

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 17-Aug-2004	4. REQUISITION/PURCHASE REQ. NO. W16ROE-4084-7113	5. PROJECT NO.(If applicable)	
6. ISSUED BY US ENGINEER DISTRICT, NEW YORK US ARMY CORPS OF ENG, NYD NEW YORK NY 10278	CODE W912DS	7. ADMINISTERED BY (If other than item 6) EQUAL EMPLOYMENT OFC 26 FEDERAL PLAZA ROOM 1849 NEW YORK NY 10278		CODE E300100
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912DS-04-R-0014
			X	9B. DATED (SEE ITEM 11) 11-Aug-2004
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	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 Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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. 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) The purpose of this amendment 0001 to solicitation W912DS-04-R-0014 is as follows to provide clarifications to the solicitation as follows: Section C-Statement of Work, and Section M-Evaluation Factors for Award, are deleted in its entirety and replaced with the Section C and Section M on the following pages.. As a result of this amendment, the due date of proposals remains unchanged.				
NOTE: Offerors 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: In the space provided on the SF 1442, by separate letter, by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE OFFER, LATE MODIFICATIONS OF OFFERS, OR LATE WITHDRAWAL OF OFFERS RULE. All other terms and conditions remain unchanged and in full force and effect.				
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)	
			TEL: _____ EMAIL: _____	
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)		17-Aug-2004

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK:

**Introduction:** The U.S. Army Corps of Engineers is seeking employee assistance services (EAP) for 1130 federal employees in the metropolitan New York area. Employees are located in the following areas (downtown Manhattan, Brooklyn, New Jersey, Westchester County & Upstate New York).

This is a solicitation for commercial services. This solicitation is a 100% small business set-aside, the size standard of which is \$5.0 million in average annual receipts calculated over the last three years with the applicable NAICS 813319, SIC code 8399. A firm fixed price contract is contemplated with a base period of one year from date of award with option to extend for four (4) additional one-year periods.

**Clinical Services:** Individual counseling to employees and their immediate family members on a host of personal and job related matters. Problem areas will include, but are not limited to, alcohol/drug abuse, trauma, mental illness, relationship/family conflicts, financial, stress, and job problems. The Contractor will provide crisis intervention, assessment, information and referral, short-term counseling, and follow-up monitoring. Clinical services shall include diagnostic evaluations, treatment planning, short-term counseling, trauma debriefings, referrals, monitoring, and follow-up services to clients as clinically indicated. The Contractor shall maintain a 5% utilization rate for traditional EAP counseling services with an average of 5 sessions per client. The program utilization rate is determined by dividing the number of clients who have been clinically serviced by the program by the total number of eligible employees. Counseling will be primarily face-to-face for a maximum of six sessions. If additional counseling is necessary a referral to a community facility will be provided. In situations where it is determined the problem can be remedied within the short-term modality; the employee will be seen at the EAP for the full six sessions, with no community referral being necessary. The full six sessions may also be utilized to motivate an employee to accept a referral to needed treatment. The Contractor will maintain a listing of appropriate local referral sources. The Contractor will contact the employee 14 days after the referral is given to ascertain its appropriateness. The Contractor will have a quality assurance plan in place to assure only the highest quality referrals are utilized. The Contractor will monitor cases in which an employee accepts treatment as part of a formal settlement agreement. This could extend to one to two years, depending on the case.

Employees will be considered on official duty status while at the EAP and will be given 45 minutes for the counseling session plus travel time. Contractor Facilities must be available for employees who wish to attend counseling on their own time or after regular business hours. The contractor must have a 24-hour emergency telephone answering system. Counseling staff must be available in person to employees, as a minimum between the hours of 8:00 A.M. To 5:30 P.M. EST, Monday through Friday. The contractor shall observe the same holidays as the Federal agencies serviced. If any primary staff member is unavailable due to vacation, conferences, and so forth, a qualified substitute must be provided.

An employee's call should result in either immediately reaching an EAP counselor or staff member or a call back the same day. In no case should a call from an employee be returned later than the next business day. A scheduled appointment must be made within five calendar days, including weekends and holidays. Emergencies must be handled immediately, and may require the counselor to provide the needed services at any agency facility.

Note: Emergency CRISIS SERVICE number(s) are to be made available to employees for evening and weekend crisis situations. The contractor must have on-call counselors able to respond to requests for emergency assistance.

**Confidentiality:** The Contractor will assure the confidentiality of all information connected with an employee's use of the program in accordance with P.L. 98-24; 42CFR Part 2, "Confidentiality of "Alcohol an Drug Abuse Patient

Records," revised June 9, 1987, and the Privacy Act of 1974. Case files will be maintained on all employees seen in counseling and will be the property and responsibility of the Contractor. Case records will be maintained for at least three years after termination of the client case, or longer if required by state law.

**Training Services:** The Contractor shall be responsible for designing and implementing a training program, producing training materials, and scheduling training with the Army Corps of Engineers (USACE) EAP Project Officer. All training materials must be non-sexist and non-discriminatory in content and tone. Resumes of all proposed trainers will be included with the proposal, showing prior experience providing training for adult populations.

**Basic Supervisor Training:** A three hour training session for supervisors and other key personnel on how to deal with problem or troubled employees and how to utilize the EAP as part of this process. The workshop leader will be familiar with pertinent Federal regulations, such as the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA). A sufficient number of sessions will be offered, such that all supervisors, union officials, and personnel specialists receive this training at least every two years. Training classes will be limited to 25 participants. It is estimated that two such trainings will be required per year.

**Prevention of Workplace Violence:** A two-hour training will be provided to help managers identify the potentially violent employee and identify steps to defuse the situation. The EAP will be available to consult with agency executives in formulation of a policy and establishing an emergency response team. Limited to 25 participants and available to all supervisory, union, and other key employees as requested. An estimated two such trainings will be required per year.

**Drug-Free-Workplace:** A two hour drug awareness training will be provided that shows the interface of the EAP with Executive Order 12564. Included will be of drug use, treatment options, agency drug testing policy, consequences of a positive drug test, follow-up, and types of communication that can be held with the workplace supervisor. Management trainings will include a section on how to effectively confront the employee and refer him/her to the EAP and the type of monitoring and reports available. Limited to 25 participants and available to all employees as requested. An estimated 1 such training will be required per year.

**Conflict Resolution:** A three-hour training will be available for all staff to learn how to resolve conflict in a more effective manner and enhance the productivity of the workplace. Limited to 25 participants and available to all employees as requested. An estimated two such trainings will be required per year.

**Employee Orientation:** All non-supervisory employees will be eligible to receive one hour of training on the available services of the EAP, how counseling can assist with personal problems, and to answer questions from employees. This training will be available to all employees, in groups of no more than 25 participants. An estimated two Employee Orientation seminars will be required per year.

**Health Seminars:** One-hour workshops will be available to interested employees on topics such as Stress Management, Alcohol & Drug Abuse, Parenting Skills, Eldercare, and other family/life issues. At least ten sessions will be available per year.

**Management Consultation:** The EAP counselor will be available to consult with supervisors or managers on problem employees or situations as requested; within 24 hours for emergency & 48 hours for consultation.

**Promotion & Outreach:** The Contractor will be responsible for preparing and producing a quarterly newsletter (1 per employee), (approximately 1130), which contain articles or issues of concern such as stress mgmt., cholesterol, high blood pressure etc., for distribution by USACE.

Posters (1 per 100 employees) and brochures (1 per employee) will be distributed on an annual basis.

**STAFFING & PERSONNEL QUALIFICATIONS:** Counseling staff will have at least a Masters degree (MSW, MA), hold the New York State Alcoholism & Substance Abuse Counselor certificate (CASAC or its equivalent), and be a Certified Employee Assistance Professional (CEAP). This counselor will have at least 5 years of professional experience (NY, NJ, CONN.) to assure knowledge of local resources and treatment facilities of the five years experience at least 3 years experience in EAP. Must have knowledge of local area resources & treatment facilities. Staff selection should reflect the ethnic mix of employees in the area.

**Liability:** The Contractor will maintain malpractice coverage on any clinical staff involved in this contract and is solely responsible for all clinical recommendations. The contractor shall hold & save the Govt. free from damages due to the provision of counseling services in connection with Fed EAP, except for damages due to the fault or negligence of the Government.

**Reports:** The Contractor will provide an end of the year report on the number of employees utilizing the EAP during the year, types of problems and trends noted, and workshops and training sessions offered.

**Hours of Operation:** The Contractor will be available face to face, between the hours of 8:30am to 5:00pm EST Monday through Friday. After hours and emergency coverage will be provided as needed. Must be able to get to 26 Federal Plaza within 1 hour of notice or employee to EAP location within one hour and remote locations within two hours. Telephone response should be within 30 minutes. If call is received after midnight & 6 AM, it will be responded to by 8AM next morning.

**AWARD BASIS:** Each offeror must include the following information in their technical proposal:

1. **Technical Approach:** Planned program, including employee orientation sessions, training of supervisors and managers, program promotion and outreach efforts, counseling, case management, integration of EAP with the Federal Drug-Free Work Place Plan, case files and reports, and on-going collaboration with the Project Officer and agency personnel staff. Knowledge of and/or experience in EAP and workplace counseling concepts, policy and operations (this should be described for both the offeror as a corporate entity and for each of the proposed personnel). Knowledge of and use of existing area community treatment/rehabilitation resources. Methods of maintaining required confidentiality of client information and problems that may be encountered. Proposed methods of how employees, supervisors and/or managers are to contact EAP counseling staff; availability of office space and hours of operation.

2. **Staffing Approach & Qualifications:** Staff includes any proposed subcontractors. The experience/education criteria shown below should be described for each of the proposed personnel. a) Counseling experience with alcohol and drug dependent persons, as well as a wide range of oilier problems including health, financial, marital, mental/emotional, gambling, eating disorders, etc. b) Prior relevant education, training, and certifications. c) Plan for staffing the various counseling sites to be utilized by the contractor, including 24-hour coverage, in accordance with hours of operation, adequate staff, and evidence of liability insurance. d) Experience in conducting training classes for an adult population.

3. **Past Performance:** Offerors shall include a list of at least three contracts and/or subcontracts completed or currently in process. Offerors shall include the following information for each contract and/or subcontract: project or contract name, name and address of contracting activity, Project Officer name and telephone number, type of contract, period of performance, and brief description of scope of work. The counselor as well as the corporate entity (if different) will be evaluated on the above past performance requirements.

4. **Management:** The Contractor will demonstrate a plan for ensuring the quality of EAP services, including quality assurance checks, evaluation plans, and how corrective actions will be taken if necessary. The Contractor will demonstrate the ability to deliver or perform the requirements outlined in the Statement of Work by the proposed use of management and other personnel resources as evidenced by the plan for managing the day-to-day operation of the program. The Contractor will evidence suitable, accessible, and convenient proposed office space, including positive evidence of the availability of this space for example: normal office conditions, Air conditioning, Heat, Ventilation, Confidentiality.

## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

EVALUATION FACTORS FOR AWARD  
EVALUATION FACTORS FOR AWARD

## 1. BASIS OF AWARD (NEGOTIATED)

a. Reference: Evaluation of Options, FAR 52.217-5

b. Subject to the provisions contained herein, award will be made to a single offeror. Any award to be made will be based on the best overall proposal with appropriate consideration given to the evaluation factors stated below. No proposals will be accepted that do not contain the total amount of work specified in this solicitation. To be considered for award, proposals shall conform to all terms and condition contained in the RFP.

c. All proposals will be evaluated by a team of Government personnel to determine the extent to which each offeror demonstrates a clear understanding of the requirements of the RFP. The offeror shall submit a proposal that completely addresses all evaluation areas, specifically identifying how each proposed contractual requirement will be satisfied. The evaluation team will rate each proposal strictly in accordance with its content and will not presume that performance will include areas not specified in the offeror's written proposal.

d. Proposals which are unrealistic in terms of management, quality, technical or have unrealistic prices will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may be grounds for rejection of the proposal.

e. A competitive range may be established. Those offerors, whose proposals are not within the competitive range, will be notified that their proposals are unacceptable, negotiations with them are not contemplated, and any revision of their proposals will not be considered. Award will be made to the offeror whose offer will be most advantageous to the Government considering the evaluation factors stated below.

f. Discussions or negotiations may be conducted with all offerors in the competitive range in accordance with FAR 15.306. The Government reserves the right to award this project without discussions. Proposal Revisions, if any, will be evaluated against the same criteria, as were the initial offers. Management and technical submissions, which accompany proposal revisions, will require assessment of impact on cost.

g. Evaluation factors are listed below. Factors 2 and 3 are of equal importance. Factors 1 and 4 are less important than Factors 2 and 3, and are listed in descending order of importance.

## 2. EVALUATION FACTORS FOR AWARD

**AWARD BASIS:** The technical evaluation determines technical acceptability for this LPTA solicitation. However, the closer the technical scores, the more important price becomes a consideration. Each offeror must include the following information in their technical proposal:

**FACTORS 2 AND 3 ARE MORE IMPORTANT THAN FACTORS 1 AND 4, BUT ARE OF EQUAL IMPORTANCE WITH EACH OTHER. FACTORS 1 AND 4 LISTED ARE OF LESS IMPORTANCE THAN FACTORS 2 AND 3, HOWEVER, FACTOR 1 IS OF MORE IMPORTANCE THAN FACTOR 4:**

***FACTOR 1. Technical Approach:*** Planned program, including employee orientation sessions, training of supervisors and managers, program promotion and outreach efforts, counseling, case management, integration of EAP with the Federal Drug-Free Work Place Plan, case files and reports, and on-going collaboration with the Project Officer and agency personnel staff. Knowledge of and/or experience in EAP and workplace counseling concepts, policy and operations (this should be described for both the offeror as a corporate entity and for each of the proposed personnel). Knowledge of and use of existing area community treatment/rehabilitation resources. Methods of maintaining required confidentiality of client information and problems that may be encountered. Proposed methods of how employees, supervisors and/or managers are to contact EAP counseling staff; availability of office space and hours of operation.

***FACTOR 2. Staffing Approach & Qualifications:*** Staff includes any proposed subcontractors. The experience/education criteria shown below should be described for each of the proposed personnel. a) Counseling experience with alcohol and drug dependent persons, as well as a wide range of other problems including health, financial, marital, mental/emotional, gambling, eating disorders, etc. b) Prior relevant education, training, and certifications. c) Plan for staffing the various counseling sites to be utilized by the contractor, including 24-hour coverage, in accordance with hours of operation, adequate staff, and evidence of liability insurance. d) Experience in conducting training classes for an adult population. Reference: Page #4 of this amendment.

***FACTOR 3. Past Performance:*** Offerors shall include a list of at least three contracts, subcontracts, and/or equivalent staff experience completed or currently in process. Offerors shall include the following information for each contract, subcontract, and/or equivalent experience: project or contract name, name and address of the activity where the work was performed, Project Officer name and telephone number, type of contract (or type of business, if providing equivalent experience), period of performance, and brief description of scope of work. The counselor as well as the corporate entity (if different) will be evaluated on the above past performance requirements.

***FACTOR 4. Management:*** The Contractor will demonstrate a plan for ensuring the quality of EAP services, including quality assurance checks, evaluation plans, and how corrective actions will be taken if necessary. The Contractor will demonstrate the ability to deliver or perform the requirements outlined in the Statement of Work by the proposed use of management and other

personnel resources as evidenced by the plan for managing the day-to-day operation of the program. The Contractor will evidence suitable, accessible, and convenient proposed office space, including positive evidence of the availability of this space for example: normal office conditions, Air conditioning, Heat, Ventilation, Confidentiality.

### 3. SCORING GUIDELINES

#### I. SCORING GUIDELINES:

The evaluation committee will rate applicable evaluation factors using the chart and narrative as follows:

. Rating system is color-coded:

Proposal and Risk Rating

Color	Definition
Purple	Excellent in all respects: offers one or more significant advantages not offset by disadvantages: very good probability of success with overall low degrees of risk in meeting the Government's requirements.
Blue	High quality in most respects; offers one or more advantages not offset by disadvantages: very good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Green	Adequate quality; any advantages are offset by disadvantages; fair probability of success with moderate to high degree of risk in meeting the Government's requirements.
Yellow	Overall quality cannot be determined because of errors, omissions, or deficiencies, which are capable of being corrected without a major rewrite or revision of the proposal.
Red	A proposal which contains major errors, omissions, or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions can not be corrected without a major rewrite or revision of the proposal.

NOTE: White (Neutral) is to be used when no past performance is indicated.

An award will not be made to any offeror with a final evaluation of yellow or red in any of the four technical factors.

(End of Summary of Changes)