

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE See Item 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO.(If applicable)
6. ISSUED BY U.S. Department of Labor/ETA/OCM Division of Job Corps Procurement, Philadelphia 170 S. Independence Mall W Ste. 815E Philadelphia, PA 19106		CODE 1630	7. ADMINISTERED BY (If other than Item 6)		CODE 1630	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>TO ALL BIDDERS DETERMINED TO BE WITHIN THE COMPETITIVE RANGE FOR OPERATION OF THE EARLE C. CLEMENTS JOB CORPS CENTER</b>			9A. AMENDMENT OF SOLICITATION NO. <b>DOLJ13PA20010</b>			
			9B. DATED (SEE ITEM 11) February 19, 2013			
			10A. MODIFICATION OF CONTRACT/ORDER NO.			
			10B. DATED (SEE ITEM 13)			
CODE 1631		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 <u>1</u> 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. <b>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.</b> 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. <b>May 19, 2017 at 2:00pm Eastern Time.</b>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
(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)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The purpose of this amendment is to update the Section M Cost/Price Analysis section of the Solicitation to the current cost/price analysis evaluation process utilized by the Employment and Training Administration; and to incorporate DOL specific clauses in Section H.</p> <p>Due to this solicitation amendment, <b>ONLY</b> Revised Cost Proposals will be accepted from all offerors that were determined to be in the competitive range for this requirement.</p> <p>The hour and date specified for receipt of revised cost proposals is May 19, 2017 by 2:00pm ET.</p> <p>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.</p>						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			Nathan A. Quinn Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY <u>Nathan A. Quinn</u>		5/8/17
				(Signature of Contracting Officer)		

DOLJ13PA20010  
Operation of the Earle C. Clements Job Corps Center  
Amendment No. 9

Section M.1, Factor 3, Part 3.1 Cost Section of the RFP is hereby deleted and replaced with the following:

**Cost/Price Analysis**

In accordance with FAR 15.404-1, the Government will conduct a cost/price analysis to assess whether the contract price proposed is fair and reasonable.

In accordance with FAR 15.404-1(d), as a part of its cost analysis, the Government will perform a Cost Realism Analysis (CRA) on specific and significant cost categories proposed on the Form 2110 by the Offeror to determine a Probable Cost (PC) of performing the contract using the offeror's proposed approach. The PC may differ from the proposed cost and shall be used for purposes of the evaluation to determine the "Best Value" proposal.

To foster competition and create more of a level field, please note that the Government will not evaluate transition in or transition out in evaluated cost/price.

The Government will also review the offeror's responses and documentation provided in response to Section L.6(I)(4)(a) Business Management Data, to ensure that the offeror has adequate cost controls, financial capability, lines of credit, and is licensed in the state in which the center is located. Failure of the offeror to comply with these areas may result in the offeror not being eligible for award.

End of Section M update.

The following clauses are hereby incorporated into Section H:

**H.30 INCENTIVES**

The contractor shall provide annual incentives to center staff including those occupying professional occupations in Paragraph H6. The contractor shall include what specific positions will be eligible for an incentive payment, the total amount of the potential incentive, and the timetable for such payment. Incentives that are charged to the contract shall not exceed one percent (1%) of total gross wages of center staff including those occupying professional positions in Paragraph H6 and shall not exceed \$5,000 per individual.

**H.31 REIMBURSEMENT OF TRAINING COSTS**

The Government may reimburse direct costs under the subject contract for staff training that is unique to, and directly benefits, the Job Corps Program. Training initiated or hosted by the Government where contractor attendance is required may also be reimbursed as a direct cost under the contract. However, costs incurred by a contractor for staff training, including but not limited to, the maintenance of staff skills and qualifications, may be included in the contractor's indirect cost pool, if reasonable, allowable, allocable, and approved by the contractor's Federal cognizant agency.

The contractor must receive prior written approval by the Contracting Officer for all staff training for which a contractor seeks reimbursement as a direct cost. The contractor assumes the risk that its training costs will be disallowed by DOL for failure to obtain prior written approval from the Contracting Officer. In the event of a

DOLJ13PA20010  
Operation of the Earle C. Clements Job Corps Center  
Amendment No. 9

conflict, this clause supersedes and takes precedence over any provisions contained in the PRH as well as the contractor's proposal in connection with staff training.

End of Section H update.