

December 14, 2007

NOTICE TO ALL OFFERORS

REFERENCE: AMENDMENT NO. 2
DOL081RP20140

Additional information has been requested by prospective offerors and it has been determined by the Contracting Officer that this information is made available to all bidders. The closing date and time for the receipt of proposals is still January 16, 2008, 2:00 p.m. local time.

Keith A. Bond
KEITH A. BOND
Contracting Officer

Attachments

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

14

2. AMENDMENT/MODIFICATION NO.
00023. EFFECTIVE DATE
12-14-2007

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE

ETA

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-4655
Washington DC 20210

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NO.

DOL081RP20140

X

9B. DATED (SEE ITEM 11)
11/16/2007

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 0 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.
01-16-2008 2:00PM EST

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X) 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 0 copies to the issuing office.

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

(Please see Attachment)

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)

KEITH A BOND
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

14. Continuation page

A. The purpose of this amendment is to change the terms and conditions of the Request for Proposal (DOL081RP20140) in accordance with the following:

1. **Section I – CONTRACT CLAUSES** – is hereby amended to incorporate the following FAR clauses:

52.217-2 Cancellation Under Multi-year Contracts.

As prescribed in [17.109\(a\)](#), insert the following clause:

CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see [Subpart 15.4](#) of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

As prescribed in [22.1006\(c\)\(1\)](#), insert the following clause:

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, ([41 U.S.C. 351](#), *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall

promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

B. *RESPONSES TO TECHNICAL QUESTIONS*

1. Please clarify whether the small business goals on page L-10 for Small Disadvantaged (11%), WOSB (7%), HUB Zone (3%), Service Disabled Veteran Owned (3%) and Veteran Owned (3%) are as a percentage of the total contract value or the total subcontract value.

Answer: The small business goals for Small Disadvantaged (11%), WOSB (7%), HUB Zone (3%), Service Disabled Veteran Owned (3%) and Veteran Owned (3%) are 60% of the subcontract value, of which the total subcontract value is 25% of the primary contract.

2. On Page M3, the RFP suggests that there should be a Principal Investigator for each WIA program (Adult, Dislocated Worker, and Youth). May a single individual serve as PI for more than one program? If yes, would an PI representing more than one program need to be bid for 25% time for each program or would a lower percentage be acceptable reflecting the efficiencies of working on multiple programs together?

Answer: A single individual may serve as Principal Investigator (PI) for more than one program but the time commitment would be additive. For example, a single individual serving as the PI of the Adult and Youth programs would require a 50 percent time commitment. A single individual serving as the PI for all three program areas would require a 75 percent time commitment.

3. Instead of a Co-PI for each program, would it be acceptable to designate nationally known experts to serve as senior thought leaders and advisors to the evaluation team for their respective program?

Answer: No. Applicants must adhere to the staffing requirements as set out in the RFP.

4. The instructions for Past Performance references (page L2) indicate that these shall be submitted for 5 relevant contracts, completed during the last 3 years, of at least \$10 million in value. A review of large-scale social science

experiments suggests that this requirement could only be met by at most one or two firms and possibly none within the given time window. Would DOL consider reducing the dollar threshold to \$5 million within the past 5 years, or allow contractors to include large contracts that are currently underway but have completed major milestones.

Answer: Past Performance references shall be submitted for 5 relevant contracts, completed during the last 5 years, of at least \$5 million in value.

5. Please clarify the time requirements listed on pages C-7, L-4, L-11, and M-3. Specifically, on page L-4 the RFP states that the minimum time requirement for the PD is 30%, while other parts of the RFP refer to 50%. What is meant by "Task Leaders" and are there any requirements for them?

Answer: The time requirement for the Project Director is 50 percent. The reference to task leaders is an error. Please replace all references to task leaders with site monitors.

6. On page C-5, the RFP indicates that "The contractor shall assist ETA in recruiting LWIAs to participate in the WGSE." Please clarify ETA's role in recruitment.

Answer: ETA's role in recruiting LWIAs to participate in the WGSE may include, but not be limited to, publishing workforce investment system guidance requesting LWIA participation in the WGSE, conducting informational sessions about the WGSE at various stakeholder meetings, and direct Employment and Training Administration staff involvement in the recruitment process.

7. Under Section L.5 Past Performance, the RFP lists the requirements for the five relevant contracts or subcontracts on which to provide past performance information. One of the requirements is that the relevant contracts or subcontracts be completed during the past three (3) years and be at least 12 months in duration. Can projects still in process be included so long as they have been of at least 12 months in duration and are more than \$10 million in contract value?

Answer: Yes.

8. In the discussion of past performance (pages L-2 and L-3), Attachment J.7 is referenced on page L-2 and Attachment J.8 is referenced on page L-3, point C. Is the reference to Attachment J.8 a typo, should it be Attachment J.7?

Answer: The RFP is correct. Section L.5 Past Performance references J.7 the attachment Past Performance Reference Information form, and J.8 references the attachment Past Performance Evaluation Questionnaire.

9. Task Leaders are listed as Key Personnel, with a 25 percent time requirement, in Sections C.6 and L.10 (Special Requirements) of the RFP. Yet they are not mentioned at all in Section M.2.B (Evaluation Criteria for Individual Staff Experience and Qualifications), which instead lists time

requirements for Site Monitors. Are Site Monitors the same as Task Leaders? If not, do both Site Monitors and Task Leaders have a 25 percent time requirement?

Answer: The reference to task leaders is an error. Please replace all references to task leaders with site monitors. Site monitors under the RFP have a 25 percent time requirement.

- 10.** Section M.2.B (Evaluation Criteria for Individual Staff Experience and Qualifications) stipulates the requirement that Site Monitors have a 25 percent time requirement. Almost all site monitoring will take place only as part of Phases II and III. Thus, should this 25 percent requirement be construed as pertaining only to the duration of these phases, or do Site Monitors need to have a 25 percent time requirement calculated over the entire life of the project?

Answer: In this RFP, time commitments are represented as over the entire life of the project.

- 11.** Section M.2.B requires that loading charts be provided, showing the percentage of hours "for each staff for the total duration of the project (based on a total of 10,400 hours)." The figure of 10,400 hours represents 2,080 hours per year for 5 years, which does not correspond to the evaluation's period of performance. Is this the correct basis DOL would like bidders to use in calculating time commitments? Is this the basis to be used in ensuring that the Project Director has a 50 percent time commitment?

Answer: M.2.B is corrected to show the change in number of hours from 10,400 hours to 14,560 hours representing 2,080 hours per year for 7 years for your loading chart. Yes, this is the correct basis DOL would like bidders to use in calculating time commitments. Yes, this basis to be used in ensuring that the Project Director has a 50 percent time commitment.

- 12.** Section L.7 Part 2 indicates that letters of intent should be provided "for each key personnel." Section M.2.B.6 indicates that letters of intent should be provided for "each professional personnel." Do letters of intent need to be provided for all professional personnel, or just those indicated as key personnel (as defined in Section L.10)?

Answer: Letters of intent should be provided for each professional personnel as outlined in M.2.B.6 "including employees, contractors or contingency hires (defined as person not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for the number of hours stated in the proposal."

13. Given the challenges of implementing an experimental design for in-school youth, does DOL intend that both in-school and out-of-school youth should be included in the evaluation, or just out-of-school youth?

Answer: DOL is seeking an evaluation of both the in-school and out-of-school youth program. Applicants are to determine innovative ways to accomplish this in a rigorous manner.

14. The solicitation warns against taking exception to the RFP. However, some of the contract clauses do not contain the appropriate alternates for our type of organization, which does research and development, but does not perform services. Can I assume that only clauses applicable to the type of organization, with the appropriate alternates, will be included in a resultant contract?

Answer: No

15. Section I-1 includes the clause 52.216-8 Fixed-Fee, but page B-1 of the solicitation states a cost reimbursement contract is contemplated. Can you clarify please?

Answer: This solicitation shall use contract type Cost plus Fixed Fee, which is a type of cost reimbursement contract.

16. As an educational institution, part of our mission requires the freedom to disseminate information without prior approval restrictions. Having the DOL review publications would be acceptable. Is it possible to modify the publication language in Section H.24?

Answer: No.

17. In Section M.2, Section B (Individual Staff Experience and Qualifications), #2, on page M-3 of the RFP, the solicitation is not clear as to the government's expectations regarding the number of Principal Investigators required for the project. The RFP states that, "*ETA will not allow more than three Principal Investigators,*" but it does not state that offeror must have 3 PIs. Please clarify whether offerors are required to have 3 PIs or whether fewer PIs are acceptable.

Answer: A principal investigator is required for the evaluation of each of the three funding streams under WIA (Adult, Dislocated Worker, Youth). A single individual may serve as Principal Investigator (PI) for more than one program but the time commitment would be additive. For example, a single individual serving as the PI of the Adult and Youth programs would require a 50 percent time commitment. A single individual serving as the PI for all three program areas would require a 75 percent time commitment.

18. In Section M.2, Section B (Individual Staff Experience and Qualifications), #3 and #4, on page M-3 of the RFP, the RFP references "*Site Monitors*" as being Key Personnel. However, in earlier sections of the RFP (Sections C.6, H.9, and L.10), the RFP references "*Task Leaders*" as Key Personnel, but does not

mention Site Monitors. Please clarify whether Site Monitors or Task Leaders are Key Personnel.

Answer: The reference to task leaders is an error. Please replace all references to task leaders with site monitors. Site monitors are key personnel under the RFP.

- 19.** If more than one PI is proposed, can the 25% time requirement be split among multiple PIs or must each PI be proposed for 25% over the 7 years of the project?

Answer: A principal investigator is required for the evaluation of each of the three funding streams under WIA (Adult, Dislocated Worker, Youth). Two individuals may serve as co-principal investigators for a single funding stream but the time proposed for both individuals must add up to 25 percent.

- 20.** Section H.1: With respect to line item designation, what does a line item refer to? Is it a contract line item or a cost element line item? Does the requirement apply to the total contract, each phase, or each year?

Answer: Prices or lump sum prices for separately identifiable contract deliverables, and associated delivery schedules or performance periods. Line items may be further subdivided or stratified for administrative purposes (e.g., to provide for traceable accounting classification citations). It is a contract line item. The requirement applies to the total contract.

- 21.** Section H.8: Does this printing/duplication requirement apply to all deliverables over the entire contract as whole or each individual deliverable?

Answer: In Section H.8, the printing /duplication requirement applies to all deliverables (see Section C.5) for the entire contract. Section H.8(1) states: "The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. The intent of this and other printing limitations is to eliminate duplication of final documents."

- 22.** Section L.9 states: "The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of total amount subcontracted are as follows: 25% of the total contract value is subcontracted to small businesses and of the amount subcontracted overall; at least 60% is to small businesses;" Please clarify the difference between the 25% and the 60% subcontracted to small business.

Answer: See response to question no. 1.