

TITLE: Pre-Termination and Post-Termination Support to Job Corps

The US Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to provide a wide range of center and/or post-center career transition support services for all eligible Job Corps students. The contractor shall assist eligible students in nurturing and maintaining long-term attachment to the labor market or further educational opportunities and training.

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://wdsc.doleta.gov/sga/rfp.asp>

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

Solicitation Number:	RFP-DCS-04-03
Issue Date:	January 22, 2004
Due Date:	03/05/2004
Time:	2:00 p.m.
Program Office:	OJC
Contracting Officer:	Keith A. Bond
Contact Point:	Jennifer A. Snook
Phone:	(202) 693-3310
Fax:	(202) 693-2965
E-Mail:	snook.jennifer@dol.gov
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):

Sections B, C, F, L, and M

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 RFP-DCS-04-03	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED January 22, 2004	6. REQUISITION/PURCHASE NUMBER 04-019/JAS	
7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room N-5425 Washington DC 20210		CODE	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 L.9 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. local time 03/05/2004
(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 Jennifer A. Snook	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (202) 693-3310	C. E-MAIL ADDRESS snook.jennifer@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 (%)
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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. 202-693-3310		<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 \$.00	21. ACCOUNTING AND APPROPRIATION N/A	
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) U.S. Department of Labor, ETA Division of Contract Services 200 Constitution Avenue, NW Room N-5425 Washington DC 20210		25. PAYMENT WILL BE MADE BY U.S. Department of Labor, ETA/OC Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) KEITH A. Bond Contracting Officer		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: "Pre-Termination and Post-Termination Support to Job Corps"

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to provide a wide range of center and/or post-center career transition support services for all eligible Job Corps students. The contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training.

Solicitation No. is RFP-DCS-04-03.

This requirement is an unrestricted procurement. Offerors, please be advised that this procurement includes a mandatory requirement to subcontract 25% of the entire contract dollar value each year to small businesses. Of the amount subcontracted, 70-80% must be subcontracted to small businesses, 15-20% to small disadvantaged businesses, 10-15% to woman-owned small businesses, and at least 3% each to HUBZone, veteran-owned, and service disabled veteran-owned businesses.

Please be advised that offerors submitting proposals under this solicitation should submit a Small Business subcontracting plan pursuant to FAR 52-219-9. Offerors who fail to include a subcontracting plan in their proposal may be determined technically unacceptable and eliminated from the competition.

The period of performance will be twelve (12) months from the date of contract execution plus four 1-year options to be exercised at the Government's discretion.

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

A cost reimbursement plus fixed fee type of contract is contemplated being awarded under this solicitation.

The incumbent contractor under this solicitation is the following:

Women in Community Service of Virginia, under Contract No. E-7402-9-00-82-30. The contract was awarded on April 1, 1999, in the amount of \$2,662,470. The total amount awarded under this contract was, \$15,518,678, inclusive of options.

THE RECEIPT OF PROPOSAL DATE IS MARCH 5, 2004, 2:00 PM LOCAL TIME.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN FEBRUARY 6, 2004, 5:00 P.M. LOCAL TIME.

Only electronic submission of requests will be accepted. They shall be submitted to Jennifer Snook at snook.jennifer@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 the RFC raises an issue of significant importance, the Government will respond electronically.

The Government will not provide any information concerning requests for clarification in response to telephone calls from offerors. All requests will be answered electronically and provided to all offerors at the DOL/ETA internet site, <http://wdsc.doleta.gov/sga/rfp.asp>.

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 GENERAL****Introduction**

Job Corps is a national residential training and employment program administered by the Department of Labor, Employment & Training Administration, to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

Background

The Workforce Investment Act (WIA) requires the Job Corps program to implement a number of operational and administrative changes to achieve long-term labor market attachment for its students at sustainable wages. Included among these changes is the provision of continued service to graduates, including providing counseling regarding the workplace for up to one year after the date of initial placement. Job Corps has met the requirement by developing a system-wide approach to career development. This approach, the Career Development Services System (CDSS), is the primary vehicle that all regions and centers will use to ensure that Job Corps graduates and former enrollees receive the required services.

C.2 PROGRAM CONTENT

The contractor shall provide a wide range of center and/or post-center career transition support services for all eligible students as identified in the project tasks.

The contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:

- Providing personalized career transition services;
- Providing students with access to services that support successful transition;
- Identifying and making referrals to suitable employment or educational opportunities, as indicated;
- Providing on-going counseling and support to resolve job-related issues and to support job retention; and
- Addressing urgent needs including contingency housing, childcare, health services, social services, legal services and transportation.

The contractor will establish an effective Volunteer Program. Through a nationwide network of volunteers in both urban and rural areas, the contractor will provide transitional support services, including mentoring, which will enable separating students to make a successful transition from center life to the community and work force. Additionally, using its broad volunteer field network, the contractor will promote community connections to encourage applicant referrals and to enhance community knowledge and support of the Job Corps program.

The contractor will select and train volunteers in each community who:

- Show understanding of, and a commitment to, the mission of Job Corps;
- Demonstrate the ability to interact effectively with young adults, community members, and local leaders;

- Are knowledgeable of workforce and community issues and community resources;
- Act as goodwill ambassadors for Job Corps to promote awareness and engender support for the mission of Job Corps among the public, employers and community leaders; and
- Identify, establish and maintain linkages with organizations that provide support resources which will enable separating students to transition successfully to the community and workforce.

Tasks identified in the Statement of Work (SOW) will be carried out, in accordance with Job Corps regional CDSS plans that have incorporated specific tasks identified within this SOW, as part of a comprehensive array of services provided to former enrollees and/or graduates. Each region has developed its CDSS program. Within some regions, programs vary by centers. For information purposes, an attachment has been included containing examples of transitional support services that are commonly needed. Job Corps reserves the right to modify these tasks if necessary.

The contractor shall provide all necessary administrative and training personnel, services, administrative facilities and materials, staff travel and subsistence required to accomplish the work described in this statement and in accordance with Title I, Subtitle C of the WIA Act of 1998, implementing regulations; the Job Corps Policy and Requirements Handbook (PRH) available at <http://jweb.jobcorps.org:7108/>; other instructions and policy issuances; the Career Development Services System (CDSS); and, appropriate regional and/or center operators.

In those regions where the contractor has placement responsibilities, the contractor will adhere to Job Corps' guidelines for documenting and reporting placements as cited in PRH 4.5. The contractor's performance shall be measured against the goals established by each Regional Director of Job Corps. Furthermore, the contractor will be held accountable for all applicable Outcome Measurement Standards (OMS) and performance goals.

C.3 PROJECT TASKS

To accommodate the variety of activities and for the purpose of this contract statement of work, each region's activities will be referred to as a task. Thus, the contractor's activities in the Boston region will be listed under Task 1, the New York activities under Task 2, etc. The contractor shall carry out, but is not limited to, the following tasks assigned by the Job Corps National and Regional Offices:

Task 1 – Boston Region

Total Staffing:	4.5 FTEs
Regional Office:	4.5 FTEs

The following statement of work specifies the contractor duties and activities of the Region 1 – Boston Office in connection with Career Transition Services provided to Graduates and Former Enrollees of the Job Corps Program. The contractor will work directly with the regional OA/CTS contractor (Del-Jen, Inc.), and the Region 1 – Boston Office of Job Corps will assign a Regional Government Authorized Representative (GAR) to monitor these activities.

The contractor will provide career development, career placement and support services to Job Corps graduates and former enrollees as defined by the Region 1-Boston Career Development Services System (CDSS) plan and Memorandum of Understanding with Del-Jen, Inc. The contractor will work in conjunction with all other regional contractors to provide comprehensive services to former Job Corps students during the Career Transition Period.

Staffing

Regional Director (1 FTE) – employee management, program oversight and development, training, evaluation and volunteer management

Career Development Field Coordinator (1 FTE) – case management of graduate Career Development Field Coordination program, job development, volunteer management

Career Development Specialist (1 FTE) – case management of graduate and former enrollee post-center services program

Program Specialist (1.5 FTEs) - case management of CTS pilot program

Graduate Services

The contractor will provide career development, career placement and support services to students assigned through Del-Jen (approximately 33% of the Job Corps graduates returning to the Greater Boston area). The contractor will continue to follow-up with these students for one (1) year following placement. Graduates will be eligible for career development, career placement, and support services from the contractor for one year from their initial date of placement. The services can include follow-up career development, career re-placement and additional support services. All services to graduates will be provided by the contractor's Career Development Field Coordinator (CDFC) and Career Development Specialist in the regional office located in Boston, Massachusetts.

Graduates will be referred by Del-Jen, Inc. as they terminate from the Job Corps program. Del-Jen will be responsible for all administrative processing of paperwork related to the contractor's Career Development Field Coordination program including, but not limited to, providing accurate student referral information, coordination of student transition monies, and reporting placement information to the Job Corps Data Center.

In addition to the comprehensive career development and support services currently being provided, the contractor will establish a Career Development Resource Center located in the regional office where former Job Corps students can participate in individual planning sessions with staff and volunteers, participate in employability and independent living skill building workshops, and take advantage of the resources housed in the center for job search and identification of available community resources. The contractor's CDFC is also responsible for training and supervision of interns and volunteers working with graduates and all job development activities related to the Career Development Field Coordination program.

Former Enrollee Services

The contractor will provide initial placement services to former enrollees assigned through Del-Jen (approximately 33% of former enrollees returning to the Greater Boston area). Former enrollees who have completed over 60 days of the Job Corps program but are unable to complete their training program are eligible for initial placement services for up to 90 days.

Services to former enrollees will be provided by the contractor's Career Development Specialist in the Boston, Massachusetts regional office. Former enrollees will be referred from Del-Jen, Inc. as they terminate from the Job Corps program. Del-Jen will be responsible for all administrative processing of paperwork related to the contractor's former enrollee program including, but not limited to, providing accurate student referral information, coordination of remaining student monies, and reporting placement information to the Job Corps Data Center.

Volunteer Program

The contractor will establish an effective Volunteer Program. Volunteers will support the contractor's regional programming by working directly with youth on both the former enrollee and graduate caseloads, assisting with career development and support services. Volunteers also support the regional program through workshop facilitation, job development and resource expansion.

Program Outcomes

The goal for initial placement of assigned graduates, under the contractor's Career Development Field Coordination program is 95%. To measure graduate's long-term attachment to the workforce, the goal is that 80% of those graduates will continue to be placed at 6 and 12 months after initial placement.

The performance goal for the contractor's former enrollee program is placement of 70% of former enrollees into verified, approved education, employment, or military placements.

The contractor will evaluate its services based on the following:

- Monthly collection of data regarding graduate contacts, career development and support services, placements, resource development, and volunteer involvement;
- Quarterly surveys of Job Corps students, Job Corps staff and the contractor's volunteers; and
- Monthly interviews of students and volunteers.

The contractor will participate in Job Corps' evaluation efforts as requested.

This information will be reported to the Job Corps Regional Director and the Government Authorized Representative (GAR) through monthly reports and quarterly survey reports.

Quality Standards

- Programs and services are designed from a youth development approach. They engage youth in their own development, focus on the assets and strengths youth bring, and employ a variety of methods to suit the individual needs of each youth.
 - **Indicators** = youth satisfaction with services, youth maintaining ongoing contact with contractor, variety of services and approaches.
- The contractor will work with each referred student to resolve their need(s) as indicated by the referral source. Volunteers and staff build ongoing relationships and provide service that is long-term.
 - **Indicators** = average length of service to youth, average number of contacts per youth per month.
- The contractor will encourage students to utilize the assets gained from their Job Corps experience. Services address a full range of barriers and challenges to success. Services are focused on helping youth learn to assess their own needs, research solutions, and make positive choices.
 - **Indicators** = average number of issues identified per youth, average number of issues resolved per youth.

PILOT PROJECT

The contractor will also develop a model Career Transitional Services (CTS) Pilot for 50 female Job Corps students interested in entering nontraditional occupations. The pilot will be conducted over a 2-year period at a center to be designated. The objective of the pilot is to increase the number of female students entering Job Corps' nontraditional trades; increase measurable retention of female students on center *and* long term attachment to the workforce; fostering new partnerships within public & private sectors; establish best practices model for women and non-traditional occupations; and placements resulting in long term attachment to the workforce

Sixty days after contract award, the contractor will develop a comprehensive operating plan for the pilot program that will demonstrate the efficient and effective delivery of career transition services. The plan will be submitted to the National Office's Contracting Officer Technical Representative (COTR) for approval.

In accordance with the PRH and Career Development Service System (CDSS), the implementation of the pilot program will involve the four CDSS phases:

Outreach and Admissions

In collaboration with Job Corps center staff and the associated Outreach and Admissions offices, the contractor will assist in developing recruitment strategies that will target female candidates for the pilot.

Career Preparation Period

During the first few weeks on center, the contractor will expose all students to nontraditional trades through orientation workshops in cooperation with the center's *Introduction to Center Life* and CPP process. Female students selecting a nontraditional trade will become part of the Contractor's caseload (NTE 50 students) and each student will be involved in a peer-to-peer mentoring program as a student supportive measure. The contractor will provide mentors for the students during this phase and throughout their training and post training experience.

Career Development Period

The contractor will develop a seamless process of case management for each woman from the point of enrollment. Mentors will be assigned both individually and to groups of female students based on their initial assessment and the contractor will provide ongoing support to the students throughout their vocational training. The ongoing support will include but not limited to conflict management, life and career planning and well as employability and independent living skills. Additionally, the contractor will work closely with center staff, particularly vocational instructors, to ensure seamless support.

Career Transition Period

Participants in the pilot program will be offered a variety of career transition services in support of individual assessments and, their Personal Career Development Plan (PCDP). The contractor will place participants in work-based learning sites and provide intensive mentoring and transition services to assist with post-graduation activity in appropriate career opportunities that will serve as Job-Training-Match (JTM) placements.

At a minimum, the CTS program shall consist of:

Career Transition Services for Female Graduates: The contractor shall provide assessments, placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout CTS service period to ensure that the graduate remains connected to the labor market following separation. Follow up and continued support services for one year after placement. The contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.

Career Transition Services for Female Former Enrollees: The contractor shall maintain contact with eligible separated former enrollees during the service period until initial placement to identify job leads and provide referrals, as specified in PRH 4.4.

Female graduates or former enrollees seeking a nontraditional occupation may be referred to the contractor's placement office location for services. These participants will be considered a part of the contractor's caseload.

Program Evaluation

The contractor shall establish a uniform system for documenting, verifying and reporting Career Transition Services, using the criteria in PRH 4.5. During the entire pilot program, the contractor will utilize a method for tracking and evaluating the impact of this project. At the conclusion of the pilot project the contractor will provide a final report that will include the following to the COTR and the Boston Regional Office:

- Compare the number of female graduates enrolled in Job Corps trades programs pre and post the pilot project;
- Survey youth and adult partners to determine the value of the training (how they were able to utilize skills, knowledge and experience gained) and the impact on retention and long-term attachment of female students in the program and utilize findings to support or enhance the program process and format;
- Engage the employer advisory group to assess the appropriateness of the training delivery and content of the pilot program;
- Perform a follow-up survey to employers, placement sites and national training contractors to determine their satisfaction with the Pilot program coordinators and student placement activity; and
- Develop a best-practices and lessons-learned document that can serve as a model, guide, and training resource for Job Corps center staff across the nation.

Task 2 – New York Region

Total Staffing: **4.5 FTEs**
Regional Office: **2.0 FTEs**
Center Staff: **2.5 FTEs**

The New York Region center operators and contractor will address in the MOU's provisions of transitional support services to graduates. Services to graduates will be provided by the network of volunteers in the field and coordinated by the CDSS managers on centers and the contractor's Regional Office staff. The center operators will be responsible for evaluating the volunteer and the regional contractor's services on a quarterly basis (Attachments 3 and 4). The contractor's regional staff will provide the Regional Office of Job Corps with an updated list of volunteers on a quarterly basis.

Field volunteers will provide support services to selected graduates. The graduates will be selected by CDSS managers.

Goals:

On as-needed basis as requested by CDSS managers but no more than 50% of each center's graduates in Region I New York. (Attachment 2 provides graduate goals by center.)

The regional staff will maintain current tasks including but not limited to:

- Supervision of programs which include volunteer services, prep programs, and transitional services provided to New York Region students;
- Development of Memorandum of Understanding with each New York Region center;
- Coordination of selected graduate caseload between CDSS managers and volunteers:
 - Maintaining Job Corps automated CDSS case notes;
 - Supervision of the contractor's staff;
 - Management of budget;
 - Monitoring of outcome data in relation to target outcomes;
 - Reporting;
 - Initiation of corrective action plans based on performance indicators;
 - Initiation of volunteer outreach;
 - Fund development;
 - Community relations, and maintaining close ties with center on-center CDSS managers, program direction and center operators.

To promote consolidation of services, the New York Regional Office will accommodate the contractor's regional staff at the CDSS One Stop located in the Brooklyn Job Corps Academy.

The Regional Director may review progress of the contractor's contracts, at which point the statement of work may be further modified.

Attachment II

**GRADUATES AND FORMER ENROLLEES BY CENTER
IN THE NEW YORK REGION**

Table provided for reference by contractor volunteers

Revised 12/20/00 to include 60% graduate rate

CENTER	# OF GRADUATES/YR	# OF ELIGIBLE FORMER ENROLLEES/YR
ARECIBO	187	78
BARRANQUITAS	243	101
CASSADAGA	253	105
DELAWARE VALLEY	371	154
EDISON	496	207
GLENMONT	318	133
IROQUOIS	239	99
ONEONTA	346	144
RAMEY	314	131
SOUTH BRONX	257	107
BROOKLYN ACADEMY	197	82
VIRGIN ISLANDS	<u>168</u>	<u>56</u>
Total:	3,389	1,397

* Graduate Rate Formula: $OBS \times 0.03 (AWTR) \times 52 \text{ weeks} \times 0.6 (\text{grad. rate})$

Eligible Former Enrollee Formula: $OBS \times 0.03 (AWTR) \times 52 \text{ weeks} \times 0.25 (\text{non-grad. rate})$

WORKFORCE PREPARATION & FORMER ENROLLEE PROGRAM

Quarterly Effectiveness Rating
For the quarter ending _____

() EXCEEDS EXPECTATIONS

Communication between the center and the on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor is exceeding expectations. Both parties collaborate effectively in terms of goals, policies, changes, and performance. Systems are in place and are followed regarding placement, record keeping, reporting, and verification in accordance with center procedures. The memorandum of understanding between the center operator and the contractor has been fully implemented. The center is exceeding expectations as to student performance outcomes relating to former enrollees. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor works very well with students and other center personnel. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist is professional and is an outstanding role model.

() MEETS EXPECTATIONS

Communication between the center and the on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor is meeting expectations. Both parties collaborate on a regular basis in terms of goals, policies, changes, and performance. Systems are in place and are generally followed regarding placement, record keeping, reporting and verification in accordance with center procedures. The memorandum of understanding between the center operator and the contractor has been mostly implemented. The center is meeting expectations as to student performance outcomes relating to former enrollees. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor works with students and other center personnel. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist serves as a good role model.

() NEEDS IMPROVEMENT

Communication between the center and the on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor needs improvement. Collaboration in terms of goals, policies, changes, and performance is infrequent. Systems are in place but are not followed in a consistent manner regarding placement, record keeping, reporting and verification in accordance with center procedures. The memorandum of understanding between the center operator and the contractor has not been implemented to the extent possible. The center needs improvement as to student performance outcomes relating to former enrollees. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist employed by the contractor does not work well with students and other center personnel. The on-center Workforce Preparation Specialist/Transitional Support Services Specialist could do a better job in serving as a role model.

At the end of each calendar quarter, center operators are asked to provide both the Job Corps Regional Office as well as the contractor with an effectiveness rating as to services provided. The rating assigned to the contractor must be either needs improvement, meets expectations or exceeds expectations. A written narrative, including number of students referred to the on-center Workforce Preparation Specialist/Transitional Support Services Specialist, as well as the actual number of students served during the reported period must be provided by the center operator when assigning a rating of either needs improvement or exceeds expectations.

Center Operator

Date

VOLUNTEER PROGRAM
Quarterly Effectiveness Rating
For the quarter ending _____

() EXCEEDS EXPECTATIONS

Communication between the center and the contractor regional office is exceeding expectations. Both parties collaborate effectively in terms of goals, policies, changes, and performance. Systems are in place and are followed regarding the assignment of volunteers and the reporting of information back to the center operator through the established CDSS application. The memorandum of understanding between the center operator and the contractor concerning volunteers for graduates has been fully implemented. Student performance outcomes are greatly enhanced as a result of this arrangement between the center operator and the contractor.

() MEETS EXPECTATIONS

Communication between the center and the contractor regional office is meeting expectations. Both parties collaborate on a regular basis in terms of goals, policies, changes, and performance. Systems are in place and are generally followed regarding the assignment of volunteers and the reporting of information back to the center operator through the established CDSS application. The memorandum of understanding between the center operator and the contractor concerning volunteers for graduates has been mostly implemented. Student performance outcomes are enhanced as a result of this arrangement between the center operator and the contractor.

() NEEDS IMPROVEMENT

Communication between the center and the contractor regional office needs improvement. Collaboration in terms of goals, policies, changes, and performance is infrequent. Systems are in place but are not followed on a consistent manner regarding the assignment of volunteers and the reporting of information back to the center operator through the established CDSS application. The memorandum of understanding between the center operator and the contractor concerning volunteers for graduates has not been implemented to the extent possible. Student performance outcomes are not enhanced as a result of this arrangement between the center operator and the contractor.

At the end of each calendar quarter, center operators are asked to provide both the Job Corps Regional Office as well as the contractor with an effectiveness rating as to services provided. The rating assigned to the contractor must be either needs improvement, meets expectations or exceeds expectations. A written narrative, including number of graduates referred to volunteers, as well as the actual number of students served during the reported period must be provided by the center operator when assigning a rating of either needs improvement or exceeds expectation.

Center Operator

Date

Task 3 – Philadelphia Region

Total Staffing: 1.0 FTEs
Regional Office: 0 FTEs
Center Staff: 1.0 FTE

Two (.5) contractor staff will provide special programming for the career preparation period, e.g., life skills classes, community service, workplace readiness classes, and help with pre-determination needs assessment. The two centers are Blue Ridge and Keystone. At each center, staff is expected to reach approximately the following number of students per month:

Blue Ridge JCC	.50
Keystone JCC	.50

Task 4 – Atlanta Region

Total Staffing: 8.5 FTEs
Regional Office: 3.0 FTEs
Center Staff: 5.5 FTEs (2 full-time and 7 half-time FTEs)

The Contractor will provide a comprehensive array of services to Job Corps students as defined by the Region's Career Development Services System/Plan (CDSS) and in alignment with each Job Corps center's CDSS Plan. The contractor will perform the following services, which may include, but are not limited to, the following:

- Pre-Separation Services to students while on center
- Post-Separation Services to students after leaving the center

Contractor will provide services based on needs of center, as agreed upon by CDSS Manager and contractor. Of nine centers that will be assigned to the contractor, two (2) will be full-time positions and seven (7) half-time positions. They will be expected to reach a specified number of students monthly to provide services. Final schedules will be determined by each Center Director and contractor. Centers are:

Atlanta JCC
Bamberg JCC
Batesville JCC
Gulfport JCC
Homestead JCC
Jacksonville JCC
Lyndon B. Johnson JCC
Memphis JCC
Mississippi JCC

On-Center Career Coach (C.C.) will conduct transitional needs assessments with new and departing students to identify transitional service needs ensuring that students separating from the program have the skills and resources needed to make a successful transition to the workforce. The C.C. will also perform the following duties:

- Assess student independent living and employability skills during orientation;
- Counsel and encourage students to complete Job Corps;
- Document students' transitional support needs;

- Counsel and assist students in developing a plan to meet transition needs;
- Advise students about the availability of volunteers to assist them upon their separation from Job Corps;
- Encourage long-term, ongoing and positive bonds with Job Corps and other support contractors for both pre- and post-separation approaches;
- Assist CDS Managers with non-graduates as specified by the Center Director;
- Assist centers with retention, social development and CDSS as specified by the Center Director.

Volunteer Mentors

- Mentors will serve as a local responsible adult who is committed to the students’ well-being.
- Mentors will assess the needs of students, listen actively, and help students define their problems.
- Mentors will work in consultation with the CDSS Manager to connect students with basic care and strategic service networks.
- Mentors will counsel informally, promote confidence and competence in students.

Regional CDSS Resource Center

The contractor’s regional office will maintain a region-wide database of civic organizations, community action agencies, and other human service organizations, designed to assist students with needed services.

Support Service Volunteer

A network and database will be maintained and coordinated by the contractor’s regional office. The volunteer network will deliver local support service volunteers for the Regional CDSS.

The volunteers will deliver local support services to centers and students in need. Services include emergency and transitional services.

The contractor will have four regional office staff (4 FTEs):

- Director
- Program Director Area 1
- Program Director Area 2, and
- Program Assistant

Task 5 – Chicago Region

Total Staffing: 8.5 FTEs
Regional Office: 3.0 FTEs
Center: 0 FTEs
State Staff: 5.5 FTEs

Contractor will provide a comprehensive array of services including region-wide transitional support services to Job Corps students as defined by the Region’s Career Development Services System/Plan (CDSS) and in alignment with each Job Corps center’s CDSS Plan. The contractor will perform these services, in accordance with center-specific Memorandums of Understanding, which may include, but are not limited to, providing Mentoring Services and Career Transition Services to Graduates and Former Enrollees.

The contractor will provide the following staff support:

Three full-time (FTEs) regional staff - Regional Director, Administrative Specialist, and Program Director. Their tasks will be to:

- Recruit, hire, train, and supervise all paid and unpaid staff;
- Assign mentors to graduates in coordination with Career Development Manager;
- Provide Career Transition Services, if applicable;
- Supervise monthly mentoring efforts and other career transition services efforts;
- Input mentoring data in the contractor's and CDSS databases;
- Document assistance and outcomes; and
- Submit monthly activity activities reports to Job Corps National Office and Regional Office.

The contractor will provide eight (8) State staff:

- Indiana coordinator (1 FTE)
- Michigan coordinator (1 FTE)
- Minnesota/Wisconsin coordinator (1 FTE)
- 5 part-time mentors: 1 – Indiana; 2 – Michigan; and 2 – Minnesota/Wisconsin

Service is providing mentoring service to graduates. The contractor will meet with youth initially and thereafter monthly as long as needed, not to exceed 12 months follow-up period after placement. The contractor is expected to serve approximately 81/month.

Task 6 – Dallas Region

Total Staffing: 4.5 FTEs
Regional Office: 1.5 FTEs
Center Staff: 3.0 FTEs

The contractor will provide placement services, on an as-needed basis, to former enrollees from six specified centers who have been on center 60 days or more. The contractor will perform these services as follows:

1. Provide half-time counselors, who will be called Former Enrollee Case Managers, at six specified centers - Laredo, Little Rock, North Texas, New Orleans, Tulsa and Talking Leaves.
2. Recruit, train and manage these counselors, who will serve as case managers for former enrollees, providing placement services (including verification of placements) and follow-up services to all former enrollees at these centers. The tasks will be performed under the direction of the Center Director. The roles and responsibilities of center-assigned counselors will be determined by the Center Director together with the contractor's Regional Director (as appropriate) and will be recorded in job descriptions.
3. Ensure the placement of an undetermined number of these former enrollees.
4. Recruit, train, deploy, and support a network of volunteers who will render assistance to the former enrollees as assigned by the counselor (Former Enrollee Case Manager.)
5. Adhere to Job Corps guidelines for documenting and reporting placements.
6. Provide Monthly Performance Reports to the Job Corps Regional Office.

Task 7 – Kansas City Region

Total Staffing: 4.0 FTEs
Regional Office: 1.5 FTEs
Center Staff: 2.5 FTEs

The contractor will provide a comprehensive array of services including region-wide transitional support services to Job Corps students in accordance with the Regional Supplement to the Policy and Requirements Handbook as well as in alignment with each Job Corps center's Career Development Plan. The contractor and each center operator will execute a memorandum of understanding to outline specific responsibilities and roles of each entity relating to implementation of services provided. The contractor will perform these services which may include, but are not limited to, the following:

I. Former Enrollee Placement

The contractor's Career Development Specialist, located at St. Louis, Excelsior Springs, Flint Hills and the Denison Job Corps Centers, will assist the center operator in providing services as outlined in the PRH, Chapter 4.4 for former enrollees of the St. Louis, Excelsior Springs, Flint Hills and Denison Job Corps Centers who remain in Missouri, Kansas, Nebraska and Iowa in accordance with an executed memorandum of understanding between the contractor and the center operator.

As to center staffing levels, the contractor will provide, at a minimum, 2.5 FTEs center staffing levels as follows:

Flint Hills	.5 FTE
Denison	.5 FTE

Excelsior	.5 FTE
St. Louis	1.00 FTE

II. Graduate Mentoring Program

The contractor will recruit, train, and deploy a sufficient number of volunteers in key geographical locations in Missouri, Kansas, Nebraska and Iowa to serve as mentors to female graduates from the St. Louis, Excelsior Springs, Flint Hills, Denison, Pine Ridge and Mingo Job Corps Centers. Upon request of a Job Corps center in the region, the contractor's regional office will assign a volunteer mentor to the graduate who needs such service in accordance with an executed memorandum of understanding between the contractor and the center operator.

III. Management Oversight

The contractor's regional office is responsible for the management oversight associated with the former enrollee placement and graduate mentoring programs in the Kansas City region. At a minimum, the regional office will:

- Provide technical assistance and support to the on-center Career Development Specialists;
- Recruit, train, deploy, and support volunteers who will provide placement assistance to male and female former enrollees from centers with a Career Development Specialist;
- Collect data that supports the placement statistics of former enrollees and the mentoring of female graduates;
- Ensure that all guidelines are followed in accordance with the PRH and the Regional Supplement;
- Provide Job Corps with a monthly performance report;
- As to staffing levels, the contractor will provide, at a minimum, 1.5 FTEs in the contractor's regional office to carry out its management oversight responsibilities.

Task 8 – Denver Region

Total Staffing:	4.0 FTEs
Regional Office:	2.0 FTEs
Center Staff:	2.0 FTEs

To enhance the Regional CDSS plan, the contractor will function as a support services contractor providing assistance to Job Corps students in both the career preparation phase and career transition phase of their training.

The contractor will provide two Regional staff, a Regional Director and a Specialist, Volunteer Support (2 FTEs). These staff will have specific tasks to complete, at the discretion of the Job Corps Regional Director. These will include one or more of the following:

- Provide supervision to four half-time staff on center (2 FTEs). Each will provide services at one of the following centers: Clearfield, Collbran, Weber Basin and Trapper Creek. The Center Director will approve the final selection for each before an offer is made.
- Develop a Memorandum of Understanding (MOU) with each center to include responsibilities and tasks in alignment with the regional CDSS plan, the center's needs, and the approval of the Job Corps Regional Office.
- Recruit, train, and maintain a supportive network of volunteers throughout the six-state area. These community volunteers will provide additional career transition services to a caseload of high-risk Graduates. "High-risk Graduates" will be defined by each center in each MOU as well as assignment procedures and quotas – for

approval by the JC Regional Director.

- Develop transitional support and community linkages within the Denver Regional area. Provide transitional support assistance to those graduates returning to the Denver Regional area who have been identified as high-risk by center staff.
- Provide detailed monthly reports to the Job Corps Regional Director, to include a data report - on CPP and CTP activities - designed and supplied by the Denver Regional JC Office. The report will provide information regarding employer and community linkages. The report will also provide a detailed narrative of students who received transitional support services during the prior month. Case notes will also be entered into the CIS System.
- Center-assigned counselors will deliver a minimum of one content unit of CDSS career preparation for all new arrivals in coordination with the career manager and orientation director.
- The contractor's regional director shall coordinate and assist with placement and tracking services for assigned graduates in the 12-month post-placement transition period. In partnership with the CDSS team on each center, the contractor's regional office will match these graduates with volunteers to provide additional support services.

The contractor's Counselor roles and responsibilities may also include:

- Managing graduates caseloads;
- Providing support and employability counseling to all students within the 0-60 day time frame;
- Conducting other CDSS-related training elements to students;
- Assisting students in developing career transition plans;
- Providing a list of anticipated graduates to the contractor's regional office six weeks prior to graduation;
- Providing a detailed narrative of activities on a monthly basis to the center, OA-CTP provider(s), and the Regional Director; and
- Duties determined in approved MOU between the contractor and the center and the Regional JC Director.

Program Outcomes:

- A regional, national, and self-evaluation of the contractor will be based on the following:
 - Quarterly surveys of students, Job Corps staff, and the contractor's volunteers.
 - Monthly student and volunteer interviews.
 - Monthly collection of resource development, off-center support service, on-center transition & training, service-learning, and volunteer data.
 - Performance as measured by the JC Regional monthly report as supplied by the Job Corps Regional Office.
- This information will be reported to the Job Corps Regional Director, Center Directors, and GAR through monthly reports and quarterly survey reports.
- The contractor will participate in Job Corps evaluation efforts as requested.
- The contractor will engage youth in their own development, focus on the assets and strengths youth bring, and employ a variety of methods to suit the individual needs of each youth.
 - Indicators = youth satisfaction with services, youth maintaining ongoing contact with the contractor, variety of the contractor's services and approaches.
- The contractor will work with each referred student to resolve their need(s) as indicated by the referral source. The contractor's volunteers and staff build ongoing relationships and provide service that is long-term.
 - Indicators = average length of service to youth, average number of contacts per youth per month.

- The contractor will encourage students to utilize the assets gained from their Job Corps experience. Services address a full range of barriers and challenges to success. Services are focused on helping youth learn to assess their own needs, research solutions, and make positive choices.
 - Indicators = average number of issues identified per youth, average number of issues resolved per youth.

Task 9 – San Francisco Region

Total Staffing:		7.0 FTEs
Regional Office:	2.5 FTEs	
Center Staff:	4.5 FTEs	

The contractor will provide support services including region-wide career transitional services to Job Corps students in accordance with the Regional Supplement to the Policy and Requirements Handbook. The contractor will perform services, which may include, but are not limited to, the following:

- Career Development Readiness
- Personalized Assistance and Mentoring
- Career Training Services
- Transitional Needs Assessment and Services
- Former Enrollee Placement
- Volunteer Support Services

Based on the National Contract/Statement of Work, the contractor and the San Francisco Regional center operators will develop MOU's concerning on-center staff responsibilities.

I. Career Development Readiness and Personalized Assistance and Mentoring

The contractor's Transition Specialists will assist the center operators of the Los Angeles, Sacramento, and Sierra Nevada Job Corps Centers in providing employability skills, independent living skills, student retention workshops and individual mentoring as outlined in the PRH, Chapters 2.7, 2.8, 3.15, and 3.18, for trainees in accordance with an executed Memorandum of Understanding between the contractor and the center operator.

II. Career Training Services and Transitional Needs Assessments

The contractor will deliver a program addressing Workforce Preparation including an Independent Living Assessment to students at the Fred G. Acosta, Inland Empire, San Diego, and San Jose Job Corps Centers. At the Treasure Island Job Corps Center, the contractor will deliver trainings on leadership development and preparing women for work in non-traditional trades. The Job Corps centers in the region will refer trainees who require such services to the contractor's Training Specialists to be served in accordance with an executed Memorandum of Understanding between the contractor and the center operator.

III. Former Enrollee Placement and Volunteer Support Services

The contractor's Senior Specialist of Training and Volunteer Support will assist the center operators of the Fred G. Acosta, Inland Empire, Los Angeles, Sacramento, San Diego, San Jose, and the Sierra Nevada Job Corps Centers in providing transition services as outlined in the PRH, Chapter 4.4 for former enrollees in accordance with an executed Memorandum of Understanding between the contractor and the San Francisco Job Corps Regional Office. The Senior Specialist will recruit, train and manage volunteers in the San Francisco Regional Office to provide individual transition assistance to all former enrollees that call the contractor's Youth Hotline. Moreover, the Senior Specialist will supervise and support the contractor's Specialists in the field in the recruitment and use of volunteers at their individual centers. Volunteer roles will include, but not be limited to, support services and resource development.

IV. Management Oversight

The contractor's regional office will be responsible for the management oversight associated with the aforementioned services in the San Francisco Region. At a minimum, the regional office staff will:

- Provide technical assistance and support to the contractor's Transition and Training Specialists;
- Collect and analyze data and make recommendations that support and improve 1) the center placement outcomes of former enrollees and 2) the employability and life skills development of trainees;
- Ensure all guidelines are followed in accordance with the PRH and the Regional Supplement;
- Ensure Memorandums of Understanding are current and being implemented properly; and
- Provide the Job Corps Regional Office in San Francisco with monthly performance reports.

I. **Staff Allocation and Responsibilities**

SOW Requirements	Staffing Allocation		Responsibilities
Career Development Readiness and Personalized Assistance and Mentoring	Los Angeles	1.0	Provide career development and mentoring to current trainees. Provide Building Futures for Women and Leadership training at Treasure Island. *
	Sacramento	0.5	
	Sierra Nevada	1.0	
	Treasure Island	1.0*	
Career Training Services and Transitional Needs Assessments	Fred G. Acosta	1.0	Assess trainee's independent living skills and deliver needs-specific Workforce Prep curriculum.
	Inland Empire	1.0	
	San Diego	1.0	
	San Jose	1.0	
Former Enrollee Placement and Volunteer Support Services	Senior Specialist of Training and Volunteer Support	1.0	Maintain volunteer program to provide support services and resource development for trainees and former enrollees.
Management Oversight	Regional Director	1.0	Ensure contract responsibilities are maintained and in compliance with performance outcomes.
	Program Specialist	0.5	

Task 10 – Seattle Region

Total Staffing: 9.5 FTEs
Regional Office: 2.5 FTEs
Center Staff: 7.0 FTEs

The contractor will provide support services to current and former Job Corps students in accordance with the Regional CDSS plan and the Policy and Requirements Handbook. The contractor will perform services, which may include, but are not limited to the following:

- Career Training Services
- Transitional Needs Assessment and Services
- Volunteer Support Services

Based on the National Contract/Statement of Work, the contractor, the Seattle Regional Office, and centers will develop Memorandums of Understanding (MOU's) specifying the contractor's regional office and on-center roles and responsibilities. See Appendix A for a menu of services.

I. **Career Training Services**

The contractor's on-center staff (Training Specialists) will assist the center operators of the Alaska, Centennial, Columbia Basin, Fort Simcoe, PIVOT, Springdale and Timber Lake Job Corps Centers in providing Career Training Services as outlined in the PRH, 3.9, 3.15, 3.16, 3.18, 3.20, and 3.24 for students in accordance with an executed MOU between the contractor, the Region, and the Center Director.

II. **Transitional Needs Assessment and Support Services**

- The contractor's on-center staff (Training Specialists) will assist the center operators of the Alaska,

Centennial, Columbia Basin, Fort Simcoe, PIVOT, Springdale, and Timber Lake Job Corps Centers in providing Transitional Needs Assessment and Support Services as outlined in the PRH, 2.3, 2.5, 2.8, 3.24 for students in accordance with an executed MOU between the contractor, the Region, and the Center Director.

- The contractor's regional office staff and volunteers will provide transitional needs assessment and support services to students, graduates and former enrollees from the Alaska, Centennial, Columbia Basin, Fort Simcoe, PIVOT, Springdale and Timber Lake Job Corps Centers. On-center the contractor's staff will work closely with center and CTS contractor case managers and CTS liaison staff in providing referrals and individualized transition services. An MOU will be developed between the contractor, the Regional Office, and the CTS contractor to determine the details of the referral process.

III. Volunteer Support Services

The contractor will maintain a volunteer program, both on-center and regional office based, to support transitional needs assessment and support services provided by the contractor. Volunteer roles will include, but not be limited to, Support Service, Resource Development, Administrative Assistant, and Tutor.

IV. Management Oversight

The contractor's regional office will be responsible for the management oversight associated with the transitional needs assessment, support services, and career training program in the Seattle Region. At a minimum, the contractor's regional office staff will:

- Provide technical assistance and support to on-center Training Specialists and Regional Office staff.
- Collect and analyze data and make recommendations that support and improve successful career transition.
- Ensure all guidelines are followed in accordance with the PRH and the Regional policies and guidelines.
- Ensure Memorandums of Understanding are current and being implemented properly.
- Provide the Job Corps Regional Office in Seattle with monthly performance reports.

V. Staff Allocation and Responsibilities

SOW Requirements	Staffing Allocation	Responsibilities
Career Training Services	Alaska 1.0	Provide career training, transitional needs, and support services to currently enrolled students.
Transitional Needs Assessment and Support Services	Centennial 1.0	
	Columbia Basin 1.0	
	Ft. Simcoe 1.0	
	PIVOT 1.0	
	Springdale 1.0	
	Timber Lake 1.0	
Transitional Needs Assessment and Support Services	Program Support Specialist .5	Provide transitional needs assessment and support services to students, former enrollees and graduates referred to the contractor's regional office.
Volunteer Support	Community Resource Specialist 1.0	Maintain volunteer program to support transitional needs assessment and support services provided by the contractor's regional office.
Management Oversight	Regional Director 1.0	Ensure contract responsibilities are maintained and in compliance with performance outcomes.

VI. Evaluation

The contractor's Regional Director will conduct the following evaluation efforts:

- Bi-annual customer service surveys of students, Job Corps staff, and the contractor's volunteers;
- Pre- and post-testing of all programs and workshop participants;
- Monthly collection of resource development, off-center support service, on-center transition & training, service-learning, and volunteer data; and
- Develop a self-evaluation plan for approval by the Job Corps Region 6-Seattle Regional Director, and perform semi-annual self-evaluations. The evaluation plan shall include performance measures, a performance standard for each measure, and a system for collecting data related to each measure, and will be submitted for approval to the Region.

Appendix A: Menu of Services

Career Training Services Menu (on-center)	Transitional Needs Assessment and Support Services Menu
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<p>Workforce Preparation Program</p> <ul style="list-style-type: none"> • 20-30 hours of interactive instruction • Topics include Effective communication, Workplace culture, Setting limits and Consumer skills. • Program may be offered during CPP, CDP or CTP. 	<p>(on-center and regional office)</p> <p>Individual transition assistance provided by the contractor's staff and volunteers.</p> <ul style="list-style-type: none"> • Transition planning • Goal setting and attainment • Assistance accessing community resources
<p>Transition related workshops based on assessed needs of youth.</p> <ul style="list-style-type: none"> • Career Readiness • Personal development • Life skills • Transition preparation 	<p>Information, instruction, guidance, resource referrals and support services may be provided in the following areas:</p> <ul style="list-style-type: none"> • Housing • Transportation • Post-Separation Recovery • Emergency Assistance • Legal/Citizenship Services • Child Care • Health Services • Employment Preparation • Financial Planning/Budgeting • Social Services • One Stop Referrals • Training and Educational Opportunities • Basic Needs (food, clothing, etc.)
<p>Service Learning</p> <ul style="list-style-type: none"> • Facilitate learning through hands-on service to the community. 	
<p>Leadership Development</p> <ul style="list-style-type: none"> • National service days such as Make a Difference Day and National Youth Service Day. • Youth led initiatives such as focus groups, SGA activities, service-clubs or career fashion shows. • Community service activities. 	

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Workforce Prep Program

The contractor's developed program for workforce preparation must provide instruction and hands-on experience in self-management, independent living, employability, and social skills. Instruction should be provided in small groups, and combine self-assessment and goal-setting activities with classroom instruction, community field experience, individualized counseling, and service learning opportunities. The contractor must tailor the program to enhance the ability of each site to meet the requirements of the Job Corps Policy and Requirements Handbook, and to provide integrated services throughout the CDSS periods.

Workforce Preparation Program	Addresses PRH Requirements
<p>WPP Curriculum and Structure</p> <p>The contractor's curriculum must include 20 – 30 hours of instruction. Classroom activities and topics are tailored to the needs and interests of each instruction group, and are scheduled to meet the needs of the Center Plan.</p> <p>Instructional Strategies include:</p> <ul style="list-style-type: none"> • Individual work and self-assessment activities • Small group work and discussion 	<p>Chapter 3: Career Development Period</p> <p>3.1 Center Plan</p> <ul style="list-style-type: none"> • Career development services reflected in the plan shall be tailored to the individual needs of each student <p>3.6 Center-Based Learning Standards</p> <ul style="list-style-type: none"> • Instructional Strategies and Materials

<p>activities</p> <ul style="list-style-type: none"> • Hands-on community interaction • On-going coaching and one-on-one support • Use of the contractor’s Resource Center <p>Course Evaluation:</p> <ul style="list-style-type: none"> • Class Evaluation is distributed to all students, asking them to evaluate the effectiveness of the class design and delivery. • A Pre-Post Test is used to measure competency in skill areas. 	
<p>Orientation and Self-Assessment <u>Independent Living Assessment</u> addresses skills regarding entering the workforce, consumer and money management skills, health & hygiene, and relationships.</p> <p><u>Personal Inventory</u> assesses individual behaviors, styles and beliefs regarding the workplace and independent living.</p> <p><u>Goal Setting</u> guides students to identify short-and long-term goals for program completion, career, and independent living, and begin planning for goal achievement.</p>	<p>Chapter 2: Career Preparation Period</p> <p>2.3 Student Assessment</p> <ul style="list-style-type: none"> • Assess each student's needs and interests <p>2.5 Student Career Planning</p> <ul style="list-style-type: none"> • Student Personal Career Development Plan (PCDP)

<p>Classroom Activities</p> <p>Training is delivered via small group and pair discussion, role-play, small group instruction, skills practice, and performance feedback.</p> <p>Communication Skills</p> <ul style="list-style-type: none"> • Communication Basics • First Impressions • Active Listening • Assertiveness • Nonverbal Communication • A Winning Handshake <p>Credit and Budgeting</p> <ul style="list-style-type: none"> • Banking Basics • Survival Nutrition/Planning Grocery Trip • “Making Money, Making Change” Financial Literacy curriculum <p>Workplace Culture</p>	<p>Chapter 2: Career Preparation Period</p> <p>2.6 Personal Development Skills</p> <p>Chapter 3: Career Development Period</p> <p>3.8 Reading</p> <ul style="list-style-type: none"> • Interpret graphic information • Consumer materials <p>3.9 Communication Skills</p> <ul style="list-style-type: none"> • Verbal communications • Non-verbal communications • Practical experiences <p>3.10 Mathematics</p> <ul style="list-style-type: none"> • Understanding paycheck and income taxes • Consumer mathematics <p>3.15 Employability Skills</p> <ul style="list-style-type: none"> • Being on time • Responding to supervision • Following directions
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<ul style="list-style-type: none"> • Understanding and Supporting Workplace Culture • Following Directions and Taking Initiative • Accepting Constructive Feedback • Being On Time • Your Workplace Image • Leaving a Job Gracefully <p>Setting Limits</p> <ul style="list-style-type: none"> • Managing Anger • Owning Responsibility • Managing Change • Appropriate Workplace Relationships <p>Consumer Skills</p> <ul style="list-style-type: none"> • Credit and Budgeting/Banking Basics • Housing and Apartment Basics • Survival Nutrition/Grocery Prep • Transportation • Insurance Basics • Community Resources 	<ul style="list-style-type: none"> • Listening effectively • Asking for clarification • Taking initiative • Working in teams • Protocols for changing jobs • Community support services <p>3.20 Social Skills Training</p> <ul style="list-style-type: none"> • Interactive learning approach • Dealing with change • Communication • Managing Emotions • Critical Thinking • Personal and Social Responsibility • Independent Living
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<p>Community Activities</p> <p>Community Activities include tours, interactive activities, and panel discussions with community partners.</p> <p>Sample Activities:</p> <ul style="list-style-type: none"> • Banking Basics • Renting an Apartment • Grocery Store “Shopping” Trip • Used Car Dealership/Public Transportation • Insurance Agency Tour • Library/One Stop Introduction • 	<p>Chapter 3: Career Development Period</p> <p>3.1 Center Plan</p> <ul style="list-style-type: none"> • Provide students with experience and practice in independent living and self-management skills. <p>3.6 Center-Based Learning Standards</p> <ul style="list-style-type: none"> • Instructional Methods include hands-on activities, field trips, and project learning.
<p>Individualized Transition Counseling</p> <p>The contractor’s staff work as members of the CDSS Team, monitoring and guiding students to revisit their progress toward goals set at the beginning of the contractor’s program, and provide additional support as needed.</p> <p>The contractor’s staff and volunteers provide individual and small group instruction and guidance to assist students in locating appropriate transition resources in the contractor’s Resource Center.</p>	<p>Chapter 3: Career Development Period</p> <p>3.1 Center Plan</p> <ul style="list-style-type: none"> • Career development services...tailored to the individual needs of each student. • Evaluate student readiness for Career transition Services and to ensure a smooth transition from center to post-center services. <p>3.2 Personal and Career Counseling</p> <p>3.24 Career Transition Readiness</p> <ul style="list-style-type: none"> • Transition Needs Assessment • Transition Resources and Services
<p>Council/Service Learning</p> <p>The contractor’s staff and volunteers provide Job Corps students the opportunity to assess the needs of a community, determine an appropriate project, participate in all stages of the planning, implement the plan, and evaluate the success of the project. The contractor engages students in follow-up activities that help them to translate what they have learned into marketable job skills.</p>	<p>Chapter 3: Career Development Period</p> <p>3.21 Recreation and Leisure Time Activities</p> <ul style="list-style-type: none"> • Community Service Projects

C. 4 OTHER CONTRACT REQUIREMENTSDocumentation, Reporting and Verification:

The contractor shall establish a uniform system for documenting, verifying and reporting Career Transition Support Services, using the criteria in PRH, 4.5.

On or before the 15th of each month, the contractor's national office will be responsible for ensuring that each DOL Regional Office receives a monthly narrative report detailing specific accomplishments for the previous month, as outlined in the Statement of Work coinciding with each Region's CDSS plan. Additional information should demonstrate efforts to support each Region's CDSS plan. The contractor will also be responsible for providing a quarterly numeric report to the DOL National Office. The quarterly report will be in an approved spreadsheet format that measures established variables. The quarterly numeric report is to be accompanied by a narrative executive summary. The executive summary should include a section for each phase of CDSS. Within each section, successes, challenges, solutions, and promising practices should be highlighted. A copy of each quarterly report and summary should be forwarded to the attention of the contractor's Government Authorized Representative (GAR) at the National Office of Job Corps. A region-specific quarterly report and narrative executive summary should also be forwarded to the respective Job Corps Regional Director. The quarterly reports will be due on the April 15th, July 15th, October 15th and January 15th. The Contractor will adhere to all applicable policies contained in the Policy and Requirements Handbook (PRH).

The contractor shall:

- Ensure that Volunteers and staff maintain a record of services provided (i.e., individual mentoring/transitional support) to include, at a minimum, the following:
 - The type and reason for each service;
 - An assessment; and
 - A plan of action with appropriate follow-up.
- Implement safeguards to assure that personal information about individual students, subject to the Privacy Act, is shared among staff only to the extent necessary to ensure the safety and effective provision of services to students, and no further, in accordance with PRH – Appendix 601 (Student Rights to Privacy and Disclosure Information).

Administration & Management:

The contractor shall provide direction, management and administrative support to all functions and activities of career transition services. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

Program Management: The contractor shall establish a system that ensures achievement of program goals and maintenance of quality performance.

Personnel: The contractor shall recruit, hire, and retain qualified staff. The contractor shall develop and implement policies that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.

Staff Training: The contractor shall provide training opportunities to all staff and volunteers which ensure that they possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. The contractor must ensure that all staff and volunteers are kept abreast of current Job Corps national, regional and center program initiatives, priorities, and procedures.

Procurement and Property Management: The contractor shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies.

Financial Management: The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals.

To carry out the requirements of the contract, the contractor will have:

- A nationally controlled structure;
- Staff with a thorough knowledge of Job Corps procedures and operations and an ability to promote the Job Corps program in a positive, knowledgeable manner to the community and employers, as well as the general public;
- Experience with ETA in general and Job Corps specifically;
- Knowledge of, and sensitivity to, the needs of disadvantaged youth;
- An existing, stable, dependable, visible, accountable force of trained volunteer workers nationwide, in all states, and both rural and urban areas;
- An existing, comprehensive national network of service providers who are available nationally, in all states, both rural and urban, on a 24-hour basis, everyday, with capability for immediate direct service delivery and immediate response to requests for emergency help in any area of the country;
- Service providers who have a history of experience in pre-employment counseling skills, specifically those related to assisting youth to become independent;
- Active communications and strong relationship with other organizations providing services to youth; and
- An organizational system for the recruitment of staff and/or volunteers to provide the support services described in this contract. The system shall provide contingency plans in the event staff is not available in a particular area to serve students.

Community support and partnership:

The contractor will develop a plan for carrying out the community outreach and support part of this contract that will promote positive public awareness about the Job Corps program and referral of youth to Job Corps.

Annual Operating Plan:

The contractor will develop annual Pre-Termination and Post-Termination Operating Plans that are specific to each region. The Operating Plans shall detail how the contractor will deliver the services that are described in each region-specific task. The plans shall be submitted to the appropriate Regional Directors with copies to the Government Authorized Representative (GAR) within 60 days of contract award and updated on an annual basis thereafter. The Operating Plan shall address the following services, as appropriate:

- 1) **Housing Assistance**
Providing information or assistance in finding housing and signing a lease; the obligations of tenant and landlord; arranging for emergency, short-term housing or shelter.
- 2) **Transportation Assistance**
Providing assistance with public transportation, insofar as bus scheduling and routing from residence to place of employment and/or other transportation needs. This includes the formation of, or entering into, existing car pools, providing bus tokens or bus passes, or providing information on buying a car.

- 3) **Post-Separation Center**
Assisting in recovery of personal belongings, class rings, GED certificates, completion certificates, etc.
- 4) **Child Care**
Assisting with finding affordable, safe child care services where needed, including how to interview child care workers.
- 5) **Health Services**
Finding and making referrals for health services - clinics, hospitals, health centers, private practitioners for medical, dental or mental health problems.
- 6) **Social Services**
Providing assistance in obtaining SSI, general assistance, food stamps, or other referrals to counseling on personal adjustment problems, family planning, marriage counseling, etc.
- 7) **Legal Services**
Providing information and referrals on workers rights, legal rights, and legal assistance; help with claims, worker's compensation, etc.
- 8) **Emergency Services**
Providing methods for securing subsistence sponsorship of students through existing community agencies (e.g., referrals to food/clothing bank), or student loans or grants.
- 9) **Advice**
Providing general counsel or advice to former Job Corps students; encouraging them to pursue worthy goals, etc.
- 10) **Citizenship Information**
Providing assistance in acquiring drivers' licenses, ID cards, birth certificates, insurance, etc.; information on purchasing or consumer laws; local, state and federal taxes and other laws; assistance or referral in filing income tax returns and Selective Service and voter registration procedures.
- 11) **Other Training Opportunities**
Providing information about eligibility criteria and current openings with programs appropriate for particular Job Corps students and the availability of such training programs.
- 12) **Other Educational Opportunities**
Providing assistance in returning to or enrolling in high school, basic education, vocational schools, college, etc.
- 13) **Job Corps Alumni Association**
Assisting students to locate a National Job Corps Alumni Association local chapter and /or members.
- 14) **Other Community Services**
Providing advice on recreational facilities, youth clubs, location of various churches, etc.
- 15) **Transitional Living Funds**
Providing assistance in tracking transitional living checks that have not been properly received by terminating Job Corps students.
- 16) **Job Assistance**

Providing advice on local employment opportunities; pinpointing local employment opportunities through use of local resources (e.g., job bank, employment agencies, one-stop centers, etc.). Assisting with additional information on filling out job applications, resume preparation or updating, obtaining letters of referral, employment skills, employment tools, uniforms, shoes, etc. While these tasks are normally the function of Job Corps center and CDSS staff, numerous students may need further assistance after they depart the center.

17) Job Placement

Providing direct assistance which results in the Job Corps student's employment (i.e., advisor or on-center person contacts a potential employer and arranges for the student to be interviewed, resulting in the student being hired).

As in #16, while these tasks are normally the function of Job Corps center and CDSS staff, numerous students may need further assistance. They may also need related information, such as planning for the future by, for example, setting up a retirement plan and/or establishing 401 K accounts.

18) Budget Planning

Providing information and advice on budgeting for rent, clothes, entertainment, etc.; good shopping practices; cost of credit; help or advice about banking practices, setting up personal checking or savings accounts, etc. will be reinforced.

C.5 SPECIAL REQUIREMENTS

The contractor shall be required to provide the necessary personnel to accomplish each task listed above.

The offerors Project Director and ten (10) Regional Directors are considered key staff and must devote 100% of their time to this project.

Project Director 100% – The offerors proposed Project Director must be committed full time to this effort. The project director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and have five years experience in managing or evaluating a project of similar size and purpose. While it is not necessary that the proposed director have experience in managing or evaluating a program involving youth training, experience in similar programs, either governmental or private, is highly desirable. The proposed Project Director should also have demonstrated experience in providing technical assistance to program operations. The Project Director must be able to work cooperatively with officials at all levels of an organization, both government and private, and be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

Regional Director 100% – Ten (10) – The offerors proposed Regional Directors must be committed full time to this effort. The Regional Director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and a minimum of three years experience in managing or evaluating projects of similar size and purpose. While it is not required that the proposed Regional Director has experience in managing or evaluating a program involving youth training, experience in similar programs, either government or private, is highly desirable. The proposed Regional Director should also have demonstrated experience in providing technical assistance to program operations. The Regional Director must be able to work cooperatively with officials at all levels of an organization, both government and private, and be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

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 one (1) year from the date of contract execution plus three 1-year options to be exercised at the Government's discretion.

F.3 LEVEL OF EFFORT

The level of effort for this project is between 30 and 35 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.

F.4 REPORTS/DELIVERABLES

Please see Section C.4 of the RFP.

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 to be determined 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:

To Be Determined
U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room (To Be Determined)
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, Workers' 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. Substitution of key personnel prior to award is only allowed with Government approval, upon death, disability or termination of the promised person. Offerors are advised to notify the Government of any change in employment status or availability of key personnel for unseen reasons. Allowing substitutions is at the Government's discretion. 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:

- Project Director
- Ten (10) Regional Directors

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: KEITH A. BOND, Contracting Officer.

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 CRF 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting information (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. Workers' 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 Workers' 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 N/A 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	\$.00	\$.00	\$.00
2	\$.00	\$.00	\$.00
3	\$.00	\$.00	\$.00
4	\$.00	\$.00	\$.00

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)	Your rates and bases are:
Billing	Overhead
Provisional	Base:
Final	(And, if applicable)
See Attached Agreement	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 DCD 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	DEC 2001
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
52.216-8	FIXED-FEE	MAR 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 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
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
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
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
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	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUN 2003
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.3 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.4 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.5 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 four years.

I.6 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) ALTERNATE I (JUNE 2003)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.7 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.

1.8 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):

www.arnet.gov/far/loadmain.html

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	NO. PAGES
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	(3 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 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.3 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.4 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,
county, code)

operator of the plant or facility
if other than offeror or respondent

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002)**

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

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

(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 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.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.8 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.9 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.10 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.11 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 ALTERNATE I (OCT 1997)	MAY 2001
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS+4" followed by the DUNS number or ``DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.4 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

L.5 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:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-5425
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-5425
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.6 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):

www.arnet.gov/far/loadmain.html

L.7 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 (3 prime contracts and 2 subcontracts) completed during the past three (3) years and all contracts and subcontracts currently in process. 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 information form identified in Attachment J.7 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.8 ORAL PRESENTATION

After the receipt of offers (proposals) by the Government, every eligible offeror in the competitive range 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 establishment of competitive range consisting of the most highly rated offerors. The Contract Specialist will notify offerors of the scheduled date and time of their presentation within one week of the establishment of the competitive range. 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.10. The Project Director who will have a 100% time operational responsibility for contract performance 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.9). 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.9 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. Original and two (2) copies of the Small Business Subcontracting Plan (See Section M.3(E)).

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

Part 2 - (1) A set of overhead transparencies and five (5) 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.3(A));

(2) Offerors shall submit an original and three copies of their technical proposal, which includes technical approach, resumes, letters of intent for all "professional personnel," staffing charts and staff time/time loading charts, etc., (See Section M.3 (B, and C)). (PLEASE NOTE: There is a page limit not to exceed 20 double-spaced, single-sided pages with 1 inch margins for the technical approach. Text type shall be at least 12 pitch or larger. The page limit refers to the technical approach factor only. Responses under this evaluation criteria that do not meet the requirement will be determined technically unacceptable and not considered for award.)

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.3(D)).

Your technical proposal should be specific and complete. Your proposal should demonstrate a thorough understanding of the requirements of the attached schedule (PART I - SECTION C) and a logical plan for accomplishment.

To facilitate proposal evaluation, the offeror shall submit as part of the proposal a separate enclosure entitled "Technical Proposal." The information should be keyed to each paragraph of the technical proposal requirements as outlined below:

Problem and Approach

1. The proposal shall provide a statement of the scope of work involved in offeror's own words to demonstrate the offeror's complete understanding of the intent and requirements.
2. The proposal shall fully describe the proposed technical approach to comply with each of the requirements specified under the Statement of Work, including phasing of tasks, methods to be utilized and scheduling of time and manpower.

Experience

The proposal shall describe the offeror's past experience in performing work of a similar nature.

Personnel

The proposal shall specify the type and provide a resume of professional persons that will be employed to perform the contract. The proposal shall also specify how the professional personnel under the contract will operate organizationally. As a minimum, the resume shall include:

- (a) Previous work experience, including duties, dates and employing organizations. Duties must be clearly defined in terms of role performed; i.e., manager, team leader, consultant, etc.
- (b) A statement of work completed or under-way which is relevant to the proposed work under his contract.
- (c) Educational background.
- (d) Contemplated position.
- (e) Offeror Representations, Certifications, and Acknowledgments

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.3(D)).

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 contractor 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.10 SPECIAL REQUIREMENTS

The contractor shall be required to provide the necessary personnel to accomplish each task listed above.

The offerors Project Director and ten (10) Regional Directors are considered key staff and must devote 100% of their time to this project.

Project Director 100% – The offerors proposed Project Director must be committed full time to this effort. The project director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and have five years experience in managing or evaluating a project of similar size and purpose. While it is not necessary that the proposed director have experience in managing or evaluating a program involving youth training, experience in similar programs, either governmental or private, is highly desirable. The proposed Project Director should also have demonstrated experience in providing technical assistance to program operations. The Project Director must be able to work cooperatively with officials at all levels of an organization, both government and private, and be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

Regional Director 100% – Ten (10) - The offerors proposed Regional Directors must be committed full time to this effort. The Regional Director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and a minimum of three years experience in managing or evaluating projects of similar size and purpose. While it is not required that the proposed Regional Director has experience in managing or evaluating a program involving youth training, experience in similar programs, either government or private, is highly desirable. The proposed Regional Director should also have demonstrated experience in providing technical assistance to program operations. The Regional Director must be able to work cooperatively with officials at all levels of an organization, both government and private, and be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing.

L.11 REQUEST FOR CLARIFICATION (RFC)

All Requests For Clarification (RFC) must be received no later than 5:00 p.m. local time, Washington, D.C., January 26, 2004.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Jennifer Snook at snook.jennifer@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://wdsc.doleta.gov/sga/rfp.asp>).

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 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
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

M.2 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 TECHNICAL APPROACH, INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS, SUBCONTRACTING PLAN, and PRICE (evaluation factors B, C, E and F listed below). Based on these evaluations, a Competitive Range (FAR Part 15) consisting of the most highly rated proposals will be established.

The second step will involve evaluation of ORAL PRESENTATION AND CONTRACTOR'S PAST PERFORMANCE of each offeror within the Competitive Range. The ORAL PRESENTATION will consist of the offeror's Capability to Perform the Work (evaluation factor A listed below). Past Performance will be evaluated in accordance with Section L.7 of the solicitation and evaluation factor D listed below. Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

A cost realism analysis will be performed for all technically acceptable offerors. Contract award will be based on the combined evaluations of the Contractor's Capability to Perform the Work, Technical Approach, Individual Staff Experience and Qualifications, Contractor's Past Performance, Subcontracting Plan, 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.3 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)

Evaluation criteria are as follows:

A. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (35 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.8 5b); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.8 (5c); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.8 (5d); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.8 (5e); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.8 (5f)

B. TECHNICAL APPROACH (30 points)

The offeror's technical approach should reflect an understanding of the Job Corps program and innovative approaches in assisting the Office of Job Corps in successful accomplishment of all phases of the RFP specifically, operational plan - design, implementation, project management and monitoring and reporting. The offeror should demonstrate an understanding of each phase, task, and subtask, described in Section C of the Solicitation.

PLEASE BE ADVISED THAT PROPOSALS WILL BE EVALUATED ON THE FOLLOWING FACTORS:

- (i.) Knowledge of Job Corps procedures and operations and an ability to promote the Job Corps program in a positive, knowledgeable manner to the community and employers, as well as the general public.
- (ii.) Clear understanding and articulation of the components of Job Corps' Career Development Service System (CDSS).
- (iii.) Description of approaches (with examples) that the contractor would use in implementing tasks covered in the statement of work.
- (iv.) The offeror must demonstrate active communications and strong relationships with other organizations providing services to youth.
 - a. Exhibit the existence of a comprehensive national network of service providers who are available nationally, in all states, both rural and urban, on a 24-hour basis, everyday, with capability for immediate direct service delivery and immediate response to requests for emergency help in any area of the country.
 - b. Show an organization chart of the national network of service providers.
 - c. Provide a diagram describing the emergency operating procedures.
- (v.) The offeror's proposed work plan addresses all of the tasks and subtasks listed in the scope of work.

a. The offeror's proposed sequencing, scheduling, and timely completion of tasks/subtasks by phases demonstrates an understanding of the objectives and the offerors critical role in assisting the government in implementation of the plan.

(vi.) The offeror's understanding of its role in providing center and post-center career transition support services to Job Corps students and recommended approaches to providing these services.

(vii.) The offeror's understanding of its role in relation to parties other than Job Corps federal and contractor staff, i.e., National Employers, National Organizations that support youth, Workforce Development programs, and other contractors and consultants.

a. How that role will change as the plan progresses through the phases listed in the SOW, in particular the offeror's role in project monitoring.

(viii.) The offeror's awareness and understanding of potential conflicts of interest, risk factors relative to its role in maintaining the integrity of procurement and other processes and how the offeror will address these issues in relation to its entire team.

C. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (25 points)

This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned to the project to assure that they meet the required qualifications. 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. The proposal shall include the current employment status of personnel proposed for work under this RFP, i.e., whether these personnel are currently employed by the contractor or are dependent upon planned recruitment or subcontracting. Where subcontractors or outside assistance are proposed, organizational control shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.

The Government, in its evaluation of the contractor's proposal, will place considerable emphasis on the contractor's commitment of personnel qualified for the work involved in accomplishing the assigned tasks. Accordingly, the following information shall be furnished:

1. The proposed Project Director;
2. The proposed Project organization;
3. Letters of Intent for each professional personnel. Professional personnel are defined as all staff, excluding consultants and administrative staff;
4. A resume for each professional personnel to be assigned to the project. At a minimum, each resume shall include:

(a) The individual's current employment status and previous work experience, including position title, dates in position, duties performed, and employing organization. Duties shall be clearly defined in terms of the role performed, i.e., management, team leader, consultant. Also, indicate whether each individual is currently employed by the contractor, and (if so) for how long.

(b) A statement of the work that the individual has completed or which is currently underway for work that is relevant to the proposed work on the demonstration project.

(c) The individual's educational background;

(d) The position to which the individual would be assigned for the project and the type of work that they would perform in that capacity.

5. The time commitment of all professional personnel assigned to the project (the number of hours per month that each individual will devote to the project over its life)

PLEASE BE ADVISED THAT PROPOSALS WILL BE EVALUATED ON THE FOLLOWING FACTORS:

(i) The experience and qualifications of the proposed Project Director and the amount of time committed to the project. The Project Director must have a Bachelor's degree from an accredited institution of higher education and have five years experience in managing or evaluating projects of similar size and purpose. While it is not required that the proposed Project Director has experience in managing or evaluating a program involving youth training, experience in similar programs, either governmental or private, is highly desirable. The proposed Project Director should also have demonstrated experience in providing technical assistance to program operations. The Project Director must be able to work cooperatively with officials at all levels of an organization, both government and private, be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing. (Time Commitment - 100% (full time))

(ii) The experience and qualifications of the proposed 10 Regional Directors and the amount of time committed to the project. The Regional Director must have a Bachelor's degree from an accredited institution of higher education and three years experience in managing or evaluating projects of similar size and purpose. While it is not required that the proposed Regional Director has experience in managing or evaluating a program involving youth training, experience in similar programs, either governmental or private, is highly desirable. The proposed Regional Director or Project Director should also have demonstrated experience in providing technical assistance to program operations. The proposed Regional Director must be able to work cooperatively with officials at all levels of an organization, both government and private, be able to adjust quickly to changing needs and priorities, and have excellent communication skills, both orally and in writing. (Time commitment - 100% (full time))

(iii) The time commitment of all personnel assigned to the project (the number of hours per month that each individual will devote to the project over its life), as well as "Letters of Intent" for each professional personnel.

(iv) A resume for each professional personnel to be assigned to the project. The individual(s) proposed professional personnel must have the educational and demonstrated work experience appropriate to their proposed positions. At a minimum, each resume shall include:

(a) The individual's current employment status and previous work experience, including position title, dates in position, duties performed, and employing organization. Duties shall be clearly defined in terms of the role performed, i.e., management, team leader, consultant. Also, indicate whether each individual is currently employed by the contractor, and (if so) for how long;

(b) A statement of the work that the individual has completed or which is currently underway for work that is relevant to the proposed work;

(c) The individual's educational background;

(d) The position to which the individual would be assigned for the project and the type of work that they would perform in that capacity; and

(v) Staffing charts listing names, qualifications, and experience of professional personnel (including outside consultants), staff time/time loading charts showing the amount of time each staff person will devote to each task and sub-task, and an indication of how staff will be allocated to perform all necessary field work during the project.

(vi) Letters of Intent for each professional personnel, including those designated in key personnel positions. Letters of Intent must include a statement that the individual will be available for the amount of time specified in the proposal. Letters of Intent must be signed (by both employer and employee/contingency hire), and dated. The Offeror shall provide letters of intent from current employees that state they: (1) will remain employed by the Offeror; and (2) will work for at least six months on the resultant contract if awarded to the Offeror. Letters of intent must also be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation.

D. CONTRACTOR'S PAST PERFORMANCE (20 points)

This criterion shall represent 20% of the total score of the proposal. 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. SUBCONTRACTING PLAN (20 Points)

Offerors are required to submit a Small Business subcontracting plan pursuant to FAR 52-219-9. Offerors who fail to include a subcontracting plan in their proposal may be determined technically unacceptable and eliminated from the competition. Offerors, please be advised that it is mandatory for the offeror to subcontract 25-40% of the entire contract dollar value each year to small businesses. (Proposals from small businesses are exempted from this requirement). Of the amount subcontracted, 70-80% must be subcontracted to small businesses, 15-20% to small disadvantaged businesses, 10-15% to woman-owned small businesses, and at least 3% each to HUBZone, veteran-owned, and service disabled veteran-owned businesses.

Compliance with the subcontracting requirements will be a considered factor in the exercise of option years for the contract.

F. PRICE

Cost Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (a) to 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 prices/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.4 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.