

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 of 11
2. AMENDMENT/MODIFICATION NO. 01	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 MONTGOMERY JOB CORPS CENTER FOR CENTER OPERATIONS, AND CAREER TRANSITION SERVICES			9A. AMENDMENT OF SOLICITATION NO. 940180000	9B. DATED (SEE ITEM 11) June 17, 2002
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 13)
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)

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 **N/A** 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 is issued to amend the RFP, provide potential offerors the questions and responses and other pertinent information from the Pre-Proposal conference held June 7, 2002. All potential offerors not in attendance at the Pre-proposal conference who require copies of the attachments, or diskette to this amendment must request this information in writing to the contracting officer.

<u>Remove</u>	<u>Replace</u>	<u>Comments</u>
Section C, page 4	page 4	Incentive Fee lines were added.
Section C, page 13	page 13	The number of slots for the Painter Trade were corrected.
Section C, page 16	page 16	Reimbursement for placements found to be invalid modified.
Section G, page 27	page 27	3 <sup>rd</sup> Paragraph added regarding reimbursement for Invalid placements.
Section L, page 140	page 140	Type of contract amended.
Section L, page 144	page 144	Part 3 in table was admended.
Section L, page 150	page 150	Orals will begin on July 29, 2002
Section L, page 154	page 154	Per placement reimbursement added.
Section M, page 165	page 165	Paragraph 5, item b amended.

A revised JC Staff compensation Report Data sheet diskette is included which reflects the revised Targeted Salary recommendations based on the inflationary constraint of 2.1%.

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

Montgomery Job Corps Center for Center Operations, and Career Transition Services

2. The government brought the following to the attention of the attendees:

- The Region is not looking for the lowest bid, but the best value to operate this center.
- Please refer to the RFP for the exact format needed for submitting proposals.
- Please include your DUNS number in your proposal as required.
- It was noted that the Fire alarm system is being worked on throughout the center by ADT.
- No pictures of students are allowed, and offerors should keep disruptions in classrooms at a minimum.
- The National JC Staff Compensation Report Data spreadsheet was provided on diskette and provided to each offeror.

Questions

1	The ROCCO Study required an annual 4.0 percent increase. If the overall annual escalation capped at 2.2 percent, then there can be no escalation for any other cost in the proposal, as salaries account for the largest portion of the total costs. Please clarify	While the ROCCO study has recommended an annual increase of 4% Job Corps will only receive an increase of 2.1% for inflation. Offeror's will use a 2.1% inflationary constraint for calculating costs.
2	Attachment J-5, Staffing Chart for Career Transition Services (CTS) is separate from the Staffing Chart for Center Operations. If the CTS staff members are included in the Centers organization chart, how do you want us to account/outline the FTE's of CTS in the Staffing Chart?	The offeror should complete a separate staffing chart for CTS staff and in the Center's organizational chart the offeror should asterisk these FTE's and provide a footnote on the chart. It would be helpful to the government to see the entire organization on one chart.
3	Section L.5, Submission of Proposals, A. General, Page 144, Part 3, Staff Resource Proposal and Staffing Chart, under format, will the written section of the proposal be included in the diskette or CD-ROM or just the Staffing Chart?	The offerors will provide only the forms required for each Attachment. J-5 staffing chart and J-6 Staff Resources. No narrative of the forms is required on diskette of CD-ROM.
4	The Oral presentations are planned during the week of July 22, 2002, The annual Alpha Conference attended by Regional staff, contractors and Center Directors is scheduled the same week. Can the oral presentation for the Technical Proposal be schedule during the week of July 29, 2002?	The orals wil begin Monday, July 29, 2002.
5	How much money will the Federal government plan to spend on enhancements?	Enhancement funding for this program year has been provided to the center. Currently there are no designated enhancement funds for next program year.
6	Is there a Capital improvement plan for a new facility?	Facility upgrade is provided on as needed basis.
7	How is the issue of liability insurance treated? What are the limits?	Students enrolled in Job Corps are considered Federal employees and are covered by the Federal government for accidents while on center property on in the care of the center. Offerors are required to carry liability insurance as required by law for their employees and sub-contractors. The government is self-insured for property.

ITEM	DESCRIPTION	ESTIMATED COST
001	Center Operations (Base period)	\$
	<b>Fixed Fee</b>	\$
	<b>Incentive Fee</b>	\$
002	Outreach and Admission Services (Base period)	\$
	Career Transition Services for the (Base period)	\$
	<b>Fixed Fee (OA/CTS)</b>	\$
	Center Operation (Option Year 1)	\$
	<b>Fixed Fee</b>	\$
	<b>Incentive Fee</b>	\$
	Outreach and Admissions (Option Year 1)	\$
	Career Transition Services (Option Year 1)	\$
	<b>Fixed Fee (OA/CTS)</b>	\$
	Center Operation, (Option Year 2)	\$
	<b>Fixed Fee</b>	
	<b>Incentive Fee</b>	
	Outreach and Admissions, (Option Year 2)	\$
	Career Transition Services, (Option Year 2)	\$
	<b>Fixed Fee (OA/CTS)</b>	\$
	Center Operation, (Option Year 3)	\$
	<b>Fixed Fee</b>	
	<b>Incentive Fee</b>	
	Outreach and Admissions, (Option Year 3)	\$
	Career Transition Services, (Option Year 3)	\$
	<b>Fixed Fee (OA/CTS)</b>	\$

The following vocational programs shall be offered at the center:

Vocational Offerings	Training Slots	
	On Center	Off Center
Clerical	30	
Facility Maintenance	24	
Painter	20	
Carpentry	24	
Electrician	24	
Legal Secretary	30	
Health Occupations	60	
Medical Assistant	30	
Heating/Air Conditioning	24	
<b>Advanced Career Training/Off Center Training (OCT) and Advance Training (AT)</b>		34 (full time)
<b>TOTALS</b>	<b>266</b>	<b>34</b>

14. **Advanced Career Training (is X is not \_\_\_ applicable to this contract):** The contractor shall provide advanced career training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program shall meet all the requirements of PRH, 3.14.
15. **Employability Skills Training:** The contractor shall ensure that the practice of skills that make students employable is fully integrated into all aspects of training and that students acquire the skills, knowledge, and attitudes that shall make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 3.15.
16. **Information Technology:** The contractor shall provide students with instruction and practice in applied information technology, computer-based learning, and business-related technology. Specific skills and knowledge

Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH, 4.1.

2. **Eligibility for Services:** The contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by the PRH 4.2.
3. **Career Transition Services for Graduates:** The contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout CTS service period to ensure that the graduate remains connected to the labor market following separation. The contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.
4. **Career Transition Services for Former Enrollees:** The contractor shall maintain contact with eligible separated former enrollees during the service period until initial placement to identify job leads and provide referrals, as specified in PRH 4.4.
5. **Documentation, Reporting and Verification:** The contractor shall establish a uniform system for documenting, verifying and reporting Career Transition Services, using the criteria in PRH, 4.5.

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the government in an amount set forth in Section G of this contract.

#### E. Management

The contractor shall provide direction, management and administrative support to all functions and activities of the center. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

## SECTION G. CONTRACT ADMINISTRATION DATA

### G.1 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II (\$150,000 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of **\$150,000**. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the government in an amount of \$ \_\_\_\_\_ per placement.

The amount for which the contractor shall be reimbursed for construction and rehabilitation of Center facilities is given in Part A below. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

The amount to be reimbursed to the contractor for purchased accountable property and the fixed day/month GSA rental charge exclusive of the GSA mileage charge and exclusive of excess personal property (as defined in the DOL Property Handbook for ET contractors, including revisions and amendments thereto), is given in Parts A and B below. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

The contractor agrees that the costs generated under rehabilitation and equipment shall be maintained in a separate accounting classification to be entitled "Center Facilities and Equipment Accounts," as outlined in PRH, Chapter 5 and Appendix 502.

The Government and the contractor recognize that the estimated costs provided for in each of the two years of the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action shall take place after the completion of the designated period and the adjustment shall be applied to the total current estimated value of the contract.

**SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L.1 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Cost Plus Incentive Fee (Center Operations) and Cost Plus Fixed Fee (Career Transition Services) contract** resulting from this solicitation.

**L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with the quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

- [www.arnet.gov/far/fac](http://www.arnet.gov/far/fac)
- [www.far.npr.gov](http://www.far.npr.gov)
- [www.gsa.gov/forms/far](http://www.gsa.gov/forms/far)

**Federal Acquisition Regulation (48 CFR Chapter 1)  
Solicitation Provisions**

PROVISION	DATE	TITLE
52.204-6	(Jun-99)	Data Universal Numbering Systems (DUNS) Number
52.214-7	(Nov-99)	Late Submissions, Modifications, and Withdrawals of Bids
52.215-1	(Feb-00)	Instructions to Offerors – Competitive
52.215-20	(Oct-97)	Requirements for Cost or Pricing Data of Information Other Than Cost or Pricing Data

The offeror shall submit cost and pricing data and supporting attachments prepared in the format outlined in Attachment J-1 of this solicitation.

52.222-24	(Feb-99)	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-1	(Apr-84)	Site Visit
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

Part	Section	Format	Page Limit	Copies
Part 1	Transmittal Letter	Written	N/A	1
Part 2	Technical Proposal	Oral Presentation	N/A	N/A
Part 3	Staff Resource Proposal and Staffing Chart	Written and submit the forms in <b>Attachments J-5 and J-6 on</b>	25	6

		a 3/4" diskette or CD-ROM		
Part 4	Past Performance and Experience	Written	5	3
Part 5	Subcontracting Plan	Written	No Limit	3
Part 6	Cost Justification – Business Management Proposal	Written, and the 2110's should also be submitted on 3/4" diskette or CD-ROM	No Limit	2
Part 8	Transition/Phase-Out Proposal	Written	No Limit	2

**Written sections shall be separately bound and submitted in the format and in the number of copies indicated in the Specific Instructions, below. Written sections of the proposal shall be submitted as follows:**

- a. Each page shall be 8 1/2 X 11", with at least 1" margins on all sides.
- b. Type size 12 pitch or larger.
- c. Pages shall be consecutively numbered within each section.
- d. Title pages, tables of contents, and section dividers shall not be included in page totals.
- e. Pages in two column formats may be used.
- f. Pages submitted in excess of the limits prescribed will not be evaluated but will be returned to the offeror.
- g. The 25 page limitation applies to the initial staff resources proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission. For proposals received exceeding the 25 page limitation, all pages in excess of 25 will not be considered and will be returned to the offeror.

Offerors are requested to provide ETA from 2110(s), proposed staffing chart and the Staff Resources Forms attachment (J-6) on a 3/4" diskette or CD-ROM, in a format compatible with Word 2000.

Unnecessary elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentation are neither necessary nor wanted. Additionally copies of Job Corps provided materials, job descriptions for each position (*unless specifically requested*), copies of newsletters or magazines copies of certificates or

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(2) Scheduling

Within two (2) days after receipt of proposals, each offeror will be provided a date, time and location for their oral presentation to be given to the Government.

The order in which offerors will make their presentations will be determined by drawing of lots after receipt of the proposals. Once notified, the offeror must make its presentation at the required date and time. Requests to be rescheduled will not be entertained unless exigencies make the attendance of the offeror virtually impossible. The Government retains the sole right to reschedule presentations. The anticipated date for oral presentations will **begin July 29, 2002.**

(3) Offeror's Presentation Team

Only members of the offeror's staff and any staff proposed to work on the contract by that offeror may participate in the presentation. Offerors are encouraged to make the proposed Center Director a part of the team. Offerors may have no more than seven (7) personnel on their presentation team.

(4) Time Allowed

It is the offeror's responsibility to comply with time guidelines. Extensions will not be available.

- (a) Presentation for Center operation, Outreach and Admissions and Career Transition Services. Each offeror will have a maximum of **3 hours and 20 minutes**, which includes two 10-minute breaks, in which to make its presentation. The time limit will start upon the Government's direction to begin. After completion of the presentation, the Contracting Officer or designated panel member may ask questions of clarification for up to an additional 90 minutes.

(5) Clarification of Oral Presentation Points

After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for clarification by the offeror on any point which it feels was not adequately supported in the presentation. Any such interchange between the offeror and the Government is for clarification only, and will not constitute discussions. Answers to questions will be recorded and will be considered for evaluation purposes. The clarification time will not exceed 90 minutes.

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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.*

**2. Cost Justification - Business Management Proposal (BMP) (Original and 1 copy)**

a. Content:

Costs shall be mentioned only in the BMP (which will include OA and CTS - separately tabbed) and Transition/Phase-out proposals and nowhere else. **The offeror's Cost Justification shall consist of the following and in the order stated:** (Sample forms and attachments are shown in Section J)

a. Cost and Price Analysis Summary Form

- b. Certificate of Current Cost or Pricing Data
- c. Statement of Financial Capability (ETA 8554)
- d. An ETA 2110 Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col. 2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs.
- e. A narrative justification for each line item of the ETA 2110 for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals. Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. A justification of general and administrative costs shall be provided. Include the backup data to support the type of labor and estimated numbers of staff within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

***The contractor shall propose a per placement cost to be reimbursed to the government for any placement(s) found to be invalid. Rational and computations to support these costs shall be included***

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

Plans that do not meet mandated goals shall receive 0 points.

### 3. Cost Justification-Business Management Proposal (8 points)

The Cost Justification evaluation is a technical assessment of whether the costs proposed are fair and reasonable. In evaluating the Cost Justification, the government will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered.

The evaluation will include an analysis of the specific elements of the offeror's cost proposal to determine whether proposed cost elements:

- ❑ Reflect a clear understanding of contract requirements;
- ❑ Are realistic for the work to be performed; and
- ❑ Are consistent with the methods of performance and materials described in the offeror's technical proposal.
- ❑ Assure a reasonable and prudent expenditure of Federal funds in the performance of this contract.

A cost realism analysis shall be performed to determine the probable cost of performance for each offeror. The probable cost shall reflect the Government's best estimate of the cost of a contract that is most likely to result from the offeror's proposal. The government shall determine the probable cost by adjusting each offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the government's cost realism analysis.

In evaluating the Cost Proposal, the Government will take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, invalid placement reimbursement, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the center by corporate support staff. The Cost Justification proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.
- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., will be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees