

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE 1 OF PAGES 6
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2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE January 25, 2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, NW Room N-4472 Washington DC 20210	CODE ETA	7. ADMINISTERED BY (If other than Item 6)  CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NO. DOL041RP00034
	X	9B. DATED (SEE ITEM 11) 12-14-2004
		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. 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. 2 p.m. EST 2/15/2005

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

**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.)  
(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  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

January 25, 2005

NOTICE TO ALL OFFERORS

REFERENCE:           AMENDMENT NO. 4  
                          RFP DOL041RP00034

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 and tenders has been extended to a new expiration date of February 15, 2005, by 2:00 p.m. local time.

Keith A. Bond

KEITH A. BOND  
Contracting Officer

Attachment(s)

**RESPONSES TO TECHNICAL QUESTIONS**

1. The solicitation contains neither FAR clause 52.222-43 nor 52.222-44. The absence of these clauses requires the in-house Agency to escalate all labor through all periods regardless of the FLSA determination on the position description (OMB Circular A-76, Attachment C, paragraph B.2.k, page C-11). This places the in-house Agency at a disadvantage vis-à-vis private sector offerors who would normally bid service contract rates and not inflate them. To level the field either insert one of the FAR clauses or require ALL offerors to inflate labor through all periods.
  - a. FAR clauses 52.222-43 and 52.222-44 are hereby incorporated into the solicitation. Please see attached.
  
2. Item 001AA of the Bid Schedule states, "Transition Period: The contractor shall perform Accounting Services as described in the Performance Work Statement (PWS), Section C of the solicitation. The Transition Period is April 1, 2005 to June 30, 2005." This implies that offerors are responsible for full performance during the Transition Period. This is not typically true of A-76 competitions. Please clarify.
  - a. The SP shall perform accounting services to ensure "a smooth transition from award to full operational status" as called for in paragraph C.1.5.9.1. Paragraph C.1.5.9.2 clearly states that the Phase-In Period "allows SP personnel to familiarize themselves with site equipment...receive on-the-job-training in standard procedures for performing the tasks described in this PWS, and conduct inventories,..." inter alia. Paragraph C.1.5.9.2 goes on to state that "At the completion of the phase-in period, the SP shall be at full performance capability."
  
3. The Transition Period is not a separate bid line item. OMB Circular A-76 requires a Transition Period, that it be defined as such in COMPARE, and requires that it be separately priced by the in-house Agency. Please clarify how you wish the in-house Agency to handle this issue.
  - a. In response to CLIN 001AA, the Bid Schedule is revised to require offerors to separately price the 90 day transition period. This will satisfy the requirement for COMPARE. CLIN 001AB (9 months of performance) will remain the base period and be separately priced.
  
4. Item 001AC of the Bid Schedule lists Travel at \$10,000, calling it a "wash cost". Is this to be treated as a "ceiling cost" (i.e. plug number, not inflated)? Additionally, the base performance period is only nine months. Should not the amount on this line be \$7,500 (three quarters of \$10,000) with the option years at \$10,000?
  - a. Travel should be treated as a ceiling cost. The travel cost for the base performance period is \$7,500.
  
5. The Government is not able to arrange site visits at this time. Therefore, offerors are to contact Chari A. Magruder at [magruder.chari@dol.gov](mailto:magruder.chari@dol.gov) for a faxed transmittal of the Office of Financial and Administrative Services' floorplan.

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -  
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

(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 (c) 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.

**52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB 2002)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor 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 contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with -

(1) An increased or decreased wage determination applied to this contract by operation of law; or

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

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

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. 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 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.

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The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

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