

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE 1 OF PAGES 4
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2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 01-18-2005	4. REQUISITION/PURCHASE REQ. NO. <i>dw</i>	5. PROJECT NO. (If applicable)
6. ISSUED BY ETA Division of Contract Services U.S. Department of Labor/ETA/OGCM/DCS Room N-5425 200 Constitution Ave, NW Washington DC 20210		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NO. DOL051RP20011
	X	9B. DATED (SEE ITEM 11) 11-19-2004
		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. \*\* HOUR & DATE for Receipt of Offers is EXTENDED tN/A

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 18, 2005

NOTICE TO ALL OFFERORS

REFERENCE: AMENDMENT NO. 2  
DOL051RP20011

Additional information has been requested by prospective offerors and it has been determined by the Contracting Officer that this information be made available to all bidders. The closing date and time for the receipt of proposals is still January 28, 2005, 2:00 p.m. local time.

*Keith A. Bond*

KEITH A. BOND  
Contracting Officer

Attachment(s)

## 14. RESPONSES TO TECHNICAL QUESTIONS

1. Based on the responses to clarifications provided in Amendment 0001 please provide further clarification as follows:

The responses to questions 2, 13, 18 and 19 concerning personnel and letters of intent is very problematic. Clearly, the government desires to retain the existing experienced staff, i.e. the highest weight factor (35 points) is tied to "Individual Staff Experience and Qualifications." Moreover, the response to question 19, although unusual, indicated that offerors could contact the incumbent concerning future possible employment opportunities for the current project staff. Anyone who followed that advice from the government was disappointed because it not only crosses the line of corporate sovereignty of another government company but I suspect that it has proprietary implications concerning the incumbent's bidding posture, and a company's requirement to protect its employees. It also fringes on crossing the line of personal versus professional services on the part of the government. The point of all this is that the government and any successful offeror both desire to retain the existing project staff, and anyone who does not bid these experienced personnel will lose 35 points. Since most offerors cannot obtain those letters of intent (unless the government further violates privacy act laws and provides the names to us) that puts everyone, with the exception of the incumbent's team, at a decided competitive disadvantage. Quite frankly, I suspect any offeror would need these experienced personnel to effectively operate this program. Based on the government's already stated preference, any existing staff would have the right of first refusal for employment anyway regardless of who else we proposed. Accordingly, the requirement for letters of intent for all personnel cannot be a realistic weighted factor for this requirement. The focus has to be on management, past performance with offerors providing their respective capabilities to retain quality personnel, i.e. management plan, benefits package, recruitment/staffing/retention plan. Letters of intent and resumes should only be relevant for the Project Manager, because even the Senior Property Coordinators are involved in the detailed performance of this requirement along side the Property Specialists. As the solicitation is currently written, the government is wasting the time and limited resources of many small disadvantaged businesses.

- a. The Government's response to Questions No. 13 and 18 of Amendment No. 1 remains unchanged.

The Government's response to Question No. 2 of Amendment No. 1 is hereby deleted and replaced with the following:

- a. This is a customer/buyer business decision.

The Government's response to Question No. 19 of Amendment No. 1 is hereby deleted and replaced with the following:

- a. This is a customer/buyer business decision.

2. We are in receipt of Amendment 1 to the above referenced solicitation and are requesting further clarification:

Section C.3, Task Order Number 4 states:

*"NOTE: The government will determine the amount of travel and the required transportation funds necessary to accomplish the task orders listed above. The travel budget is pre-determined by the sponsoring*

*agency. Associated travel dollars will be added to the overall contractual amount of the contract award."*

However, Amendment 1 Q # 21 - "Should travel cost be included in the business proposal" Answer "Yes".

- a. The Government's response to Questions No. 21 of Amendment No. 1 remains unchanged.