

TITLE: Job Corps Health Support

The Department of Labor, Employment & Training Administration (DOL/ETA), Office of Job Corps is soliciting proposals to select a contractor to provide technical assistance in fulfilling its planning and oversight responsibilities for the Job Corps Health and Wellness program. The contractor will also assist the National Office Staff in developing and articulating a prevention philosophy and case management approach in working with students and manage the Job Corps Health, and Job Corps Career Resource Center (JCCDRC) Web sites.

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation: Request for Proposal, Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT <http://www.doleta.gov/sga/rfp.cfm>

IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.

Solicitation Number:	DOL041RP10002
Issue Date:	08/26/2004
Due Date:	09/30/2004
Time:	2:00 p.m. EST
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Vera Montague
Phone:	202-693-3318
Fax:	202-693-3846
E-Mail:	montague.vera@dol.gov
Set Aside:	100% Small Business Set-Aside

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

Section B - Supplies or Services and Price/Costs
 Section C - Statement of Work
 Section F - Deliveries or Performance
 Section L - Instructions, Conditions, and Notices
 Section M - Evaluation Criteria

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DOL041RP10002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/26/2004	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, N.W. Room N-4472 Washington DC 20210			CODE ETA	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See Section I 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00 p.m. EST local time 09/30/2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Vera Montague	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3318		C. E-MAIL ADDRESS montague.vera@dol.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 202-693-3318		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY U.S. Department of Labor/ETA Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210		CODE ETA
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Title: "Job Corps Health Support"

The Department of Labor, Employment and Training Administration's (DOL/ETA), Office of Job Corps is soliciting proposals to select a contractor to provide technical assistance in fulfilling its planning and oversight responsibilities for the Job Corps Health and Wellness program, assist the National Office staff in developing and articulating a prevention philosophy and case management approach in working with students, and manage the Job Corps Health, and Job Corps Career Resource Center Web sites.

Solicitation No. is DOL041RP10002.

Period of performance is twelve (12) months from the date of contract execution by the government, plus four 1-year options to extend at the discretion of the government.

This solicitation is a 100% Small Business Set-Aside.

The North American Industry Classification System Code is 541611, with a \$6 million size standard.

A cost reimbursement type contract is contemplated for this requirement.

Closing time and date are September 30, 2004, at 2:00 p.m. local time.

The incumbent contractor under this solicitation is Humanitas, Inc., of Silver Spring, Maryland, under Contract Number Ae-10079-00-30. The contract was awarded on February 1, 2000, in the amount of \$1,924,504. The total amount awarded under this contract was \$12,871,654, inclusive of options.

**REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 5:00 PM LOCAL TIME
SEPTEMBER 17, 2004.**

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Vera Montague at montague.vera@dol.gov. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (<http://www.doleta.gov/sga/rfp.cfm>).

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Since 1998, the health program has evolved from a 'sick care model' to a 'wellness model'. There are seven fundamental elements of a wellness program:

1. **Physical Wellness** involves taking care of ourselves by eating right, exercising, and having routine medical exams. It discourages the use of tobacco, drugs and excessive alcohol consumption;
2. **Social Wellness** addresses interpersonal relationships and helps individuals to enter into successful and fulfilling relationships with family, friends, significant others and others;
3. **Spiritual Wellness** involves finding meaning and purpose in life which gives individuals the strength to cope with despair and helps us feel good about Being alive;
4. **Emotional Wellness** addresses intrapersonal relationships and gives one a better understanding of their feelings and emotions;
5. **Intellectual Wellness** involves the maintaining of cognitive stimulation to prevent mental stagnation. Learning is seen as a lifelong process of mental challenges and creativity;
6. **Vocational Wellness** addresses career goals and paths and finding a balance between life at home and work; and,
7. **Global Wellness** includes the connection between personal wellness and the broader world in which we live. It addresses intercultural awareness, environmental issues, diversity, and global unity.

Wellness is a lifelong process with no end point. It is a state of optimal being, not simply the absence of illness, but an improved quality of life resulting from enhanced physical, mental, and spiritual health. Since the Job Corps students' usual length of stay in the program is eight months, students can only be introduced to the basic concept and fundamental building blocks of wellness. It is with hope the introduction and acceptance of some or all of the elements of wellness, the students will continue to follow these principles and develop good health and wellness practices.

Using the wellness model, the primary objective of the Job Corps health and wellness program is to increase each student's employability by establishing and maintaining the student at his or her optimal health level, along with prevention of accidents and injuries. This is accomplished through provision or coordination of health care including case management of chronic illness, promotion of self management of health care, and through preventive health education to instill good wellness habits and prevent avoidable illness, injury and death.

The contractor shall assist the Department of Labor, Office of Job Corps, in fulfilling its planning and oversight responsibilities for the Job Corps Health and Wellness program utilizing the seven fundamental elements. They will also assist the National Office staff in developing and articulating a prevention philosophy and case management approach in working with students. Lastly, the contractor will manage the Job Corps health, and Job Corps Career Resource Center (JCCDRC) Web sites.

The contractor is required to coordinate all work to be performed under the terms of the contract with the Job Corps National Office and shall be accountable for compliance with all Federal laws and regulations and agency implementing policies, procedures and directives.

The anticipated outcome of the work to be performed is the provision of organized, well-managed, cost-efficient and effective health services for Job Corps students.

The tasks to be completed by the contractor are:

1. Develop a model health and wellness program using the wellness philosophy and promoting self-care management, which will result in center policies and procedures that will harmonize health and wellness with every department;
2. Review and recommend disposition of Job Corps applicants with potential health problems;
3. Provide for the monitoring, technical assistance, and review of health services provided or coordinated for students;
4. Provide technical training and logistical support to enhance efficient and effective delivery of Job Corps health education and services;
5. Maintain data and issue reports on health services and significant incidents;
6. Assist in the management, development, implementation and assessment of health standards, guidelines, policies and procedures;
7. Manage overall operations of the contract;
8. Assist in accommodating and assimilating students with disabilities;
9. Manage the health and the JCCDRC websites; and
10. Conduct special projects as specified by the Federal representative to support the Job Corps program.

C.2 BACKGROUND INFORMATION

1. General

Job Corps is an employment and training program designed to address the barriers to employment faced by low income, at-risk young people throughout the United States and Puerto Rico. The Job Corps program was established by the Economic Opportunity Act of 1964. Authorization was continued under Title IV-B of the Comprehensive Employment and Training Act of 1978 (CETA), then superseded by Title IV-B of the Job Training Partnership Act of 1982 (JTPA) as amended by the Job Training Reform Amendments of 1992. Current authorization for Job Corps is title I-C of the Workforce Investment Act of 1998. The program is nationally administered through the U.S. Department of Labor Employment and Training Administration (ETA), Office of Job Corps, in Washington, D.C. and six Regional Offices.

Job Corps is designed to assist young people who both need and can benefit from the array of services provided in Job Corps centers. The program is targeted to 16 - 24 year-old youth (there is no upper age limit for people with disabilities) who face multiple barriers to employment. Job Corps provides a comprehensive mix of services to address these barriers including basic education, occupational exploration, vocational training, work-based learning, social and employability skills training, health care, counseling, and related services, recreation and post program placement support. The aim of the program is to help youth become responsible adults, and to prepare them to obtain employment, or to return to school for further training.

Major corporations and nonprofit organizations manage and operate 91 of the 119 Job Corps centers under competitively awarded contracts with the Department of Labor. The Departments of Agriculture and Interior operate 28 Job Corps centers, called civilian conservation centers, on public lands throughout the country under interagency agreements with the Department of Labor.

It is the residential aspect of Job Corps that distinguishes it from other employment and training programs and enables Job Corps to provide a comprehensive array of services in one setting 24 hours a day, seven days a week. Approximately 90% of students are residential; the remainder commutes to the center daily to attend classes. Enrollment in Job Corps is voluntary.

In general, Job Corps students are healthy. Examples of the most common health deficiencies are dental problems, poor vision, anemia, obesity, unintended pregnancy, and mental/emotional problems including drug and alcohol abuse. Approximately 2,500 students are dismissed from the program each year due to physical and/or mental health problems.

The National Office provides oversight and policy direction for the Job Corps wellness program and is responsible for formulating health policy and procedures and for planning, developing, monitoring, and assessing center wellness programs no Federal health staff is located in Job Corps Regional Offices.

The contractor will maintain a network of part-time medical, nursing, mental health and dental professionals to provide support for Regional Offices and centers as needed. The activities of these health consultants are coordinated by staff of the contractor. The contractor will also subcontract directly with professionals versed in assisting persons with disabilities.

The contractor will provide a sufficient number of qualified staff and consultants to carry out fully the tasks described in Section C.3.

Anticipated requirements are as follows:

- Principal Mental Health Consultant- 2 days/week
- Principal Dental Consultant- 2 days/month
- Principal Medical Consultant- 2 days/week

Other Consultants:

Disability	As needed
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Regional Consultants

Medical	1	FTE
Nursing	4.0	FTE
Mental Health	2.5	FTE
Dental	.5	FTE
Region 6 disability coordinator	.5	FTE

2. Center Medical and Dental Services

Organizations and agencies that operate Job Corps centers (referred to as center operators) are responsible for the management, coordination and/or provision of services at the centers, including their wellness programs, in accordance with requirements and guidelines issued by the National Office.

Basic health services are currently provided to students of each center through a wellness program that coordinates medical, dental, and mental health care. Emergency health care is available to students at all times. Detailed written health care guidelines direct professional and nonprofessional personnel in routine and emergency procedures.

Under current policy and guidelines, every student receives a cursory medical and dental inspection for obvious signs of disease within 48 hours of arrival at a Job Corps Center, and medical laboratory tests followed by a definitive medical examination within 14 days of entry by the center physician. Students currently receive a complete examination by the center dentist between the 45th and 75th day after entry. All students receive immunizations in accordance with Job Corps requirements. Medical problems are identified and treated on an outpatient basis with specialty referrals and hospitalization as necessary.

Crucial to the success of the students, is that health and wellness be fully integrated into each Job Corps Center’s Career Development Service System (CDSS). This system requires that students receive training and support resources, including health services that are integrated to address individual students’ needs.

In order to enhance the delivery of health services under CDSS, Job Corps will integrate staff support resources and streamline access to these resources. A key aspect of this effort will be the dissemination of

online and print resources for Job Corps health and wellness staff with online and print resources for all Job Corps staff. This approach will enable Job Corps staff members to understand how health and wellness services, including accommodations for students with disabilities, are incorporated into all student services.

Job Corps health care staff has access to Web sites, established by the health support contractor, that enable them to obtain resources to improve their delivery of services to Job Corps students. These are: www.jobcorpshealth.com with links to the disability Web site (www.jobcorpshealth.com/disability) and other Web sites, such as , PREVENT WEB. In addition, the Job Corps Career Development Resource Center (www.jccdrc.org) was developed to provide information to Job Corps staff on all aspects of student career development. The contractor will coordinate and streamline access to staff development resources.

3. Center Mental Health Services

The mental health program emphasizes prevention and case management of mental and emotional illness. Each center's mental health professional conducts staff training; provides consultation to center staff, including administrators, counselors, and residential advisors on general mental health issues; and, assists in the planning of a psychologically sound environment for both students and staff. Consultation is also provided in specific problem areas such as alcohol and other drug abuse and disruptive sexual behavior. Student counseling, evaluation, and short-term treatment services are provided as necessary.

4. Health Education Program (HEP)

A health education program is provided for all students. The training deals with subjects of wellness, nutrition, dental health, obtaining health care, sexuality, safety, emotional and social well being, HIV/AIDS, and alcohol and other drug abuse. Center nurses and other health personnel may be called upon to instruct in their subject area.

5. Medical Separation

Job Corps is responsible for providing basic services to all students as defined in the Policy and Requirement Handbook (PRH). Students who require costly and/or long-term treatment and rehabilitation are referred to agencies and facilities providing those services, and the students are medically separated from the program. Those who may be expected to return within 180 days are given a medical separation with reinstatement rights.

C.3 TASKS TO BE PERFORMED BY THE CONTRACTOR

Task 1: Develop a Model Health and Wellness Program

The contractor will develop a 'model' health and wellness program based on the wellness philosophy and promotion of self-care management. The model will reflect involvement from all departments, such as administration, transportation, academics, vocation etc., and their responsibility to promote wellness and prevention activities. The model will be an integral part of CDSS.

This will create a blueprint for each center to use in building a model health and wellness program. The blueprint will provide policy and technical assistance guidance that will allow centers to develop procedures that will connect health and wellness with every department on center.

This task will involve review of the 'Job Corps Health and Wellness Evaluation Analysis of Center Cost and Compliance with the PRH' (October 2003) and other sources to determine what constitutes a model program, and workgroups made up of center and regional staff approved by the Federal representative. The workgroup will be convened two to three times and the contractor will be responsible for facilitation of the meetings. The contractor will be responsible for development of the below referenced products.

Based on recommendations from the workgroup, products will consist of:

1. Recommendation for policy and procedure changes
2. Pilot proposal- develop criteria for selection of centers (i.e., large center, small center, outstanding performing center, poor performing center) along with suggested centers, how technical assistance will be provided to the centers piloting the model program, how the pilot will be evaluated, and proposed changes
3. Strategies the centers will use to create a 'model' health and wellness program
4. A model health and wellness program Web page (Items 1, 2, and 3 will be completed by December 2005. Item 4 to be completed by May 2006)

Task 2: Review and recommend disposition of Job Corps applicants with potential health problems

A. Assist in the Admission of Applicants

Job Corps admission counselors collect information to determine and verify basic eligibility for the program. Eligibility factors are age 16 - 24, low income, and one or more of the following:

- basic skills deficient
- school dropout
- homeless, runaway or foster child
- parent
- in need of additional education, vocational training or intensive counseling and related assistance in order to participate successfully in regular schoolwork to secure and hold employment.

The Workforce Investment Act also includes additional selection requirements which are assessed after a determination of basic eligibility of an applicant has been made. The contractor shall assist Job Corps centers and Regional Offices by assessing and determining final disposition of Job Corps applicants with potential health problems. It is estimated that 2,000 applications nationwide require a health record review each year. The primary technical expert required to fulfill this task is a qualified nursing consultant. Typically he/she will solicit the opinion and advice of the regional medical, mental health or dental consultant in making a disposition recommendation to the Job Corps center or Regional Director.

The nurse consultant(s) will be expected to conduct and coordinate a professional review of referred Job Corps applicant health questionnaire forms (ETA 6-53) and other health records to determine the acceptability of applicants with special medical, dental, and/or mental health needs which may be beyond those a Job Corps center could reasonably be expected to accommodate.

Regional nurse, medical, mental health and dental health consultants shall provide technical assistance to center and Regional Office staff and to Job Corps Career Advisors.

B. Assist Job Corps Regional Offices Through Provisions of Technical Assistance, Review and Evaluation of 1) Health Portion of Center Proposals, 2) Subcontracts to Operate Health and Wellness Programs or Provide Health Services to Centers, and (3) Center Healthcare Guidelines

- 1) Regional health consultants (primarily the nurse consultant) will participate in the technical evaluation of proposals to provide or coordinate center wellness programs and provide expert advice to Regional Office staff evaluating the proposals as required.
- 2) Regional health consultants will evaluate contracts and subcontracts that provide medical, dental and mental health services for Job Corps students. Such evaluations will be performed on an as-needed basis and at the request of the Regional Director, and prior to the execution of the subcontract.

- 3) Regional health consultants will review, for approval by the Regional Director, revised Health Care Guidelines.
- 4) Regional health consultants will assist in the review of center requests for emergency funding requests.

In addition to the subtasks described above, the health support contractor will supply health consultants as needed to provide or arrange for consultative services to the Regional Offices and all centers to promote productive and effective wellness programs and the education, training, and employability skills development of students.

Task 3: Provide for the Monitoring, Technical Assistance, and Assessment of Center Health Services

A. Monitor and Assess Job Corps Center Health and Wellness Programs

The contractor shall coordinate and monitor Job Corps Wellness programs by the regional health consultants conducting on-site reviews and assessments of Job Corps health and wellness programs. Priorities for site visits are, first, the Regional Office reviews of centers and second, technical assistance visits to center staff and/or consultants. The visit scheduled is based on (1) funds available for regional staff team visits (one or two consultants as needed will join the team to assess the center wellness program and relevant areas); (2) assessment of need for visit as determined by previous review findings, regional monitoring visits, etc.; and, (3) need for technical assistance to monitor outbreaks of disease, and as requested by the Regional Director or regional project manager.

Upon completion of Regional Office reviews, regional health consultants (RHCs) will review center corrective action plans and provide advice for the resolution of identified health area deficiencies. RHCs will monitor implementation of center corrective actions during subsequent reviews and will report on the status of the center’s corrective actions. Repeat findings will be noted in the review report for Regional Office action, if necessary. Health consultants will follow up on repeat findings which require health expertise during monitoring visits, by phone and/or electronic means to the center, and by discussion with appropriate regional staff.

Nurse consultants, at a minimum, will conduct quarterly teleconference calls with the Health and Wellness Managers.

The principal consultants will each make one visit to regional or agency meetings or to centers and give technical assistance or evaluate programs within their areas of expertise. Upon completion of each visit, the consultant shall complete and submit a written evaluation report in the format and within the time frames specified by the Federal Representative for the contract.

B. Assist in Handling Job Corps Medical and Psychiatric Social Services

The contractor shall assist the Job Corps National Office, Regional Offices and centers in handling difficult medical and mental health cases and student deaths.

The contractor shall provide assistance to centers regarding:

- 1) Reporting cases to the Office of Workers Compensation Programs, and using third- party payments, health insurance, and community resources to effect cost reductions.
- 2) The social welfare of participants, including guidance on family planning programs, and referrals for treatment after separation from Job Corps.

Task 4: Conduct Training and Capacity Building for Job Corps Center Staff

The contractor shall conduct training for Job Corps center health staff as a means of improving the quality and cost effectiveness of the programs and services. The contractor will work with the Job Corps National Office to determine dates and locations for training, and arrange for sleeping and meeting rooms.

A. National Health Conference (May/June 2005)

- 1) Plan a 2.5 day national health conference to be held for center medical staff (nurses, physicians, dentists and/or AODA staff as specified by the National Office), regional health consultants, Regional Office staff, center staff, and other Job Corps staff.
- 2) Provide speakers that are experts in topics that will be presented as determined by the National Office, such as cost reductions in delivery of center wellness programs, how center wellness programs can promote student employability and realistic expectations of the workplace, accommodating students with disabilities, etc.

B. Regional Health Consultants' Meeting (May/June 2005)

The contractor will plan and conduct a two-day meeting for Regional health consultants.

C. Regional Health Meetings

The contractor will assist Regional Directors, Regional health consultants and National Office staff in planning, organizing and conducting a one or 1.5 day meeting in up to three Regions each year when requested by the Regional Director.

D. Other Trainings

The contractor will provide training and technical assistance to centers to assist them in utilizing the JCCDRC, student, and health Web sites. This will include 24 technical assistance trips to regional conferences, centers, workgroup meetings or other training sessions. The technical assistance trips will also allow the contractor to collect center promising practices for implementation of student career development services, including serving students with disabilities.

The contractor will conduct special projects that may involve 1) literature reviews and collection for resources for the JCCDRC web page; 2) collection and analysis of data for providing resources and technical assistance to Job Corps staff and students; and 3) revision and development of systems, activities projects and training as requested by the Federal representative.

Task 5: Collect and Manage Health-Related Reports and Data and Operate and Manage the Job Corps Web-based Significant Incident Reporting (SIR) System

A. Health Reports and Data

1. Health personnel directory: The contractor will provide updated page changes to the center health directory as they occur and provide copies to the Job Corps National Office.
2. HIV Screening Report: The contractor will produce an annual report on HIV screening, including the disposition of students infected with HIV. The contractor will verify data supplied to the National Office by the centers on demography of those tested, disposition of positives, including the center's follow-up and case management, and provide technical assistance to centers on reporting. The contractor will abstract and analyze information in the health records of former students, and then

return the health records to center. The contractor will draft articles for publication as directed by the Federal representative. Data will be supplied to CDC on a regular basis as requested.

3. Annual Health Report: The contractor will produce an annual health report which will be submitted by September 1, of each calendar year. The data to be included in the report will be: Chlamydia and drug testing which is supplied by the laboratory that has the contract to process and analyze specimens submitted by centers; alcohol testing data which is submitted quarterly by the centers; medical separations; and death data.
4. Special Health Services Analysis Reports: The contractor will provide periodic reports on special aspects of the medical, dental, and mental health services, including accommodation of students with disabilities, as requested by the Federal representative.

B. Significant Incident Reporting (SIR) System

In addition to managing health-related reports and data, the contractor will manage the Web based SIR reporting system, along with maintaining a data base of significant incidents occurring on Job Corps centers. The significant incident reporting (SIR) system will track reports by centers of all significant incidents and their status (i.e. pending or closed). The contractor must have a security plan for protecting the SIRs electronic environment to govern electronic, physical, and procedural security related to the project and designed to protect the confidentiality, integrity, and appropriate accessibility to electronic information contained within the SIRs. This plan must include a comprehensive company network and information security policy, a SIR-specific network and information security policy, a users' policy and procedures manual, a system monitoring and support plan, a disaster recovery plan, and a rules of conduct and behavior manual for users, administrators, and software developers. The contractor must submit these policies and procedures and successfully complete a DOL Privacy Impact Assessment (PIA) audit, which gauges the need and ability of their company's ability to protect the personal student information being used in SIRs.

The contractor will review all SIRs for accuracy and completeness, and communicate with centers for necessary information to complete SIR reports or submit subsequent reports on pending cases. The contractor will submit the following reports:

1. SIR Status Reports: On a monthly basis, centers will be notified of SIRs that require updating or SIRs that require a final report. For those centers that continue to have delinquent SIRs each quarter, the contractor will prepare and send a request to each center and its respective operator, the Regional Director, with a copy to the National Office SIR coordinator, asking for outstanding reports. This request will be produced within 45 days after the end of each quarter.
2. SIR Data Transfer: Each quarter, the contractor will compile and send a data report of all SIR activity (report by centers and SIR activity such as medical and other by number and type of SIRs per center) to the SIR Project Officer, and his/her supervisor, and the Federal representative. This report is used by the National Office to analyze trends in significant incidents on centers by geographic area, age of perpetrators and victims, and type of incident.

Task 6: Assist in Developing, Implementing, and Evaluating Job Corps Health Standards, Guidelines, Policies, Procedures, and Curricula

The contractor shall provide, as requested by the Federal representative, expertise in the areas of medicine, dentistry, health management and program development, mental health, nursing, accommodation of the disabled, health education, substance abuse and prevention, and other health-related areas beyond the purview or immediate availability of regional consultants. The technical expertise required to fulfill this task will require knowledge, skills, abilities, and recommendations from qualified

health professionals. It is expected that the contractor will primarily use its staff and subcontractors to provide the health expertise required to fulfill this task.

Within this task, the contractor may be called upon to (1) conduct current literature review and research, (2) analyze existing data/statistics, and (3) evaluate, update or revise existing materials (Healthcare Guidelines will be reviewed and revised biannually, May 2006 and May 2008).

During the contract performance period, the following projects will be required by the Government and performed by the contractor:

1. Assist the National Office in the development, revision, and update of health program publications (Technical Assistance Guides, Program Instructions, etc.) used by Job Corps staff to direct and monitor health services activities.
2. Assist the National Office in the development of draft PRH change notices, information notices, and program instructions as requested by the Federal representative.
3. Assist the National Office in developing and delivering materials for all training sessions mentioned under tasks elsewhere in this document.
4. Assist the National Office in developing a new format for center review and TA visits and reports by health consultants.

Task 7: Manage Overall Operations of the Contract

This task ensures the contractor's routine administration of the contract. These activities will include, but are not limited to, monthly progress reporting, monitoring task progress and budget, execution of consulting agreements with health consultants, monitoring performance of health consultants and contractor staff, and regular communication with the National Office and health consultants.

Under this task, the contractor will also provide a full time assistant to the National Office to provide full-time administrative support, such as materials development, editorial assistance, project tracking, data base development and support, meeting logistics.

Task 8: Assist in Accommodating and Assimilating Students with Disabilities

This task provides assistance to the National Office on policies and procedures for working with applicants and students with disabilities and training Job Corps staff to work with this population of students. The contractor will:

1. Provide information to the Job Corps National Office on laws, regulations, and policies relating to persons with disabilities
2. Draft directives, and other resource materials to assist staff in working with students with disabilities.
3. Work with the Job Corps data center regarding disability data entered into the Center Information System (CIS) and have ready access to disability data. The contractor will be responsible for developing reports on a semi-annual basis along with other reports as directed by the Federal representative.
4. Provide technical assistance to the field, including responding to questions and requests for information related to serving students with disabilities.

The contractor will provide online resources to all Job Corps staff to enhance their awareness and skill levels in working with students with disabilities through the merged Job Corps Career Development Resource Center Web site and health program/disability Web site.

A key aspect of this task will be to continue to make the Web site compliant with requirements of the Americans with Disabilities Act and to incorporate features that will make it user friendly for staff and students with disabilities.

This will involve providing technical assistance to centers to enable them to utilize online and other resources to better serve students with disabilities and thus increase the capacity of the Job Corps system to serve a greater portion of the Job Corps student population.

Task 9: Web site Management

The contractor will continue to manage and develop the Job Corps health Web sites (www.jobcorpshealth.com and other related Web sites), Job Corps Career Development Resource Center Web site (www.jccdr.org) and the related student site (www.jcstudent.org). This may involve 1) literature reviews and collection for resources for the JCCDRC web page; 2) collection and analysis of data for providing resources and technical assistance to Job Corps staff and students; and 3) revision and development of systems, activities projects and training as requested by the Federal representative.

The contractor will continue to make all Web sites compliant with requirements of the Americans with Disabilities Act and to incorporate features that will make it user friendly for staff and students with disabilities.

A. Literature Review and Collection

Research and collect materials, software and Web-based resources from publishers and other vendors to include in the Job Corps Career Development Resources Center library and Web site for Job Corps staff. Enhance and expand the JCCDRC Web site.

- 1) Continue to establish Web pages and discussion forums for pilot projects and national initiatives. (On-going as needed.)
- 2) Continue to establish links to Web sites of community-based organizations, employer and union groups, and other training institutions that support students and staff in all phases of the Career Development Services System. (On-going)

B. Analysis of Existing Data and Collection and Analysis of New Data.

Provide specialized research, utilizing existing and new data, for resource development and training and technical assistance in the areas of training accommodations for students with disabilities, Job Corps curriculum development, high school program development and staff development. (On-going)

C. Revision and/or Development of Web sites' Systems, Activities, Projects and Training as Requested by the Federal representative.

- 1) Develop and maintain the Job Corps Career Development Resource Center Web site and the Job Corps Health and Disabilities Web sites. (On-going)

- 2) Establish linkages from the JCCDRC Web site to the Job Corps electronic Personal Career Development Plan (PCDP), to assist staff and students in obtaining resources to support students' career planning and development. Complete development of the student electronic Career Portfolio. (On-going)
- 3) Identify, incorporate and maintain virtual products and Web based tools for the JCCDRC Web site to support Job Corps staff and students in student career development and planning throughout CDSS. This will include such items as on-line assessments, geographic locators of outreach and career transition staff Web-based curriculum development tools. It will also include new resources and tools on the student Web page such as links from interest and abilities assessment results to summaries of vocational training offerings and tools for filling out job applications. (On-going)
- 4) Develop on-line help and tutorials as needed to enhance the capabilities of the JCCDRC Web site and support specific Job Corps initiatives such as the high school initiative. (On-going)
- 5) Continue to expand "promising practices" related to all phases of CDSS, particularly the Outreach and Admissions and Career Transition Periods of CDSS, and Health and Safety, information technology and accommodations for students with disabilities. (On-going)
- 6) Maintain written specifications for the establishment, management and maintenance of the JCCDRC library and Web site. This would include specifications for equipment, facilities, personnel, processes and partnership. It would also include written technical specifications for all operations of the JCCDRC Web page such as the code and navigational diagrams. (On-going)
- 7) Produce promotional materials including articles, fliers, brochures and other items for the JCCDRC. Distribute at Job Corps training sessions and meetings through mailings and over the Internet on an on-going basis. Flier and Web announcements of new services of the JCCDRC will be released in April, 2005 and updated on an on-going basis. Research and collect materials, software and Web based resources from publishers and other vendors to include in the Job Corps Career Development Resources Center library and Web site for Job Corps staff. Enhance and expand the JCCDRC Web site.
- 8) Do web searches to identify cost saving healthcare practices and programs that would enhance center's health and wellness services.

Task 10: Conduct Special Projects

The contractor will periodically survey the Health and Wellness Centers for promising practices for each health program and discipline and post these practices on the health Web site, www.jobcorpshealth.com. The contractor will:

- Be responsible for giving specific assignments collected on a regular basis.

Practices will be reviewed by the Project Director and submitted to the Federal representative for review on quarterly basis. Practices deemed to be a benefit will be posted on the Health and Wellness Web site.

C.4 REPORTING REQUIREMENTS

Task 3A	Health consultant report in format Required by Office of Job Corps	As specified by Contractor/OJC
Task 4A	Draft report of each meeting and its results	Within 5 days

Task 5A 1 Update health personnel directory	Quarterly
Task 5A 2 HIV Screening Report	September 1, 2005
Task 5A 3 Annual Health Report	September 1, 2005
Task 5A 4 Special Health Service	As requested
Task 5B Significant Incident Status Reports	Within 45 days (Quarterly, e.g. August 15 for April -June quarter, etc.)
Task 6- 2. Draft PRH Change Notices, Information and Program Notices	As requested
Task 6- 3 Training materials for meetings, sessions	As requested
Task 8- 3 Disability	Reports due July 31, 2005 and January 31, 2006

C.5 SPECIAL REQUIREMENTS

The contractor shall be required to provide the necessary personnel to accomplish each task listed above. The key personnel positions and their required time commitments are as follows:

Project Director - 50%
 Project Manager - 100%
 Health Analyst (2) - 100%
 Disability Coordinator - 100%
 Disability Specialist - 50%
 Web Coordinator - 100%
 Health Data Analyst - 100%
 Trip Data Analyst - 100%
 Trip Report Coordinator - 100%
 Regional Nurses (4) - 100%
 Project Manager (JCCDRC) - 100%
 Web Developer (2) (JCCDRC) - 100%
 Evaluation/Educational Specialist (JCCDRC) - 100%
 Project Coordinator (JCCDRC) - 100%

SECTION D - PACKAGING AND MARKING

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the date of contract execution plus four one (1) year options to extend at the discretion of the government.

F.3 LEVEL OF EFFORT

The level of effort for this project is estimated at between 30 and 33 professional person years. A professional person year is estimated to be between \$90,000 and \$100,000. The level of effort for each option year period is equal to the base year plus inflation. The inflation rate will be determined by the Bureau of Labor Statistics. This includes all costs. These government provided estimates are provided for contractor planning guidance only, and do not bind the government to a specific level of effort nor are they guaranteed or warranted by the government in any manner. The contractor must use its best judgment to determine an appropriate level of effort for the contract work regardless of the accuracy of these estimates. There are 2080 hours in a work year, this includes hours for vacation, sick leave and holidays. Offerors should use their best business judgment when proposing the number of hours for this project.

F.4 REPORTS/DELIVERABLES

The contractor shall be responsible for submission of reports and deliverables as described in Section C.4 of the solicitation.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S REPRESENTATIVE (GOVERNMENT AUTHORIZED REPRESENTATIVE)**

(A) The authorized representative of the Contracting Officer is TBD whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in (B) below. Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.

(B) The Government Authorized Representative is authorized to:

- (1) Monitor and inspect Contractor's performance to ensure compliance of the scope of work.
- (2) Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
- (3) Review and approve invoices.
- (4) Review and approve Contractor's project staff as may be called for on the contract.
- (5) Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the Contractor.
- (6) Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.

G.2 INVOICE REQUIREMENTS

Contractor will prepare and submit proper invoices (as defined in C below) in accordance with the criteria outlined below. (Also, see Clause 52.232-8 "Discount for Prompt Payment", contained in Section I of the contract.):

- A. (1) If the contract is a cost-reimbursement type contract, the contractor will submit three (3) ink-signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Government Authorized Representative (GAR), U.S. Department of Labor, not more frequently than monthly, unless otherwise so authorized in the contract.
- (2) If the contract is a fixed-price type contract, the contractor may submit SF-1034, Public Voucher, or the equivalent thereto; i.e., contractor's own invoice, in lieu of the forms described in A(l) above.
- (3) Invoices should be submitted to the individual listed below:

TBD
U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room TBS

Washington, D.C. 20210

B. The Detailed Report of Expenditures (ETA 3-2) submitted with the Invoice (ETA 3100-1) must include the same budget line items or cost categories as appears in the contract, including any modifications thereto.

C. To constitute a proper invoice, the invoice, must include the following information and/or attached documentation:

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.

(8) Any other information or documentation required by other requirements of the contract.

In addition to the above, invoices should be numbered consecutively. All final invoices shall be clearly marked Final Invoice.

G.3 METHOD OF PAYMENT

A. Payments under this contract will be made either by check or electronic funds transfer (through the Treasury Fedline Communications System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. The contractor shall submit this designation to the Contracting Officer or other Government official as directed.

B. For payments through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

C. For payments through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

D. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

E. The documents furnishing the information required in paragraphs B and C above must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

F. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G. The Contractor shall forward the information required above to:

U.S. Department of Labor, ETA
Division of Accounting, Room N-4702
200 Constitution Avenue, NW
Washington, DC 20210

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 BUDGET LINE ITEM FLEXIBILITY**

Flexibility of Direct Costs will be allowed within the Prime Contract Budget, provided no single line item of cost shall be increased or decreased in excess of 20 percent and provided further that the total estimated cost of the Contract is not exceeded. This flexibility of cost does not apply to the wages, salaries and fringe benefits line items (including proposed changes by the Contractor in the mixture, number of hours, wages, and/or bonus or personnel paid under the contract) wherein no increase is permitted without the prior review and approval by the Contracting Officer.

In contracts with OPTION TO EXTEND SERVICES provisions, this clause is applicable to each yearly negotiated budget line item amounts, and not the accumulated budget line item totals.

H.2 FRINGE BENEFITS

Social Security, Worker's Compensation, Unemployment Compensation and any other fringe benefits are a normal practice of the Contractor at the time of final negotiations for this contract and are available to all employees. Fringe benefits from an immediate previous employer which may be continued while employed under this contract are an allowable cost. In no event will duplicate fringe benefits be allowable to an individual under this contract.

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

The Contractor may grant leave in accordance with its established written policy, provided that policy is accepted by the Contracting Officer or, in the absence of an established policy, leave may be granted as follows:

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

Leave shall be accrued at the rate of 5/6 of 1 day per month for each month employed. If the term of this contract is for more than or less than 1 year, the above leave shall be adjusted accordingly.

H.4 TRAVEL AND PER DIEM

Travel policies as set forth in the Travel Regulations referred to below are required of the Contractor and consultants hereunder. Where the Contractor has a more restrictive travel policy than the Federal Travel Regulations, the more restrictive requirements shall apply.

It is the responsibility of the Contractor to authorize only such per diem allowances as justified by the circumstances affecting the travel. Care should be exercised to prevent fixing per diem rates in excess of

those required to meet the necessary authorized subsistence expenses. To this end, consideration should be given to factors which reduce the expenses of the employee such as: known arrangements at temporary duty locations where lodging and meals may be obtained without cost or at prices advantageous to the traveler; established cost experience in the localities where lodging and meals are required; situations where special rates for accommodations have been made available for a particular meeting or conference; the extent to which the traveler is familiar with establishments providing lodging and meals at a lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictate otherwise. All temporary duty and local area automobile travel shall be allowed as prescribed by the applicable Travel Regulations.

Copies of applicable Travel Regulations can be obtained as follows at a fee:

a. Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 022-001-81003-7.

b. Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 908-010-00000-1.

c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in 1 and 2 above: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 744-008-00000-0.

H.5 USE OF AND PAYMENT TO CONSULTANTS

(a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.

(b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.

(c) The contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the contractor's staff to whom the services are provided; and (3) the results of the subject matter of the consultation.

H.6 UNEMPLOYMENT INSURANCE COST

Unemployment insurance costs shall be paid by the contractor as they are incurred.

However, in the event billings for Unemployment Insurance costs are received by the contractor after the expiration date of this contract and the billings cover the period that this contract was effective, the Government agrees to reimburse the contractor at the same rate that would have been applicable had the cost been paid as they were incurred.

H.7 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

The contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

(b) Auditing

The contractor shall audit or have audited subcontractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements.

The U.S. Department of Labor shall be responsible for scheduling all audits of the prime contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subcontractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

H.8 PRINTING

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title 1 of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 11 inches, one side only, one color.

H.9 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

For the purpose of this contract, the key personnel positions are identified below as:

-
-
-
-
-
-

H.10 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.11 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Division of Contract Services, Attention: Division Chief.

H.12 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.13 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under contract.

This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

H.14 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

(a) No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder. (b) In addition, this contract and any subcontract hereunder is subjected to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations issued thereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.16 FEDERAL REPORTS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts.

H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

-- Longshore workers instead of longshoremen.

(b) Avoid the use of male and female gender word forms.

-- Aviator to include men and women pilots, not aviatrix.

(c) Include both sexes by using terms that refer to people as a whole.

-- Human beings or people instead of mankind.

(d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 2 years of his life in the workforce.

-- By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)

-- By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)

-- By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or his or her". (An average American spends 20 years of his or her life in the workforce.)

(e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.

-- The lawyer made her final summation.

(f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.

-- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

(g) The use of art work in publications should conform to the following guidelines:

(i) Strive to use racially and sexually balanced designs.

(ii) Depict both men and women in art work on general subject matters.

(iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.

-- Show women and men as managers and skilled laborers.

H.19 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.20 INSURANCE REQUIREMENTS (FAR-SUBPART 28.3)

In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons" the following kinds and amounts of insurance must be procured and maintained in force during the lifetime of the above numbered contract.

A. Worker's Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

D. General Liability Insurance (Bodily Injury) - This insurance protects the insured against claims arising from bodily injury or death to third parties occurring on its business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Workman's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

E. Automobile Liability - The required coverage is \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

F. The policies evidencing such insurance as required under this contract shall contain the following endorsement:

"No cancellation, termination, or modification of this policy shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification together with suitable identification of the policy and name insured has been sent by registered letter to the Government representative at the address stated below:

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/DASET/OGCM/DCS
200 Constitution Ave., N.W.
Room N-5425
Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used, the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicle's actual use while conducting business under the terms of this contract.

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

The Contractor shall be responsible for informing any grantee that they have been requested to collect information for the Department of Labor. The collection of such data shall be the responsibility of the Contractor solely. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor.

H.22 PERFORMANCE STANDARDS

The composition, workmanship, printing or reproduction and substantive content of all reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the Contractor's profession and shall be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studies and methods and processes employed.

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.24 PUBLICATION OF MATERIALS

The Contractor shall receive permission from the Contracting Officer prior to publishing any works performed under this contract. Further, the Contractor shall acknowledge the support of the Department of Labor whenever publicizing any work performed under this contract. To implement the foregoing, the Contractor shall include in any publication resulting from work performed under this contract, an acknowledgement substantially the same as follows:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under Contract Number TBD the contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

H.25 OPTION TO EXTEND THE TERMS OF THE CONTRACT - SERVICE (FAR 17.208(G))

1. The Government may extend the terms of this contract by written notice to the Contractor at least 60 calendar days before the contract expires. This notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option provision.
3. The initial period of this contract may be extended by one year, at estimated costs and indirect costs as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1			
2			
3			
4			

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total preestimated option year costs must be presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the contractor of the Government 's intention to exercise the option to extend the term of the contract. No deviations from the total pre-established option years estimated costs shall be permitted without the written consent of the Contracting Officer. Deviations which would increase the total pre-established option year estimated costs by more than 10 percent shall not be permitted under any circumstances.

H.26 INDIRECT COSTS

In order to avoid major audit problems, disallowed costs, and to receive timely reimbursement of indirect costs, contractors should take those necessary steps to comply with this clause as well as the critical timeframes for submission of indirect cost proposals.

You are governed by one of the categories of cost principles listed below. Please comply with your cost principles as appropriate to your organization. (1) Federal Acquisition Regulation (FAR) Subparts 31 and 42 apply to private-for-profit contractors. (2) OMB Circular A-87 applies to state and local governments and Federally-recognized Indian Tribes. States receiving JTPA formula-allocated funds can elect to waive A-87 coverage. (3) OMB Circulars A-21, A-88 and FAR 42.705-3 apply to educational institutions. (4) OMB Circular A-122 applies to nonprofit institutions excluding those addressed in the preceding as well as hospitals.

The total amount of contract funds will not be increased to reimburse organizations for higher indirect cost rates than those rates identified in this clause. Also, the contractor must obtain approval from the Contracting Officer to transfer funds from other budget line items to the indirect cost budget line items to accommodate higher indirect cost rates.

The foregoing does not relieve the contractor of any other administrative cost limitations regarding the contract.

Billing rates are only temporary for the 90 days period from the effective date of your contract. Failure to submit an acceptable indirect cost proposal to your cognizant agency for provisional rates within the aforementioned 90-day period means that you shall not receive any further reimbursement of your indirect billing rates until the provisional rate proposal is received. Also, action may be taken to recoup all indirect costs already paid to you.

A private-for-profit contractor is to submit an acceptable indirect cost proposal for final rates to its cognizant agency within 90 days after the end of its fiscal year. All other contractors must submit their final rate proposals within 6 months after the end of their fiscal year.

Block 1 or 2 is completed below as appropriate for affected new contracts or modifications.

BLOCK 1

Rate category: (check one)
Billing
Provisional
Final
See Attached Agreement

Your rates and bases are:
Overhead
Base:
(And, if applicable)
General and Admin.

Other (Explain)

Base:

Effective from to or if multi-year, please explain here:

BLOCK 2

(For special indirect cost ceilings)

Special percent ceiling is % for (usually overhead) and if applicable, % for General and Administrative. Base:

OR

Special dollar ceiling is \$ for (usually overhead) and if applicable, \$ for General and Administrative. Base:

Effective from to or if multi-year, please explain here:

If applicable for ceilings, please describe here any situation whereby the bases in Block 2 above differ from the bases in Block 1 above. Also, the maximum reimbursement for indirect costs under this contract will be based on the lower of the negotiated rates or ceilings.

If the Department of Labor (DOL) is your cognizant agency, proposals for indirect cost rates and supporting data and documentation should be sent to the Division of Cost Determination (DCD) Negotiator in the appropriate DOL Regional Office or if applicable, to the OCD National Office whose address and phone number is listed below. In addition, if you do not know your cognizant Federal agency, please call the phone number listed below:

Director, Division of Cost Determination (DCD)
U.S. Department of Labor, OASAM
200 Constitution Avenue, N.W.,
Room S-1513 Washington, D.C. 20210
Tel. (202) 693-4102

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.3 52.232-25 PROMPT PAYMENT (FEB 2002)
ALTERNATE I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411, (1 PAGE)**
- J.2 COST AND PRICE ANALYSIS, ETA 8555, (8 PAGES)**
- J.3 STATEMENT OF FINANCIAL CAPABILITY, ETA 8554, (2 PAGES)**
- J.4 COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 PAGE)**
- J.5 COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2 (1 PAGE)**
- J.6 VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT, OMB 1293-0005 (2 PAGES)**
- J.7 PAST PERFORMANCE REFERENCE INFORMATION (2 PAGES)**
- J.8 PAST PERFORMANCE EVALUATION QUESTIONNAIRE (2 PAGES)**
- J.9 ORAL PRESENTATION EVALUATION QUESTIONNAIRE (2 PAGES)**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND

OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.3 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street | Name and address of owner and
(street address, city, state, | operator of the plant or facility
county, code) | if other than offeror or respondent

**K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2004)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 541611.

(2) The small business size standard is 6 million size standard.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern-- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a),8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Cost Plus Fixed Fee) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Keith A. Bond
Contracting Officer

Hand-Carried Address:

ETA Division of Contract Services
U.S. Department of Labor, Rm N-5425
200 Constitution Avenue, NW

Washington DC 20210

Mailing Address:

ETA Division of Contract Services
U.S. Department of Labor, Rm N-5425
200 Constitution Avenue, NW

Washington DC 20210

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

L.5 PAST PERFORMANCE

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

A. A list of five (5) "relevant" contracts and subcontracts completed during the past three (3) years. The reference should be on project/work similar in nature. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

1. Name of contracting activity
2. contract number
3. Contract type
4. total contract value
5. contract work
6. contracting officer and telephone

7. program manager and telephone
8. administrative contracting officer, if different from #6 and telephone number
9. list of major subcontractors

PLEASE NOTE: Offerors are to use Attachment J.7 - Past Performance Reference Information when providing this information.

B. The offeror may provide information on problems encountered on the contract and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should not provide general information of their performance on the identified contracts. General performance information will be obtained from the references.

C. The offeror may describe any quality of awards or certifications that indicate the offeror possess a high quality process for developing and producing the product or service required.

Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

D. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's reference questionnaire form identified in Section J.8 will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed. Offerors are advised to provide the correct point of contact and telephone numbers of past performance references.

L.6 ORAL PRESENTATION

After the receipt of offers (proposals) by the Government, every eligible offeror must make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

The oral presentation and the question and answer session are not part of the offer and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR Part 15, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit to entertain revised or final offers.

Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from this RFP, unless the Government and the offeror agree to make it part of an offer during discussions. If the Government decides to conduct discussions the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

1. Schedule for presentation: Oral presentations will commence approximately three weeks after the receipt of proposals. The Contract Specialist will notify offerors of the scheduled date and time of their presentation within two weeks of the receipt of offerors. The order in which offerors will make presentations will be determined by drawing lots by the Contract Specialist. Once notified of their

scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will be entertained only in emergency situations. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contract Specialist.

2. Form of presentation: Offerors will make their oral presentations in person, at the Department of Labor/ETA, 200 Constitution Ave., NW, Washington, D.C., to the Technical Evaluation Panel, Contract Specialist, and other representatives of the Government. Submission of videotapes or other forms of media containing the presentation for evaluation are not authorized.

3. Time allowed for presentation: Offerors shall receive transparencies one half hour prior to the presentation to caucus and prepare for the actual presentation. Oral presentations, excluding the question and answer session, will be limited to 90 minutes. The Contract Specialist will strictly enforce this time limit. Following the oral presentation there will be a recess of 1 hour. After the recess there will be a one hour question and answer session.

4. Offeror's presentation team: A maximum of five contractor personnel (prime and subcontractor) may participate. These individuals/presenters will attend the oral presentation and the question and answer session and shall answer questions directed to them. The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis or as designated in Sections C.5 and L.7. The Project Director who will have a 100% time operational responsibility for contract performance, and Principal Investigator(s) shall be present and shall, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or consultants to make any part of the oral presentation. In addition to the maximum of five individuals who will participate, the offeror may send two non-participating representatives to observe. Hence a total of seven contractor personnel will be permitted to attend (only five may participate) the presentation. No other officers, employees, consultants, agents, or other representatives of the offeror may attend.

5. Content of presentation: The presentation shall not encompass price or cost and fee. During the 90 minute oral presentation, the offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

(a) Introduction: The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services. (10 minutes)

(b) Work Breakdown: Present an analysis of the statement of work. Subdivide statement of work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities. (20 minutes)

(c) Contract Work Schedule: Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks. (10 minutes)

(d) Contract Resource Allocations: Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue collar labor, including position title(s) and grades, journey-person level qualification requirements, typical journey-person level duties and responsibilities. Describe the total number of hours of each of these professional and blue collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity. (10 minutes)

(e) Performance Risk Analysis: Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur. (20 minutes)

(f) Responsibility Assignments: Identify the components of the offeror's organization that will have primary support responsibility for the performance of each of the activities identified in the work breakdown analysis. Include affiliates, subsidiaries, and subcontractors. Also, identify the individual managers of each such organization. Briefly describe the qualifications of each such organizational component and person, including education and training and especially their experience doing such work. (10 minutes)

(g) Conclusion: The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award. (10 minutes)

An offeror may address any other topic, as well, within the 90 minute limit. The Contract Specialist will strictly enforce the 90 minute time limit.

6. Clarification of oral presentation points: After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not supported. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR Part 15. The time required for clarification will not be counted against the offeror's presentation time limit.

7. Government Personnel:

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

The Technical Evaluation Panel consisting of (3) individuals with expertise in employment and training programs administered by the Department of Labor/ETA.

8. Documentation: The Government will provide blank flip chart paper for the offeror to use during the presentation caucus time period. An overhead slide projector will be provided by the Government for offeror use during the presentation. At the close of the presentation, the offeror shall provide the Technical Evaluation with a listing of the names, firms, and position titles of all presenters, along with all flip charts and/or overhead slides used during the presentation. The Government will not accept for evaluation any additional documentation which may or may not have been referenced during the presentation.

Each offeror shall use black and white overhead transparencies (slides) to document key points of its presentation. The Government will provide one overhead projector, one flip-chart pad, and marker pens for the offeror's use during the oral presentation. The offeror may not use or submit any other media documents. "The offeror shall submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its offer" (see L.7). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive.

Thirty (30) minutes before the presentation, the Contract Specialist will give the transparencies to the offeror for its use during the presentation. The overhead transparencies must be 8.5 by 11 inches. The

legibility and clarity of the transparencies is the responsibility of the offeror. The transparencies submitted will be considered the offeror's technical proposal. If there is a discrepancy between any of the transparencies and what is verbally stated during the presentation, the information that appears on the transparency will take precedence over what the presenters say.

There is no limit to the number of overhead transparencies that an offeror may use during its presentation. However, when evaluating the offeror's presentation, the Government will consider only the information on the transparencies that were actually projected during the presentation. The production and use of an excessive number of slides may be detrimental to an offeror's interests. The presentations will be audio taped by the Government. Offerors should mark slides in accordance with FAR 52.215-1 (e), Restrictions on Disclosure and Use of Data, as appropriate.

L.7 SUBMISSION OF PROPOSAL

(A) - General Instructions:

Each offeror must submit an offer (proposal) and other written information and make an oral presentation in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with the letter and spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any part of these instructions.

Your proposal must be submitted in three (3) separate and distinct parts as outlined below, consisting of the number of stated copies and accompanied by the required supportive materials to insure that the proposal will be considered responsible to the Request for Proposals.

Part 1

Original and two (2) signed copies of completed Standard Form 33, Solicitation, Offer and Award, Original and two (2) signed copies of Section K, the Representations, Certifications and other Statements of Offerors, and all attachments thereto except those items required in Part 2 and 3 will be submitted as outlined in their respective parts.

Legible copies are acceptable. (All copies shall be ink-signed.)

Part 2

(1) Offerors shall submit an original and five copies of their technical proposal, which includes resumes for all professional personnel, loading charts, signed letters of intent for all professional personnel, technical approach, understanding, and signed letters of intent for presenters, etc. (See Section M.2 (A, B, E, and F)). Responses under these evaluation criteria that do not meet the requirements will be determined technically unacceptable and not considered for award.)

(2) A set of overhead transparencies and six (6) paper copies in a sealed package. These transparencies shall form the basis of the offeror's Oral Presentation. PLEASE NOTE: The sealed package containing the transparencies will not be opened until the scheduled date for an offeror's presentation, in the presence of the Contract Specialist and a representative of the offeror. Both the transparencies and the Oral Presentation will be used to evaluate the offeror's capability to perform the contract (See section M.2(C));

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.5 and M.2(D)); and

The Technical Proposal shall not make reference to cost or price data so that an independent technical evaluation may be made on the basis of technical merit alone. Failure to comply with this requirement will result in a determination of nonresponsiveness. Proposals specifying less than one hundred twenty (120) days Government Acceptance may be considered not acceptable. Any exceptions taken by a proposer to any provisions of this Request for Proposals or any condition placed upon a proposal may result in a finding of not acceptable. Only one proposal may be submitted by each respondent.

Part 3

A detailed Business Management Proposal for the prime contract and all subcontractors as further outlined in the below instructions and consisting of:

- (a) Three (3) copies of Attachment J.2 - Cost and Price Analysis, ETA 8555 (Mar. 1981);
- (b) One (1) copy of Attachment J.3 - Statement of Financial Capability, ETA 8554 (Mar. 1981);
- (c) One (1) each Accounting System Certification which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, insure that funds are accounted for by cost categories, check the accuracy and reliability of the accounting data, promote operating efficiency and permit compliance with Government requirements and accounting procedures with respect to Cost Reimbursement types of contracts.

The statement shall be executed by a certified public accountant (CPA), licensed public accountant, a bona-fide accounting or audit organization such as Defense Contract Audit Agency (DCAA) or an entity of equivalent status acceptable to the Government. Failure to include the above stated supportive materials with your proposal will be a basis for determination of not being acceptable.

NOTE: Parts 1, 2, and 3 should be sealed in separate envelopes and included in one master package. The RFP number and related Part numbers outlined above, if applicable, must be shown in the upper left hand corner of each of the envelopes as well as the master package.

The Government warns offerors that taking exception to any term or condition of the RFP (including submitting any alternative proposal that requires a relaxation of a requirement), will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any exception to a term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR Part 15.

An offeror may eliminate a deficiency in its offer only through discussions, as defined and prescribed in FAR Part 15. However, the Government intends to award a contract without discussions, as authorized by FAR Part 15. Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting and offer, unless the RFP expressly authorizes such an exception.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct technical and cost discussions with offers in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the right to change any terms and conditions of their RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR Part 15.

The offeror shall complete and submit all certifications included in or attached to this Request for Proposal.

The Cost Analysis (Attachment J.2) and Financial Capability Forms (Attachment J.3) support information shall be augmented as follows:

Offerors are required to submit cost proposals fully supported by cost and pricing data adequate to establish the reasonableness of the proposed costs.

1. Most current published annual balance sheet and profit or loss statement.
2. The offeror shall furnish a total cost breakdown utilizing the enclosed cost and price analysis form.

(a) Include the backup data to support the type of labor and estimated numbers of hours within each category.

(b) Include a breakdown of the amount estimated for travel including destination, duration, purpose and cost (per diem and transportation).

(c) Include backup data to support the estimated amount of material and subcontracting (if applicable) including description of materials to be procured, basis for proposed subcontract, type of subcontract and amounts proposed.

3. List the names and addresses of any subcontractor* the offeror intends to use in the performance of a resulting contract. Include the following information about the subcontract(s).

- (a) How subcontractor was selected?
- (b) Has the subcontractor submitted a cost proposal?
- (c) Will he be able to start performance at the start of the contract period?
- (d) What is the total cost of (each) subcontract?
- (e) What services (skills) will the subcontract provide?
- (f) What experience do they have in this technical area?

*Also provide the above information for consultants you intend to use in the performance of a resulting contract.

Consultants: Persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor.

L..8 SPECIAL REQUIREMENTS

The contractor shall be required to provide the necessary personnel to accomplish each task listed above. The key personnel positions and their required time commitments are as follows:

PROJECT DIRECTOR (1 FTE) - 50%: The Project Director (PD) educational qualifications are a Master's Degree from an accredited institution of higher education and have at least seven years experience in managing projects of similar size and purpose. The Project Director should demonstrate experience in planning, developing, managing, and evaluating overall program activities and directing subordinate

managers and staff. The Project Director should also demonstrate experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends and changes in technology, as well as ensuring the financial and technical success of projects. The PD must be able to assist large educational/vocational youth training programs in developing, implementing, and continuously improving health and wellness programs. The PD should demonstrate strong facilitation skills, and have excellent communication skills.

PROJECT MANAGER (1 FTE) - 100%: The Project Manager (PM) must have Master of Public Health(MPH) from an accredited institution of higher education and have at least five years experience of project management experience. The PM should demonstrate experience in strategic planning, continuous quality improvement, and adolescent health and wellness issues (including medical, mental health, oral health, accommodation of persons with disabilities, substance abuse and prevention, and health education). The PM should also demonstrate experience in health and wellness policy development and analysis, conference management, and Web-based materials development. The PM should demonstrate strong facilitation skills, as well as have excellent communications skills, both orally and in writing.

HEALTH ANALYSTS (2 FTE) - 100%: The Health Analysts (HAs) must have a masters degree in public health, health administration, or health education from an accredited institution of higher learning and have at least three years experience of management experience. The HAs should demonstrate: 1. Knowledge of adolescent health and wellness programs and issues (including medical, mental health, oral health, accommodation of person with disabilities, substance abuse and prevention, and health education) in health and wellness materials. 2. Managing and coordinating field activities with health professionals, and 3. Providing training and technical assistance to health professionals. The HAs should also demonstrate experience in research, data collection and analysis, conference logistics, and have strong communication skills, both orally and in writing.

DISABILITY CORDINATOR (1FTE) - 100%: The Disability Coordinator (DC) must have a Master's degree in a policy or disability-related field from an accredited institution of higher learning and have at least three years experience in providing, designing, developing, evaluating, and monitoring disability programming for adolescent population. The DC should have knowledge of disability legislation, regulations, and guidelines (ADA, Section 504 of the Rehabilitation of 1973, ADA Accessibility Guidelines, Architectural Barriers Act, Uniform Accessibility Standards) and in depth understanding of accommodation and accessibility issues necessary to implement effective practices in a residential educational and training environment. The DC should also demonstrate experience in developing and conducting training events/presentations, maintaining continuous quality improvement systems, providing technical assistance on disability related issues, and developing print and Web-based technical and educational materials. The DC should have knowledge of adolescent health and wellness issues and demonstrate experience in research, data collection and analysis, and have strong communication skills, both orally and in writing.

DISABILITY SPECIALIST (0.5 FTE) - 50%: The Disability Specialist (DS) should have a Bachelor's degree in a health professional and/or educational field from an accredited institution of higher education and have at least three years experience in policy/program development and evaluation. The DS should demonstrate experience in continuous quality improvement, program evaluation, policy development and analysis, as well as knowledge of disability programs and issues. The DS should also demonstrate experience in developing and conducting training/presentations, technical writing, and materials development. The DS should possess knowledge of adolescent health and wellness issues and must have strong communication skills, both orally and in writing.

WEB CORDINATOR (1FTE) - 100%: The Web Coordinator (WC) must have at least three years experience designing and developing Section 508/WIA3 compliant Web-based applications. The WC should demonstrate innovative approaches for creating and implementing Web applications and sites designed to support wellness medical, mental health, and dental professionals who provide health and wellness services and education to at risk students. The WC should demonstrate experience with programming languages (HTML,

ASP.net), development tools (Macromedia Suite, Microsoft), and graphic design applications (Adobe Suite), as well as monitoring Web site usage and producing Web analysis reports. The WC should also continuously be attuned to customer needs, market trends, and changes in technology.

HEALTH DATA ANALYST (1 FTE) - 100%: The Health Data Analyst (HDA) must have a Bachelor's degree from an accredited institution of higher education and at least three years experience. The HDA should demonstrate experience in data management (collection, verification, entry, analysis and reporting) survey design, program evaluation, user technical assistance, and training. The HDA should demonstrate proficiency in MS Access, Word, Excel, PowerPoint, SQL, and experience with Web-based tools and data collection solutions. The HDA must have strong communication skills, both orally and in writing.

REGISTERED NURSES (4 FTEs) - 100%: The Regional Nurses must be licensed registered nurses and should have a Nursing Degree from an accredited institution of higher education with at least three years experience in monitoring the effectiveness of health care delivery operations. Regional Nurses should demonstrate experience in program evaluation/assessment, quality and compliance assessment techniques, medical records review, and knowledge of health care delivery systems and adolescent health and wellness issues. Regional Nurses should demonstrate experience with at-risk youth, community-based programs, and is familiar with ADA, HIPAA and Privacy Act requirements. Regional Nurses should also demonstrate experience in technical assistance, staff training, technical writing and materials development, and must have strong communication skills, both orally and in writing.

RESOURCE CENTER PROJECT MANAGER/WEB PRODUCER (1 FTE) - 100%: The Resource Center Project Manager (RCPM) must have a Bachelor's degree from an accredited institution of higher education and have at least three years managing large-scale web projects. The RCPM should demonstrate experience in the full life cycle of Web-based educational products including strategic planning, program evaluation, needs assessment, development production, continuous quality improvement, and training and technical assistance. The RCPM should demonstrate innovative approaches for creating and implementing web applications and sites designed to support staff and students involved in education and training of at-risk youth. The RCPM must have a minimum of five years technical experience managing the full life-cycle of Section 508/WIA3 compliant education/training Web products that utilize Macromedia Suite, Coldfusion, ASP.net, Microsoft SQL Server, ASP.NET/VB.NET, Plone, and Zope, in both Windows and Linux server environments. The RCPM should also demonstrate experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends, and changes in technology. The RCPM should have the development of marketing/training materials and presentations. The RCPM should demonstrate strong facilitation skills, as well as have excellent communication skills, both oral and writing.

RESOURCE CENTER WEB DEVELOPER (2 FTEs) - 100%: The Resource Center Web Developers (RCWDs) should have a Bachelor's degree in technology from an accredited institution of higher education. The RCWDs should demonstrate experience implementing instructional design through educational technologies, as well as supporting ancillary materials designed for diverse audiences. The RCWDs must have at least three years experience designing and developing Section 508/WIA3 compliant Web-based, multimedia applications, and computer-based training. The RCWDs should demonstrate experience with programming languages (JavaScript, HTML, ActionScript, Visual Basic, Python); database and development tools (Microsoft SQL, Apache, Plone, Zope, Macromedia Suite); and graphic design, applications (Adobe Suite, QuarkXpress, PageMaker, 3D Studio Mas, Premiere, After- Effects). The RCWDs should demonstrate experience with back-end applications in both Windows and Linux sever/workstation environments, as well as research, data collection, and analysis, and technical writing.

RESOURCE CENTER EVALUATION/EDUCATIONAL SPECIALIST (1FTE) - 100%: The Evaluation/Educational Specialist (ES) should have a Master's degree in educational evaluation methods or comparable social science methodology from an accredited institution of higher learning and have at least seven years experience in evaluation programs, projects, and initiatives. Additionally, the ES should have significant coursework and /or experience in educational issues related to adult education and at-risk youth. The ES

should have experience in designing and implementing evaluation plans, conducting survey research, and quantitative and qualitative research methods. The ES must be knowledgeable and remain current in major educational trends and provide consultation and educational program planning and management services to a large educational/vocational youth training organization. The ES should demonstrate strong facilitation skills, as well as have excellent communication skills, both orally and in writing.

RESOURCE CENTER PROJECTS COORDINATOR (1 FTE) - 100%: The Resource Center Projects Coordinator (RCPC) must have a Bachelor's degree from an accredited institution of higher learning and have at least three years experience in public policy research and evaluation. The RCPC should demonstrate experience in planning and arranging conferences, meetings, and training sessions. The RCPC should demonstrate strong customer relations skills as well as experience in providing support for senior level staff. The RCPC should also demonstrate experience in producing reports for audiences of varying knowledge levels, and have strong writing and editing skills. The RCPC should demonstrate proficiency in MS Access, Word, Excel, and PowerPoint. This position is stationed in the National Office of Job Corps.

HEALTH SUPPORT CONTRACT STAFFING

	TOTAL HOURS	HOURS PER WEEK	FTE
Project Director	1040	20	1 FTE
Project Manager	2080	40	1 FTE
Health Analyst	2080	40	1 FTE
Health Analyst	2080	40	1 FTE
Disability Coordinator	2080	40	1 FTE
Disability Specialist	1040	20	.5 FTE
Web Coordinator	2080	40	1 FTE
Health Data Analyst	2080	40	1 FTE
Trip Report Coordinator	2080	40	1 FTE
Regional Nurses	8320	160	4 FTE
Project Manager (JCCDRC)	2080	40	1 FTE
Web Developer (JCCDRC)	2080	40	1 FTE
Web Developer (JCCDRC)	2080	40	1 FTE
Evaluation/Educational Specialist (JCCDRC)	2080	40	1 FTE
Projects Coordinator (JCCDRC)	2080	40	1 FTE
CONSULTANTS			
Regional Medical Consultants	2080	40	1 FTE
Regional Mental Health Consultants	5200	100	2.5 FTE
Regional Dental Consultants	1040	20	.5 FTE
Principal Medical Consultant	832	16	.4 FTE
Principal Mental Health Consultant	832	16	.4 FTE
Principal Dental Consultant	832	16	.4 FTE
TOTAL			22.7 FTE

L.9 REQUEST FOR CLARIFICATION (RFC)

All Requests for Clarification (RFC) must be received no later than 5:00 p.m. local time, September 17, 2004.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Vera Montague at montague.vera@dol.gov. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (<http://www.doleta.gov/sga/rfp.cfm>).

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD (BEST VALUE)

The Government intends to evaluate proposals using a two-step methodology. The first step will involve the evaluation of the offeror's INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS, TECHNICAL APPROACH, UNDERSTANDING, LETTERS OF INTENT (PRESENTERS), AND PRICE (evaluation factors A, B, E, F, and G) listed below). Based on these evaluations, a competitive range will be established.

The second step will involve evaluation of CONTRACTOR'S PAST PERFORMANCE of each offeror within the Competitive Range. Past Performance will be evaluated in accordance with Section L.7 of the solicitation and evaluation factor D listed below. The second step will also involve evaluation of an ORAL PRESENTATION presented by each of the offerors within the Competitive Range. Evaluation of oral presentations will consist of the offeror's CAPABILITY TO PERFORM THE WORK (evaluation factor C listed below). Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

A cost realism analysis and a Field Pricing Review will be performed for all technically acceptable offerors. Contract award will be based on the combined evaluations of the Individual Staff Experience and Qualifications, Technical Approach, Contractor's Capability to Perform the Work, Contractor's Past Performance, Understanding, Letters of Intent (Presenters), and Price. The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is determined to provide the "best value" to the Government, which may not necessarily be the proposals offering the lowest cost nor receiving the highest technical score. It should be noted that cost is not a numerically weighted factor.

Although non-cost factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive offers (proposals). The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

When the offerors within the competitive range are considered essentially equal in terms of technical, past performance and other non-cost factors (if any), or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/non-cost trade offs will be made, and the extent to which one may be sacrificed for the other if governed only by the tests of rationality and consistency with the established factors.

Prospective contractors are advised that the selection of a contractor for contract award is to be made, after a careful evaluation of the offers (proposals) received, by a panel of specialists chosen by DOL/ETA. Each panelist will evaluate the proposals for technical acceptability using a range of scores assigned to each factor. The factors are presented in the order of emphasis that they will receive (i.e., Factor A has the greatest weight, Factor B the second greatest weight, etc.). The scores will then be averaged to select a contractor for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

M.2 EVALUATION CRITERIA**A. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (80 points)**

Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned.

Proposals shall include:

Modified resumes for all key personnel, with information that will make it possible for reviewers to determine if the criteria have been met. An example of part of the modified resume is included in Appendix B to this solicitation. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:

- Proposed title/position(s), component or task of the evaluation in which these will be performed, functional role(s), activities, number of hours and percentage (of 10,400 hour) for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed.
- Current employment status, title, and the activities or projects on which the individual is currently working;
- Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.

PLEASE BE ADVISED THAT OFFERORS WILL BE EVALUATED UNDER THIS FACTOR BASED ON THE FOLLOWING:

- 1) Information on all key professional personnel is supplied in the modified resume format.
- 2) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Project Director (PD) should have a Master's Degree from an accredited institution of higher education and have at least seven years experience in managing projects of similar size and purpose. The Project Director should demonstrate experience in planning, developing, managing, and evaluating overall program activities and directing subordinate managers and staff. The Project Director should also demonstrate experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends and changes in technology, as well as ensuring the financial and technical success of projects. The PD must be able to assist large educational/vocational youth training programs in developing, implementing, and continuously improving health and wellness programs. The PD should demonstrate strong facilitation skills, and have excellent communication skills.
- 3) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Project Manager (PM) must have Master of Public Health (MPH) from an accredited institution of higher education and have at least five years experience of project management experience. The PM should demonstrate experience in strategic planning, continuous quality improvement, and adolescent health and wellness issues (including medical, mental health, oral health, accommodation of persons with disabilities, substance abuse and prevention, and health education). The PM should also demonstrate experience in health and wellness policy development and analysis, conference management, and Web-based materials development. The PM should demonstrate strong facilitation skills, as well as have excellent communications skills, both orally and in writing.
- 4) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Health Analysts (HAs) must have a master's degree in public health, health administration, or health education from an accredited institution of higher learning and have at least three years experience of management experience. The HAs should demonstrate:

- a. Knowledge of adolescent health and wellness programs and issues (including medical, mental health, oral health, accommodation of person with disabilities, substance abuse and prevention, and health education) in health and wellness materials.
- b. Managing and coordinating field activities with health professionals, and
- c. Providing training and technical assistance to health professionals.

The HAs should also demonstrate experience in research, data collection and analysis, conference logistics, and have strong communication skills, both orally and in writing.

- 5) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Disability Coordinator (DC) must have a Master's degree in a policy or disability-related field from an accredited institution of higher learning and have at least three years experience in providing, designing, developing, evaluating, and monitoring disability programming for adolescent population. The DC should have knowledge of disability legislation, regulations, and guidelines (ADA, Section 504 of the Rehabilitation of 1973, ADA Accessibility Guidelines, Architectural Barriers Act, Uniform Accessibility Standards) and in depth understanding of accommodation and accessibility issues necessary to implement effective practices in a residential educational and training environment. The DC should also demonstrate experience in developing and conducting training events/presentations, maintaining continuous quality improvement systems, providing technical assistance on disability related issues, and developing print and Web-based technical and educational materials. The DC should have knowledge of adolescent health and wellness issues and demonstrate experience in research, data collection and analysis, and have strong communication skills, both orally and in writing.
- 6) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Disability Specialist (DS) should have a Bachelor's degree in a health professional and/or educational field from an accredited institution of higher education and have at least three years experience in policy/program development and evaluation. The DS should demonstrate experience in continuous quality improvement, program evaluation, policy development and analysis, as well as knowledge of disability programs and issues. The DS should also demonstrate experience in developing and conducting training/presentations, technical writing, and materials development. The DS should possess knowledge of adolescent health and wellness issues and must have strong communication skills, both orally and in writing.
- 7) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Web Coordinator (WC) must have at least three years experience designing and developing Section 508/WIA3 compliant Web-based applications. The WC should demonstrate innovative approaches for creating and implementing Web applications and sites designed to support wellness medical, mental health, and dental professionals who provide health and wellness services and education to at risk students. The WC should demonstrate experience with programming languages (HTML, ASP.net), development tools (Macromedia Suite, Microsoft), and graphic design applications (Adobe Suite), as well as monitoring Web site usage and producing Web analysis reports. The WC should also continuously be attuned to customer needs, market trends, and changes in technology.
- 8) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Health Data Analyst (HDA) must have a Bachelor's degree from an accredited institution of higher education and at least three years experience. The HDA should demonstrate experience in data management (collection, verification, entry, analysis and reporting) survey design, program evaluation, user technical assistance, and training. The HDA should demonstrate proficiency in MS Access, Word, Excel, PowerPoint, SQL, and experience with Web-based tools and data collection solutions. The HDA must have strong communication skills, both orally and in writing.

- 9) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Regional Nurses must be licensed registered nurses and should have a Nursing Degree from an accredited institution of higher education with at least three years experience in monitoring the effectiveness of health care delivery operations. Regional Nurses should demonstrate experience in program evaluation/assessment, quality and compliance assessment techniques, medical records review, and knowledge of health care delivery systems and adolescent health and wellness issues. Regional Nurses should demonstrate experience with at-risk youth, community- based programs, and is familiar with ADA, HIPAA and Privacy Act requirements. Regional Nurses should also demonstrate experience in technical assistance, staff training, technical writing and materials development, and must have strong communication skills, both orally and in writing.
- 10) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Resource Center Project Manager (RCPM) must have a Bachelor's degree from an accredited institution of higher education and have at least three years managing large-scale web projects. The RCPM should demonstrate experience in the full life cycle of Web-based educational products including strategic planning, program evaluation, needs assessment, development production, continuous quality improvement, and training and technical assistance. The RCPM should demonstrate innovative approaches for creating and implementing web applications and sites designed to support staff and students involved in education and training of at-risk youth. The RCPM must have a minimum of five years technical experience managing the full life-cycle of Section 508/WIA3 compliant education/training Web products that utilize Macromedia Suite, Coldfusion, ASP.net, Microsoft SQL Server, ASP.NET/VB.NET, Plone, and Zope, in both Windows and Linux server environments. The RCPM should also demonstrate experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends, and changes in technology. The RCPM should have the development of marketing/training materials and presentations. The RCPM should demonstrate strong facilitation skills, as well as have excellent communication skills, both oral and writing.
- 11) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Resource Center Web Developers (RCWDs) should have a Bachelor's degree in technology from an accredited institution of higher education. The RCWDs should demonstrate experience implementing instructional design through educational technologies, as well as supporting ancillary materials designed for diverse audiences. The RCWDs must have at least three years experience designing and developing Section 508/WIA3 compliant Web-based, multimedia applications, and computer-based training. The RCWDs should demonstrate experience with programming languages (JavaScript, HTML, ActionScript, Visual Basic, Python); database and development tools (Microsoft SQL, Apache, Plone, Zope, Macromedia Suite);and graphic design, applications (Adobe Suite, QuarkXpress, PageMaker, 3D Studio Mas, Premiere, After- Effects). The RCWDs should demonstrate experience with back-end applications in both Windows and Linux sever/workstation environments, as well as research, data collection, and analysis, and technical writing.
- 12) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Evaluation/Educational Specialist (ES) should have a Master's degree in educational evaluation methods or comparable social science methodology from an accredited institution of higher learning and have at least seven years experience in evaluation programs, projects, and initiatives. Additionally, the ES should have significant coursework and /or experience in educational issues related to adult education and at-risk youth. The ES should have experience in designing and implementing evaluation plans, conducting survey research, and quantitative and qualitative research methods. The ES must be knowledgeable and remain current in major educational trends and provide consultation and educational program planning and management

services to a large educational/vocational youth training organization. The ES should demonstrate strong facilitation skills, as well as have excellent communication skills, both orally and in writing.

- 13) The experience and qualifications of the proposed Project Director and the amount of time committed project. The Resource Center Projects Coordinator (RCPC) must have a Bachelor's degree from an accredited institution of higher learning and have at least three years experience in public policy research and evaluation. The RCPC should demonstrate experience in planning and arranging conferences, meetings, and training sessions. The RCPC should demonstrate strong customer relations skills as well as experience in providing support for senior level staff. The RCPC should also demonstrate experience in producing reports for audiences of varying knowledge levels, and have strong writing and editing skills. The RCPC should demonstrate proficiency in MS Access, Word, Excel, and PowerPoint. This position is stationed in the National Office of Job Corps.
- 14) The adequacy of the time commitment of all personnel assigned to the project, according to each task and sub-task (the number of hours per year that each individual will devote to each aspect of the project). It is expected that the Project Director(s) will devote a minimum of 40% of time; the Principal Investigator(s) a total of 30% of time; and Task Leaders, 20% of their time per task (as identified in the organizational plan). If an individual is performing more than one function or leading more than one task, the time commitment should be commensurate (i.e., 40% for two tasks, etc.). Where an individual is performing multiple tasks but time is not fully additive to the requirements noted here, a full explanation must be provided for a lesser amount of time. Where needed, time commitments far above the minimum should be identified. When leadership roles are shared among two or more individuals, the combined time commitment may equal the minimum.
- 15) **Loading charts** showing the number and percentage of hours for each staff for the total duration of the project, staff time for the base year (based on a year of 2,080 hours) and staff time by task or project subpart.
- 16) **Signed letters of intent** for all professional staff, including consultants (and excluding clerical staff) with a countersignature from the contractor/offeror. Letters of intent provided for each professional personnel, including employees, contractors or contingency hires (defined as person not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for the number of hours stated in the proposal.

B. TECHNICAL APPROACH (45 Points)

The proposal should provide a detailed technical approach that includes:

- 1) A list of ways to support the primary objective of the Health and Wellness program.
- 2) A plan for developing a model health and wellness program using the wellness philosophy.
- 3) A plan for supporting the web-based SIR system including security and disaster recovery.
- 4) A plan for support of the JCCDRC and the health Website.
- 5) A table showing the level of effort and staffing for each task and sub-task within the technical approach.

The reasonableness of the technical approach and its likelihood of achieving the goals of the evaluation will be considered.

PLEASE NOTE: Offerors will be evaluated under this criterion on items 1-5 listed above.

C. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (30 points)

The Government will evaluate each offeror's capability to perform the contract on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the government will consider an offeror's: (1) knowledge of the content of the work in terms of constituent activities, their inputs and outputs, and their interrelationships and interdependencies (See Section L.6 (5b)); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.6 (5c)); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.6 (5d)); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.6 (5e)); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.6(5f)).

D. CONTRACTOR'S PAST PERFORMANCE (25 Points)

Past performance shall include evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts (Federal, State and local government, and private) for efforts similar to the Government requirement. Offerors will be provided the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Offerors shall provide information on problems encountered on the identified contracts and the offerors' corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The contracting officer shall determine the relevance of similar past performance information. Offerors shall submit past performance information regarding predecessor companies, key and subcontractors that will perform major or critical aspects of the requirement. Offerors without relevant past performance history or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. In this instance the offeror would receive a neutral score.

E. UNDERSTANDING (20 Points)

The proposal should provide clear evidence of the offeror's knowledge and understanding of:

- (1) The Job Corps goals and the Career Development Service System (CDSS)
- (2) How Health and Wellness plays an integral part of CDSS and how Health and Wellness is an integral part of the center.
- (3) The Health and Wellness philosophy and goals

PLEASE NOTE: Offerors will be evaluated under this criterion based on item 1-3 listed above.

F. LETTERS OF INTENT - PRESENTERS (10 Points)

Offerors are required to submit Letters of Intent for the five (5) presenters participating in the oral presentation (excluding observers). These Letters of Intent should include the presenters position/title for the project and state if they are employees of the prime contractor or subcontractor. The Letters of Intent must be binding signed by the employee and the employer of the firm.

G. PRICE (0 Points)

Cost Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be to (a) verify the offeror's understanding of the requirement; (b) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the services for the offered price/cost; and (c) assess the degree to

which the cost reflected in the cost/price proposal accurately represents the work effort included in the technical offer (proposal).

M.3 DETERMINING BEST OVERALL VALUE

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the Contracting Officer will consider that offeror to represent the better overall value. If the offeror with the higher expected value has the higher price, then the Contracting Officer will decide whether the difference in expected value is worth the difference in price. If the Contracting Officer decides that it is, then they will consider the offeror with the higher technical score and the higher price to represent the better overall value. If not, then the Contracting Officer will consider the offeror(s) with the lower technical score and the lower price to represent the better value. The Contracting Officer will continue to make paired comparisons in this way until they have identified the best overall value. Please be advised that in the event that the offerors within the competitive range are essentially technically equal in terms of technical, past performance other non-cost factors, and price, the Government reserves the right to award multiple contracts under this solicitation.

Pursuant to FAR Subpart 52.215-1 Instructions to Offerors - Competitive Acquisition, the Contracting Officer reserves the right to award without discussion to the source(s) whose offer is the most advantageous to the Government, price and other factors considered.

Appendix A

Example of a Modified Resume:

Plato Jones
Ideal Research Associates
Ether, CO

Proposed Position(s) in UI Evaluation: Task Leader and Team Member

Position # 1:

Proposed title: Task Leader
Task Area: UI Reciprocity Study
Functional role: Leader, coordinator and analyst
Activities: Will provide direction and coordinate team of researchers, communicate with Project Director, analyze data on non-filers, and be part of writing and editorial team producing interim report
Time Commitment Over 5-Years: 2,080 hours, or 20% of 10,400

Position # 2

Proposed Title: Team Member
Task Area: Final Synthesis Paper
Functional Role: Analyst and Writer
Activities: Will review other components of project and as part of a team will write and edit section on UI reciprocity and its implications for future research. Will also edit and review other sections of the report.
Time Commitment Over 5 years: 520 hours, or 5 percent of 10,400

Total Time Commitment Over 5 years: 2,600 or 25% of 10,400

Relationship to Proposer Organization: Member of subcontractor organization

Current Title and Role: Senior Research Analyst, Project Manager

Current Work/Projects: CO UI studies on...

Experience:

September 03 to Present - Project Director, Social Science Research Section, Ideal Research; coordinates with all team members, manages development of site visit protocol etc.
Aug 1999-Sept. 03 - Senior Analyst at Ideal Research

Papers:

Jones, Plato and Troy, Helen, UI in the Mountains: Shifts in reciprocity during off-peak seasons, 1999, Principal Author

Jones, Plato and Smith, Aristotle, Is Empiricism Dead or Just Sleeping?, 1994, Contributed to literature search.

Education: (as per typical resume).....

Awards: (as per typical resume)