

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 of 11
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE U.S. Department of Labor ETA Office of Youth Services and Job Corps 61 Forsyth Street, SW, Room 6T95 Atlanta, Georgia 30303		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POTENTIAL OFFERORS - FOR THE BRUNSWICK JOB CORPS CENTER FOR CENTER OPERATIONS, AND CAREER TRANSITION SERVICES				9A. AMENDMENT OF SOLICITATION NO. 94020000	
				9B. DATED (SEE ITEM 11) July 7, 2003	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATE (If required) - Not Applicable

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) 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** copies to the issuing office.

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

1. This amendment # 2 is issued to amend the RFP, to change CTS services portion of the solicitation from fixed to incentive fee the following shall be incorporated into offeror final proposal submissions.

<u>Modification</u>	<u>Replace/Addition</u>	<u>Comments</u>
Section G, page 31	page 31	Fixed Fee Table for Outreach/Admissions and Career Transitions
Section I page 51	page 51	Add FAR clause 52.244-2- Subcontracts Alternate II (AUG 1998)
Section J, attachment J-4	attachment J-4	Revised 2110 for Center Operations and OA/CTS
Section L, page 152 item 4	page 152 item 4	Subcontracting Plan goals have changed.
Section L, page 157 item 7	page 157 item 7	Narrative Cost Detail – OA/CTS – CTS Revised to add incentive fee.

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) D. E. SCOTT, 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

Performance ranges may fluctuate from year to year based on performance history for the preceding year. The contractor's performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

Under the terms of this contract fixed and incentive fees for Center Operations shall be as follows:

Contract Year	Base Fixed Fee	Minimum Incentive Fee	Average Incentive Fee (Invoicing Level)	Maximum Incentive Fee	Maximum Performance Excellence Bonus
1	\$	\$0	\$	\$	\$
2	\$	\$0	\$	\$	\$
3	\$	\$0	\$	\$	\$
4	\$	\$0	\$	\$	\$
5	\$	\$0	\$	\$	\$

Fixed fees for Outreach/Admissions shall be as follows:

OUTREACH/ADMISSIONS	
Contract Year	Base Fixed Fee
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0

Fixed and incentive fees for Career Transition Services shall be as follows:

Contract Year	Base Fixed Fee	Minimum Incentive Fee	Average Incentive Fee (Invoicing Level)	Maximum Incentive Fee	Maximum Performance Excellence Bonus
1	\$	\$0	\$	\$	\$
2	\$	\$0	\$	\$	\$
3	\$	\$0	\$	\$	\$
4	\$	\$0	\$	\$	\$
5	\$	\$0	\$	\$	\$

I.5 52.244-2—Subcontracts Alternate II (AUG 1998)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(e) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(f) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(g) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____ Professional Health Services _____

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations

Attachment J-4 (page 1 of 3)

Financial Display by Year (ETA 2110 format)	1ST BASE YEAR		2ND BASE YEAR		TOTAL	
	SY	TOTAL	SY	TOTAL	SY	TOTAL
01 Academic Personnel Exp						
02 Other Academic Exp						
03 Voc Personnel Exp						
04 Other Voc Exp						
05 Social Skills Personnel Exp						
06 Other Social Skills Exp						
07 Food						
08 Clothing						
09 Support Ser Personnel Exp						
10 Other Support Ser Exp						
11 Medical Personnel Exp						
12 Other Medical Exp						
13 Child Care Personnel Exp						
14 Other Child Care Exp						
15 Admin Personnel Exp						
16 Other Admin Exp						
17 Indirect Admin Exp						
18 Facil Maint Personnel Exp						
19 Other Facil Maint Exp						
20 Security Personnel Exp						
21 Other Security Exp						
22 Communications						
23 Utilities and Fuel						
24 Facilities Lease Cost						
25 Insurance						
26 Motor Vehicle Expense						
27 Travel and Training						
28 Contractor's Base Fixed Fee						
29 Contractor's Incentive Fee						
30 Net Center Operations Expense						

Financial Display by Year (ETA 2110 format)	1ST OY		2ND OY		3RD OY		TOTAL 5-YR CONTRACT	
	SY	TOTAL	SY	TOTAL	SY	TOTAL	SY	TOTAL
01 Academic Personnel Exp								
02 Other Academic Exp								
03 Voc Personnel Exp								
04 Other Voc Exp								
05 Social Skills Personnel Exp								
06 Other Social Skills Exp								
07 Food								
08 Clothing								
09 Support Ser Personnel Exp								
10 Other Support Ser Exp								
11 Medical Personnel Exp								
12 Other Medical Exp								
13 Child Care Personnel Exp								
14 Other Child Care Exp								
15 Admin Personnel Exp								
16 Other Admin Exp								
17 Indirect Admin Exp								
18 Facil Maint Personnel Exp								
19 Other Facil Maint Exp								
20 Security Personnel Exp								
21 Other Security Exp								
22 Communications								
23 Utilities and Fuel								
24 Facilities Lease Cost								
25 Insurance								
26 Motor Vehicle Expense								
27 Travel and Training								
28 Contractor's Base Fixed Fee								
29 Contractor's Incentive Fee								
30 Net Center Operations Expense								

Financial Display by Year (ETA 2110 OA/CTS format)	1 st YEAR	2 nd YEAR	TOTAL BASE	1 st OPTION	2 nd OPTION	3 rd OPTION	TOTAL 5-Year CONTRACT
OUTREACH/ADMISSIONS							
01 O/A Personnel Expense							
02 Staff Travel/Training Expense							
03 GSA Vehicle Rental Expense							
04 Facilities Expense							
05 Equipment Expense							
06 Media/Advertising Expense							
07 Indirect Administrative Expense							
08 Contractor Fee							
09 Other Expense							
10 TOTAL O/A EXPENSE (Lines 01-09)							
CAREER TRANSITION SERVICES							
11 CTS Personnel Expense							
12 Staff Travel/Training Expense							
13 GSA Rental Expense							
14 Facilities Expense							
15 Equipment Expense							
16 Media/Advertising Expense							
17 Indirect Administrative Expense							
18 Contractor's Fixed Fee							
19 Contractor's Incentive Fee							
20 Other Expense							
21 TOTAL CTS EXPENSE							
22 TOTAL OA/CTS EXPENSE							

Subcontracting Plan (Does not apply to Small Businesses)

Submit a subcontracting plan prepared in accordance with Clause 52.219.9. The plan shall cover the base 2-year contract period, and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business (includes 8(a) businesses), 3) women-owned small business, 4) veteran owned small businesses (includes service disabled veteran owned small businesses), 5) service disabled veteran owned small businesses, and 6) HUBZone concerns.

For purposes of this procurement, the NAICS Code is 611519 Offerors are considered small businesses if their annual sales or receipts for the preceding three (3) years do not exceed \$30 million.

The contractor shall determine the dollar value of services to be subcontracted. Of that amount, the contractor must, at a minimum, award subcontracts so as to achieve the following goals:

Small Businesses	23%
Small Disadvantaged Businesses	5%
Women-owned Small Businesses	5%
HUBZone Small Businesses	3%
Veteran Owned Small Businesses	3%
Service Disabled Veteran Owned Small Businesses	3%

It should be noted that a subcontractor may satisfy requirements in one or more of the categories listed above.

The plan shall address all aspects of 52.219, and shall include goals, expressed in terms of percentages of total planned subcontracting dollars and total dollars to be subcontracted.

For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, coordination, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Business Management Proposal. This should also include any costs associated with oversight of the sub-contractual relationship.

Small Businesses should note that while a subcontracting plan is not required it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.

Narrative Cost Detail – OA/CTS (if applicable)

- (a) An ETA 2110 OA/CTS Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 OA/CTS for two base years and three option years.
- (b) A narrative justification for each line item of the ETA 2110 OA/CTS for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, and other costs outlined on the ETA 2110 OA/CTS were determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals.

Include the backup data to support the type of labor and estimated numbers of staff within each labor category.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title, which should equal col 2 x col 4 + col 2 x col 5.

For Outreach/Admissions, the contractor shall propose a fixed fee.

For Career Transition Services, the contractor shall propose a fee consisting of a base fixed fee and an incentive fee. The base fixed fee shall not exceed 3.6% of total direct and indirect costs. The incentive fee shall be proposed at a level equal to 1.2% of total direct and indirect costs (the level that will be used for invoicing purposes.) It is understood that the incentive fee range shall be from \$0 to 2.4% of total direct and indirect costs. In addition, the contractor will have the opportunity to earn a Performance Excellence Bonus in accordance with Job Corps' Incentive Fee plan. However, the Performance Excellence Bonus should not be included in the offeror's cost proposal, but will be identified in the resultant contract. At the end of the contract year, the contractor's performance shall be evaluated and incentive fee paid in accordance with Section G.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- Has the subcontractor submitted a cost proposal?
- Will the subcontractor be able to start performance at the beginning of the contract period?
- What is the total cost of each subcontract?
- What experience does the subcontractor have in this technical area?
- What services (skills) shall the subcontractor provide?

8. Option Extension Information – OA/CTS

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for three 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions and career transition services program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be 2.1%.

The facility shall be provided as Government-furnished property at no cost to the contractor.

9. The offeror shall complete the following items in Section G of the RFP and provide the information on diskette or CD:

- G.1 A – Estimated Cost, Fixed Fee and Incentive Fee table
- G.1 C1 – Payment and Payment Due Date, the fee table
- G.4 – Option to Extend the Term of the Contract, the Estimated Cost, Fixed Fee and Incentive Fee table for option years
- G.7 – Liquidated Damages for Placements found to be invalid, Enter the proposed per placement amount.

