

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 5
3. EFFECTIVE DATE 12/3/2003
4. REQUISITION/PURCHASE REQ. NO. jlm 03-2989
5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Labor, ETA/OGCM
7. ADMINISTERED BY U.S. Department of Labor, ETA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
To all Offerors/Bidders
9A. AMENDMENT OF SOLICITATION NO. (X) RFP-DCS-03-43
9B. DATED (SEE ITEM 11) X 09-05-2003
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

**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 of 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.

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 copies to the issuing office.

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

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)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEITH A. BOND Contracting Officer
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
BY (Signature of Contracting Officer)

## CONTINUATION PAGE

**14. RESPONSES TO ADDITIONAL REQUESTS FOR CLARIFICATION**

1. Question: Can a subcontractor providing services to the prime contractor also provide the requisite leased office space and budget that office space as an ODC if the office space is leased from a third party?

Answer: Yes, a subcontractor can provide the requisite leased office space to the prime and budget that office space as an ODC if the office space is leased from a third party.

2. Question: Is there a length of time that a prime contractor must have had the required \$1,000,000.00 in cash, credit, or combination available?

Answer: No, there is no length of time that the prime must have had the required \$1 million. Offerors are required to show proof at the time of proposal submission that they have the \$1 million line of credit or cash available.

3. Question: How do we get a Million Dollars up front? Do you have any suggestion?

Answer: The manner in which an offeror obtains the \$1 million line of credit or cash reserve is the business decision of the offeror. The RFP requires that the offeror have proof at the time of proposal submission that they possess the \$1 million line of credit or cash available. Possible solutions to this requirement include verification from a recognized financial institution that the offeror has a \$1 million line of credit contingent upon award of the contract.