 seems to suggest).

Response: See responses to Questions #9 and #10 in Amendment 02.

**ALL REFERENCES IN THE SOLICITATION TO ATTACHMENT J.4, TASK ORDER 2, SHOULD BE DISREGARDED. TASK ORDER 2 HAS BEEN DELETED FROM THE SOLICITATION REQUIREMENTS AND ALL REFERENCES SHOULD BE MARKED "RESERVED".**

**B. REVISIONS TO THE SOLICITATION RESULTING FROM VENDOR QUESTIONS: (Note: Deletions are in "strikethrough" and Additions are in "red font" to permit easier viewing.)**

#### **1. L.4.7.1 GENERAL**

##### CHANGE FROM:

(b) ~~Markings Offerors shall submit an original and five (5) copies of Volumes I-II, and two (2) copies of Volume IV. The "original" volume shall be clearly identified. Each volume shall be in English and marked with solicitation number, title and Offeror's name.~~

##### CHANGE TO:

(b) **Markings Offerors shall submit an original and five (5) copies of Volumes I-II, and original and one (1) copy of Volume IV in hard copy and one (1) electronic copy (MS-compatible) of the**

**complete proposal.** The “original” volumes shall be clearly identified. Each volume shall be in English and marked with solicitation number, title and Offeror's name.

**2. L.4.7.1 GENERAL**

CHANGE FROM:

(e) *Electronic Media* Offerors shall submit an electronic copy of their entire proposal on a single CD-ROM or USB. The data shall be in MS Word and/or Excel 2003 format. ~~PDF versions are not acceptable.~~ Downloaded data to application specific files should contain the formulas and/or computations for developing each amount. No password-protected, zipped, or self-extracting files shall be used. Each Offeror shall provide virus free CDs or USBs and shall certify that they are virus free. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), *Restriction or Disclosure and Use of Data*.

CHANGE TO:

(e) *Electronic Media* Offerors shall submit an electronic copy of their entire proposal on a single CD-ROM or USB. The data shall be in MS Word and/or Excel 2003 format. **PDF versions are not acceptable, except to provide scanned copies of signature pages, or to provide certification and representation/ORCA documentation to be provided in L.5.1.4, Volume IV Sections 2 and 3.** Downloaded data to application specific files should contain the formulas and/or computations for developing each amount. No password-protected, zipped, or self-extracting files shall be used. Each Offeror shall provide virus free CDs or USBs and shall certify that they are virus free. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), *Restriction or Disclosure and Use of Data*.

**3. L.4.7.2 ORGANIZATION/PAGE LIMITS**

CHANGE FROM:

**TABLE L-1 – PROPOSAL ORGANIZATION**

| VOLUME | SECTION L PARAGRAPH # | TITLE  | MAXIMUM PAGE LIMIT   |
|--------|-----------------------|--|--|
| I      | L.5.1.1 and L.6       | Technical Capability and Soundness of Approach (IDIQ) Proposal                             | 40 pages*/**   |
| II     | L.5.1.2 and L.7       | Technical Capability and Soundness of Approach Proposal for Attachment J.3, Task Order 1   | 20 pages**   |
| III    | L.5.1.3 and L.8       | <del>Technical Capability and Soundness of Approach for Attachment J.4, Task Order 2</del> | 20 pages**   |
| IV     | L.5.1.4, and L.9      | Combined Past Performance and Business/Price Proposal                                      | 3 pages for past performance for the prime; 2 additional pages total for subs/team partners; no page limit for price |

\*Volume I may include a 2-page cover letter, and table of content, both of which are excluded from the maximum page limits specified in Table L-1

\*\*Volume I, II, ~~and III~~ resumes, to include letters of intent, of Key Personnel are excluded from the maximum page limits specified in Table L-1, however resumes, to include a letter of intent, are limited to 3 pages each”.

CHANGE TO:

**TABLE L-1 – PROPOSAL ORGANIZATION**

| VOLUME | SECTION L PARAGRAPH # | TITLE  | MAXIMUM PAGE LIMIT  |
|--------|-----------------------|--|---|
| I      | L.5.1.1 and L.6       | Technical Capability and Soundness of Approach (IDIQ) Proposal                           | 40 pages*/**<br><b>(Page Limits include L.5.1.1, Volume I, Sections 1, 2, and 4)</b>  |
| II     | L.5.1.2 and L.7       | Technical Capability and Soundness of Approach Proposal for Attachment J.3, Task Order 1 | 20 pages**<br><b>(Page Limits include L.5.1.2, Volume II, Sections 1, 3, and 4)</b>   |
| III    | L.5.1.3 and L.8       | <b>Reserved</b>  | <b>Reserved</b>   |
| IV     | L.5.1.4, and L.9      | Combined Past Performance and Business/Price Proposal                                    | 3 pages for past performance for the prime; 2 additional pages total for subs/team partners for L.5.1.4 Section 1; No page limits for business/price L.5.1.4 Sections 2-7 |

\*Volume I may include a 2-page cover letter (copy of Volume IV original), and table of content, both of which are excluded from the maximum page limits specified in Table L-1. **L.5.1.1, Volume I, Section 3 is excluded from the page count for Volume I.**

\*\*Volume I and II resumes, to include letters of intent, of Key Personnel are excluded from the maximum page limits specified in Table L-1, however resumes, to include a letter of intent, are limited to 3 pages each”.

**4. L.5.1.1 Volume 1 -- Technical Capability and Soundness of Approach shall be organized as follows:**

CHANGE FROM:

Section 3. Section B, Table 1 and Attachment J.2, Minimum Qualifications for Labor Categories, And Resumes, to include letters of intent, of Key Personnel for IDIQ.

CHANGE TO:

Section 3. Section B, Table 1 and Attachment J.2, Minimum Qualifications for Labor Categories, And Resumes, to include letters of intent, of Key Personnel for IDIQ (\*\*limited to 3 pages each)

**5. L.5.1.3 Volume III – Attachment J.4, Task Order 2 shall be organized as follows:**

CHANGE FROM:

- Section 1: ~~Proposed Technical Approach to Demonstrate Capability to Meet Requirements of Task Order, to include a project schedule, and other items specified in the Task Order~~
- Section 2: ~~Resumes, to include letter of intent, of Key Personnel (\*\*limited to 3 pages each)~~
- Section 3: ~~Potential or Known Conflicts of Interest, if any~~
- Section 4: ~~Identification of Less than Unlimited Rights Data to be provided, if any~~

CHANGE TO:

**Reserved**

**6. L.5.1.4 Volume IV – Combined Past Performance and Business/Price**

CHANGE FROM:

- Section 5: IDIQ Pricing  
(a) Attachment J.2 Labor Category Descriptions for Section B, Table 1 and Atch J.1 Continuation Labor Descriptions  
(b) Section B, Table 1 and Attachment J.1 Labor Rates
- Section 6: Task Order Pricing  
(a) Attachment J.3, Task Order 1 Pricing  
(b) Attachment J.4, Task Order 2 Pricing

CHANGE TO:

- Section 5: IDIQ Pricing  
(a) Attachment J.2 Labor Category Descriptions for Section B, Table 1 and Atch J.1 Continuation Labor Descriptions (**Originals**)  
(b) Section B, Table 1 and Attachment J.1 Labor Rates
- Section 6: Task Order Pricing  
(a) Attachment J.3, Task Order 1 Pricing  
(b) **Reserved**

**7. L.8 VOLUME III - TECHNICAL CAPABILITY AND SOUNDNESS OF APPROACH FOR ATTACHMENT J.4, TASK ORDER 2**

CHANGE FROM:

~~Using the Proposal Organization criteria in Paragraph L.5.1.3, see Attachment J.4, Task Order 2 for the instructions on submittal of information for this requirement. Task Orders will be awarded separately, with their own identifying Task Order number.~~

CHANGE TO:

**Reserved**

**8. L.9.4 Volume IV, Section 5(b), Section B, Table 1 and Attachment J.1, Continuation.**

CHANGE FROM:

“Offerors shall use the pricing templates in Attachment J.5 for completion of its pricing for the IDIQ labor rates, and Task Orders 1 ~~and 2~~. A hard copy shall be included in Volume IV, Section 5(b).”

CHANGE TO:

“Offerors shall use the pricing templates in Attachment J.5 for completion of its pricing for the IDIQ labor rates, and **Task Order 1**. A hard copy shall be included in Volume IV, Section 5(b). **Pricing for the courses offered in L.6.4. Volume 1, Section 4 shall be include in this Volume IV. Subcontractors/ Affiliates may provide breakout of labor rates in a sealed envelope, however per the pricing template instructions, they must provide the fully burdened rates, including profit to the prime for inclusion in the prime’s pricing template. Offerors must clearly delineate in the narrative of proposal how they apply direct costs vs. indirect costs to contract costs for overhead/fringe and G&A type expenses (i.e. included in labor rate or include as a direct cost). Offerors also shall**

**provide the allocation base for each indirect cost pool. It is the Offerors responsibility to ensure MCC has sufficient information to make a realism and reasonableness determination.”**

**9. L.9.5 Volume IV, Section 6 – Attachment J.3, Task Order 1 and Attachment J.4, Task Order 2 Pricing**

CHANGE FROM:

L.9.5 Volume IV, Section 6 – Attachment J.3, Task Order 1 and Attachment J.4, Task Order 2 Pricing

Part A. The Offeror shall price the services for the scope of work for Task Order 1, for Procurement Training in Malawi. This will be a time-and-materials Task Order. The Offeror shall use the Labor Descriptions and Fixed Rates proposed in Volume IV, Sections 5(a) and (b) for pricing. The Offerors shall use the pricing template in Attachment J.5 for Task Order 1 and include labor categories, fixed labor rates, proposed hours, materials, travel expenses, and any other required ODC’s. Pricing should be segregated to specify whether the fixed hourly rate for each labor category applies to labor performed by the offeror, a subcontractor, or interagency work agreement (i.e. from a division, subsidiary, or affiliate). Materials, Travel and ODC’s should be segregated in like manner.

~~Part B. The Offeror shall price the services for the scope of work for Task Order 2, for Program Management Training for Multiple Countries. This will be a time and materials Task Order. Pricing shall be consistent with instructions for Task Order 1 in Part A above.~~

CHANGE TO:

L.9.5 Volume IV, Section 6 – Attachment J.3, **Task Order 1 Pricing**

Part A. The Offeror shall price the services for the scope of work for Task Order 1, for Procurement Training in Malawi. This will be a time-and-materials Task Order. The Offeror shall use the Labor Descriptions and Fixed Rates proposed in Volume IV, Sections 5(a) and (b) for pricing. The Offerors shall use the pricing template in Attachment J.5 for Task Order 1 and include labor categories, fixed labor rates, proposed hours, materials, travel expenses, and any other required ODC’s. Pricing should be segregated to specify whether the fixed hourly rate for each labor category applies to labor performed by the offeror, a subcontractor, or interagency work agreement (i.e. from a division, subsidiary, or affiliate). Materials, Travel and ODC’s should be segregated in like manner.

**Part B. Reserved**

10. M.3.1

CHANGE FROM:

**Step 5:** Offerors determined to be within the competitive range, will present oral presentations (See L.11) of their technical capability to provide the services in the ~~Task Orders (Attachment J-3 and J-4)~~ and provide ~~two 10-minute training sessions related to the Task Orders topics (procurement and program management),~~ to demonstrate its instructional/teaching capabilities. These oral presentations, including the training sessions will be approximately one (1) hour in length.

**Step 6:** The Evaluation Team will 1). Document any changes in the IDIQ evaluations and ranking as a result of discussions/negotiations, if applicable. 2). Evaluate each Task Order based upon oral presentations, evaluation criteria, and pricing in each Task Order, and provide a ranking of Offerors per Task Order.

**Step 7:** The MCC will use a comparative ranking process among the basic ID/IQ, Task Order 1, ~~and Task Order 2~~ to determine which Offerors will 1). Receive basic ID/IQ awards, 2). Receive the Task Order 1 award; ~~and 3) receive the Task Order 2 award.~~ Offerors must first be selected to receive a basic ID/IQ award to be eligible for ~~Task Order awards.~~

CHANGE TO:

**Step 5:** Offerors determined to be within the competitive range, will present oral presentations (See L.11) of their technical capability to provide the services in **Task Order 1 (Attachment J-3)** and provide **one 10 minute training session related to the Task Order 1 topic (procurement)**, to demonstrate its instructional/teaching capabilities. These oral presentations, including the training session will be approximately one (1) hour in length.

**Step 6:** The Evaluation Team will 1). Document any changes in the IDIQ evaluations and ranking as a result of discussions/negotiations, if applicable. 2). Evaluate **Task Order 1** based upon oral presentations, evaluation criteria, and pricing **in Task Order 1**, and provide a ranking of Offerors **for Task Order 1.**

**Step 7:** The MCC will use a comparative ranking process among the basic ID/IQ **and Task Order 1** to determine which Offerors will 1). Receive basic ID/IQ awards, **and 2). Receive the Task Order 1 award.** Offerors must first be selected to receive a basic ID/IQ award to be eligible for **the Task Order 1** award.

**11. M.3.2**

CHANGE FROM:

“ A. Technical Capability and Soundness of Approach (See M.3.3 for IDIQ and Attachments J.3 ~~and J.4~~ for ~~Task Orders~~)”

CHANGE TO:

“ A. Technical Capability and Soundness of Approach (See M.3.3 for IDIQ and **Attachment J.3 for Task Order 1**)”

**12. M.4:**

CHANGE FROM:

“**M.4** The Government will use the following adjectives to evaluate Offerors’ technical proposals (for both the ID/IQ and Task Order 1~~and 2~~ level). The adjectives will be used in assessing the technical criteria and sub-criteria set forth above:”

CHANGE TO:

“**M.4** The Government will use the following adjectives to evaluate Offerors’ technical proposals (for both the ID/IQ **and Task Order 1 level**). The adjectives will be used in assessing the technical criteria and sub-criteria set forth above:”

**13. M.6:**

**M.6 PRICE/COST EVALUATION**

CHANGE FROM:

“B. To be considered for Task Order Award, Offerors must submit pricing information sufficient to determine realism and reasonableness ~~for each task order, including proposed options,~~ and be in compliance with Section L.9.5, Parts A ~~and B.~~”

CHANGE TO:

“B. To be considered for Task Order Award, Offerors must submit pricing information sufficient to determine realism and reasonableness **for Task Order 1,** and be in compliance with Section L.9.5, **Part A.**”

**14. ADD THE FOLLOWING CLAUSE TO SECTION K:**

**52.226-2 -- Historically Black College or University and Minority Institution Representation (May 2001)**

(a) *Definitions.* As used in this provision --

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that it --

\_\_\_\_\_ is \_\_\_\_\_ is not a historically black college or university;

\_\_\_\_\_ is \_\_\_\_\_ is not a minority institution.

**15. M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

**CHANGE FROM:**

“(a) MCC encourages the participation of small business concerns and disadvantaged enterprises in this program in accordance with FAR Part 19. Accordingly, MCC intends to make one award to the small business or minority educational institution (HBCU/MI) which is the highest ranked Offeror amongst the small business concerns and disadvantaged enterprises. The MCC will first evaluate and rank all Offerors using the full and open competition procedures in Provision M.3.1. MCC will then assess the size status for the highest ranked offerors to determine if the M.7(a) provision is warranted. The Provision at M.7 (a) will only be applicable if no small business or minority educational institution (HBCU/MI) entities are among the highest ranked Offerors selected for an IDIQ award. As this provision may affect overall ranking of Offerors, any award made to a small business using the terms of this clause shall include FAR 52.219-14, Limitations of Subcontracting to ensure small business or the minority educational institution is performing the majority of the work under the awarded contract. Any award made to a small business without using the terms of this clause shall not include FAR 52.219-14, Limitations of Subcontracting.”

**CHANGE TO:**

“(a) MCC encourages the participation of small business concerns and disadvantaged enterprises in this program in accordance with FAR Part 19. Accordingly, MCC intends to make one award to the small business or minority educational institution (HBCU/MI) which is the highest ranked Offeror amongst the

small business concerns and disadvantaged enterprises. The MCC will first evaluate and rank all Offerors using the full and open competition procedures in Provision M.3.1. MCC will then assess the size status for the highest ranked offerors to determine if the M.7 (a) provision is warranted. The Provision at M.7 (a) will only be applicable if no small business or minority educational institution (HBCU/MI) entities are among the highest ranked Offerors selected for an IDIQ award. As this provision may affect overall ranking of Offerors, any award made to a small business **or minority educational institution (HBCU/MI) using the terms of this clause** shall include FAR 52.219-14, Limitations of Subcontracting to ensure the small business or the minority educational institution (HBCU/MI) is performing the majority of the work under the awarded contract. Any award made to a small business without using the terms of this clause shall not include FAR 52.219-14, Limitations of Subcontracting.”

## 16. Attachment J.3, Task Order 1

### CHANGE FROM:

I.7 LEVEL OF SECURITY CLEARANCE (Mandatory Subcontractor Flow down)

~~To be added by amendment~~

### CHANGE TO:

#### **I.7 LEVEL OF SECURITY CLEARANCE (Mandatory Subcontractor Flow down)**

Contractor personnel working under this contract shall hold a Public Trust clearance obtained through a Public Trust National Agency Checks with Law and Credit (NACLC) investigation, as required by Clause I.9 MCC52.204-71 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAR 2006) if the requirements of this clause are met for the performance of this task order.

For other personnel, working overseas and not performing functions supporting the Task Order which meet the criteria in the Clause I.9, for both U.S. Citizens and Non-U.S. Citizens, the Contractor shall provide a list to the COTR and provide the documentation of citizenship (U.S. or foreign), work visa status for relevant country (U.S. or Malawi) and other information as required. In addition, the contractor will be required to screen all these staff (U.S. or foreign) through citizenship verification and name check with multiple international MCC approved databases. Please refer contractors to the policy <http://thevine/documents/policies/policy-af-sec-conductingpre-employmentinvestigations-contractorspscs.pdf>. The contractor shall perform name checks through various databases to determine non-U.S. Citizens are not on a terrorist or sponsoring threat list.

## 17. Solicitation Clause I.7 LEVEL OF SECURITY CLEARANCE (Mandatory Subcontractor Flow down)

### CHANGE FROM:

Contractor personnel working under this contract shall hold a Public Trust clearance obtained through a Public Trust National Agency Checks with Law and Credit (NACLC) investigation, as required by ~~Contract or Task Order work performance.~~

### CHANGE TO:

Contractor personnel working under this contract shall hold a Public Trust clearance obtained through a Public Trust National Agency Checks with Law and Credit (NACLC) investigation, as required by **Clause I.9 MCC52.204-71 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAR 2006) if the requirements of this clause are met for the performance of the task orders issued.**

For other personnel, working overseas and not performing functions which meet the criteria in the Clause I.9, for both U.S. Citizens and Non-U.S. Citizens, the Contractor shall provide a list to the COTR and provide the documentation of citizenship (U.S. or foreign), work visa status for relevant country (U.S. or other) and other information as required. In addition, the contractor shall be required to screen all these staff (U.S. or foreign) through citizenship verification and name check with multiple international MCC approved data basis. Please refer contractors to the policy <http://thevine/documents/policies/policy-af-sec-conductingpre-employmentinvestigations-contractorspscs.pdf>. The contractor shall perform name checks through various databases to determine non-U.S. Citizens are not on a terrorist or sponsoring threat list.

**18. Solicitation Clause I.9 MCC52.204-71 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAR 2006) (Mandatory Subcontractor Flow down)**

CHANGE THE FOLLOWING PARAGRAPHS OF THIS CLAUSE FROM:

“A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor personnel hired to work under contracts awarded by Millennium Challenge Corporation (MCC) and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information shall be U.S. citizens or have permanent resident status. Contractor personnel will undergo screening (background investigation) for this access. The screening will determine the individual’s suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for public trust positions. Permanent Residents must have been in the country for a sufficient amount of time for the investigation results to be meaningful, usually five (5) but a minimum of two (2) years.”

“B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor personnel hired to work under this contract awarded by Millennium Challenge Corporation (MCC) and do not require access to MCC Headquarters, shall be U.S. citizens or have permanent resident status. The contractor must provide to MCC’s Security Office the full name, date of birth, place of birth, social security number and home address. MCC may use this information to screen contractor personnel through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify their suitability. Contractor personnel may work under the contract while the background investigation is being conducted.”

“F. Contract Award

Within two (2) business days after notice of award from the Contracting Officer, contractor shall provide a listing of all personnel (and subcontractor personnel) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).”

CHANGE TO:

“A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor personnel hired to work under contracts awarded by Millennium Challenge Corporation (MCC) and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information shall be U.S. citizens or have permanent resident status (**see Clause I.7 for overseas employees**). Contractor personnel will undergo screening (background investigation) for this access. The screening will determine the individual’s suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for public trust positions. Permanent Residents

must have been in the country for a sufficient amount of time for the investigation results to be meaningful, usually five (5) but a minimum of two (2) years.”

“B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor personnel hired to work under this contract awarded by Millennium Challenge Corporation (MCC) and do not require access to MCC Headquarters, shall be U.S. citizens or have permanent resident status (**see Clause I.7 for overseas employees**). The contractor must provide to MCC’s Security Office the full name, date of birth, place of birth, social security number and home address. MCC may use this information to screen contractor personnel through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify their suitability. Contractor personnel may work under the contract while the background investigation is being conducted.”

“F. Contract Award

Within two (2) business days after notice of award from the Contracting Officer, contractor shall provide a listing of all personnel (and subcontractor personnel) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. (**See I.7 for overseas employees**). This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).”

**19. Attachment J.3, Task Order #1**

CHANGE FROM:

**H.6 KEY PERSONNEL**

In accordance with IDIQ Clause H.6, the Key Personnel positions for this Task Order include:

~~Task Order Program Manager  
Training Lead (in Country) for Malawi  
Curriculum Developer (Sr.)  
Certified Instructor I~~

All personnel proposed shall meet the minimum qualifications in Attachment J.2, and IDIQ Clause H.16, personnel qualifications.

CHANGE TO:

**H.6 KEY PERSONNEL**

In accordance with IDIQ Clause H.6, the Key Personnel positions for this Task Order include:

**Project Manager Sr. (for Task Order)**  
Training Lead (in Country) for Malawi  
Curriculum Developer (Sr.)  
Certified Instructor I  
**Others, as identified by the Offeror**

All personnel proposed shall meet the minimum qualifications in Attachment J.2, and IDIQ Clause H.16, personnel qualifications.

**20. L.6.4 Volume 1, Section 4, Existing Course Offerings, Descriptions, Lengths, Pre-Requisites, and Data Proposed with less than Unlimited data rights, if any (See FAR 52.227-14, 52.227-15, and 52.227-18)**

CHANGE FROM:

“The Offeror shall identify any existing courses (already developed curriculum) that it proposed to make available to offer under this contract for instruction. The Offeror shall identify the title, course description, length of course, any pre-requisites for taking such course, ~~and pricing for a class of 20 persons.~~—The Offeror shall also identify what type of data rights it is proposing for use with these existing courses.”

CHANGE TO:

“The Offeror shall identify any existing courses (already developed curriculum) that it proposed to make available to offer under this contract for instruction. The Offeror shall identify the title, course description, length of course, any pre-requisites for taking such course. The Offeror shall also identify what type of data rights it is proposing for use with these existing courses. **Pricing for a class of 20 persons will be included in Volume IV, Section 5(b).**”

**21. L.6.1 Volume I, Section 1: SubFactor 1: Demonstrated Technical Management and Capability to Perform the Full Scope of the Requirements Using Best Practice Procedures**

CHANGE FROM:

“d. Demonstrated ability to recruit, provide, and retain qualified staff (e.g. subject matter experts) in the multiple international locations while supporting multiple IDIQ Task Orders. ~~Offerors should identify key personnel, to include resumes, for the performance and management of the IDIQ effort.~~ The Offeror shall provide convincing proof that it has, or has the ability to obtain, and retain, personnel with relevant experience and technical expertise required to perform the tasks described in the Statement of Work.”

CHANGE TO:

“d. Demonstrated ability to recruit, provide, and retain qualified staff (e.g. subject matter experts) in the multiple international locations while supporting multiple IDIQ Task Orders. The Offeror shall provide convincing proof that it has, or has the ability to obtain, and retain, personnel with relevant experience and technical expertise required to perform the tasks described in the Statement of Work.”

**22. H.17 CONTRACT AND TASK ORDER LABOR RATES**

CHANGE FROM:

“~~The contractor is required to separately identify all subcontractors, divisions, subsidiaries, or affiliates included in a blended labor rate (i.e. Section B, Table 1).~~”

CHANGE TO:

**“RESERVED”**

**(End of Amendment 04)**