

**TITLE:** Federal Bonding Program

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting for proposals to implement and administer a program of fidelity bonding coverage so that people possessing certain handicaps in the job market may gain and retain employment. This Federal Bonding Program (FPB) will serve as a job development mechanism. FPB is an integral part of the overall Workforce Investment Act (WIA) strategy to provide training and employment services to all that are in need of such services in order to obtain a job.

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

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

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

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

Solicitation Number:	DOL051RP20031
Issue Date:	April 4, 2005
Due Date:	May 4, 2005
Time:	2 pm local time
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Vera Montague
Phone:	202-693-3318
Fax:	202-693-3846
E-Mail:	montague.vera@dol.gov
Set Aside:	100% Small Business Set-Aside

### **PERTINENT TECHNICAL SECTIONS OF SOLICITATION**

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

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

<b>SOLICITATION, OFFER AND AWARD</b>		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 DOL051RP20031	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 4, 2005	6. REQUISITION/PURCHASE NUMBER PAR 05-0913	
7. ISSUED BY U.S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, N.W. Room N-4472 Washington DC 20210		CODE ETA	8. ADDRESS OFFER TO (If other than Item 7)			

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

### SOLICITATION

9. Sealed offers in original and 5 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 See Section L.6 until 2 pm local time local time May 4, 2005  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Vera Montague	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3318		C. E-MAIL ADDRESS montague.vera@dol.gov
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### 11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors 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.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION 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) CODE	25. PAYMENT WILL BE MADE BY U.S. Department of Labor/ETA Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210		CODE ETA
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

## Table of Contents

<b>PART I - THE SCHEDULE</b> .....	<b>B-1</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS</b> .....	<b>B-1</b>
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK</b> .....	<b>C-1</b>
C.1 BACKGROUND.....	C-1
C.2 PURPOSE AND SCOPE .....	C-1
C.3 SPECIFIC REQUIREMENTS.....	C-1
C.4 ADDITIONAL REQUIREMENTS .....	C-2
C.5 SPECIAL REQUIREMENTS .....	C-2
<b>SECTION D - PACKAGING AND MARKING</b> .....	<b>D-1</b>
[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION] .....	D-1
<b>SECTION E - INSPECTION AND ACCEPTANCE</b> .....	<b>E-1</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	E-1
<b>SECTION F - DELIVERIES OR PERFORMANCE</b> .....	<b>F-1</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	F-1
F.2 PERIOD OF PERFORMANCE.....	F-1
F.3 LEVEL OF EFFORT .....	F-1
F.4 REPORTS/DELIVERABLES .....	F-1
<b>SECTION G - CONTRACT ADMINISTRATION DATA</b> .....	<b>G-1</b>
G.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S REPRESENTATIVE (GOVERNMENT AUTHORIZED REPRESENTATIVE) .....	G-1
G.2 INVOICE REQUIREMENTS .....	G-1
G.3 METHOD OF PAYMENT .....	G-2
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS</b> .....	<b>H-1</b>
H.1 BUDGET LINE ITEM FLEXIBILITY .....	H-1
H.2 FRINGE BENEFITS .....	H-1
H.3 VACATIONS, SICK-LEAVE HOLIDAYS.....	H-1
H.4 TRAVEL AND PER DIEM.....	H-1
H.5 USE OF AND PAYMENT TO CONSULTANTS.....	H-2
H.6 UNEMPLOYMENT INSURANCE COST .....	H-3
H.7 ACCOUNTING AND AUDITING SERVICES .....	H-3
H.8 PRINTING.....	H-3
H.9 KEY PERSONNEL .....	H-3
H.10 CONTRACT NUMBER IDENTIFICATION.....	H-4
H.11 SUBMISSION OF CORRESPONDENCE .....	H-4
H.12 OTHER CONTRACTORS .....	H-4
H.13 LAWS APPLICABLE .....	H-4
H.14 DISPOSITION OF MATERIAL.....	H-5
H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.....	H-5
H.16 FEDERAL REPORTS .....	H-5
H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION .....	H-5
H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK.....	H-5
H.19 HAZARDOUS OCCUPATION ORDERS .....	H-6

H.20	INSURANCE REQUIREMENTS (FAR-SUBPART 28.3)	H-7
H.21	DATA COLLECTION FOR THE DEPARTMENT OF LABOR	H-8
H.22	PERFORMANCE STANDARDS	H-8
H.23	RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING	H-8
H.24	PUBLICATION OF MATERIALS	H-8
H.25	OPTION TO EXTEND THE TERMS OF THE CONTRACT - SERVICE (FAR 17.208(G))	H-8
H.26	INDIRECT COSTS	H-9
<b>PART II - CONTRACT CLAUSES</b>		<b>I-1</b>
<b>SECTION I - CONTRACT CLAUSES</b>		<b>I-1</b>
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	I-1
I.2	52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)	I-2
I.3	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	I-6
I.4	52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)	I-6
I.5	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-9
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		<b>J-1</b>
<b>SECTION J - LIST OF ATTACHMENTS</b>		<b>J-1</b>
J.1	CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411, (1 PAGE)	J-1
J.2	COST AND PRICE ANALYSIS, ETA 8555, (8 PAGES)	J-1
J.3	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554, (2 PAGES)	J-1
J.4	COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 PAGE)	J-1
J.5	COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2 (1 PAGE)	J-1
J.6	VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT, OMB 1293-0005 (2 PAGES)	J-1
J.7	PAST PERFORMANCE REFERENCE INFORMATION (2 PAGES)	J-1
J.8	PAST PERFORMANCE EVALUATION QUESTIONNAIRE (2 PAGES)	J-1
<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		<b>K-1</b>
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS</b>		<b>K-1</b>
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	K-1
K.2	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	K-1
K.3	52.215-6 PLACE OF PERFORMANCE (OCT 1997)	K-2
K.4	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)	K-3
K.5	52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	K-5
K.6	52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	K-5
K.7	SIGNATURE BLOCK	K-6
<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS</b>		<b>L-1</b>

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE ..... L-1

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

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)..... L-1

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) ..... L-2

L.5 PAST PERFORMANCE ..... L-2

L.6 SUBMISSION OF PROPOSAL..... L-3

L.7 SPECIAL REQUIREMENTS ..... L-6

L.8 REQUEST FOR CLARIFICATION (RFC)..... L-6

**SECTION M - EVALUATION FACTORS FOR AWARD..... M-1**

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....M-1

M.2 BASIS FOR AWARD (BEST VALUE) .....M-1

M.3 EVALUATION CRITERIA .....M-2

M.4 DETERMINING BEST OVERALL VALUE .....M-5

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES ORDERED

Title: "Federal Bonding Program"

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to implement and administer a program of fidelity bonding coverage so that people possessing certain handicaps in the job market may gain and retain employment.

Solicitation No. is DOL051RP20031

Period of Performance is 12 months from the date of contract execution by the government plus four 1-year options at the discretion of the government.

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

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

A cost reimbursement type contract is contemplated for this requirement.

Closing time and date are May 4, 2005, at 2:00 p.m. local time.

The incumbent contractor under this solicitation is The McLaughlin Company of Washington, DC, under Contract Number AF-10655-00-30. The contract was awarded on June 28, 2000, in the amount of \$169,996. The total amount awarded under this contract was \$849,980, inclusive of options.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 5:00 PM LOCAL TIME APRIL 13, 2005.

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

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

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

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

The U.S. Department of Labor is soliciting proposals to implement and administer a program of fidelity bonding coverage so that people possessing certain barriers to employment may gain and retain employment.

The Federal Bonding Program (FBP) was developed in the late 1960s by the U.S. Department of Labor (DOL) to provide a placement tool for U.S. Employment Service counselors and other job developers to try to remove one of the barriers to employment of ex-offenders, where such employment has been or might have been denied for reasons other than ability to do the job.

After a four- year limited pilot project demonstrated the feasibility and usefulness of the FBP, it was expanded nationwide and bonding assistance has been available since then as a regular service in all of the local offices of the Federal-State employment service. In the late 1980s, the project was expanded into the Job Training Partnership Act (JTPA) State-local network, increasing the scope and number of people who would be available to provide bonding services to employers wishing to employ an ex-offender or other individual in this target group.

Continuing under the Workforce Investment Act (WIA) of 1998, in accordance with the overall theme of Federal decentralization of job training programs and services to the State and local levels, FBP established the beginning of a Federal-State partnership. Direct Federal funding provides a system of floor bonds, i.e., each State is provided with ten Federally financed bonds to provide a base and incentive to participate. Beyond this bonding floor, additional bonds may be purchased from the contractor by States, localities, and other interested entities (such as correctional agencies).

**C.2 PURPOSE AND SCOPE**

The purpose of this project is to obtain the implementation and administration of a program of fidelity bonding coverage so that people possessing certain handicaps in the job market may gain and retain employment. This bonding program will serve as a job development mechanism so that no one will be denied employment solely because of their inability to obtain a fidelity bond. As a job development mechanism, FBP is an integral part of the overall Workforce Investment Act (WIA) strategy to provide training and employment services to all that are in need of such services in order to obtain a job.

**C.3 SPECIFIC REQUIREMENTS**

A. The contractor will provide fidelity bonding coverage to ex-offenders and certain others with high-risk backgrounds whose nomination has been forwarded by an authorized sponsor except that the contractor may refuse to cover a nominee who while previously bonded under this program, has been the cause of a paid loss.

B. Bonding coverage shall be provided in units - a unit being \$500 - and, in multiples thereof, up to a maximum of \$25,000.

C. The contractor will accept, or otherwise arrange for standard coverage, a bondee who will have been covered for a minimum of 6 consecutive months under the FBP without default, paid or pending, if continued coverage remains a condition of employment.

D. The contractor will administer a program of bond purchase whereby States, localities and other entities (such as correctional agencies) can acquire bonds that will provide fidelity bonding coverage in the same manner as those bonds furnished through Federal financing.

E. The contractor will provide such special services as may be required from time to time for the implementation of the program. This will include attendance at meetings, development and presentation of training sessions, and provision of technical assistance on an as-requested basis. Specifically, this will also entail developing and maintaining a marketing strategy to support the program of bond purchase; this will include a professionally designed information brochure. The contractor will continuously maintain an adequate supply of the brochures and will supply the Government with the mechanism for reproducing such brochures.

F. The contractor will provide efficient claims adjustment service with claims settlement no later than 6 months inception. The contractor will perform all related and record keeping functions and comply with the conditions of Section F.4 - Reporting Requirements. Special attention is drawn to the requirements under Section F.4 B. - Program Reports. In addition to the information required in that section, the report shall also enumerate the job title of the employment that all bondees have been hired in and the name of the organization that has hired the bondees.

G. The contractor will be required to cooperate fully with any contractor engaged by the Department of Labor to conduct an evaluation of FBP,

**C.4 ADDITIONAL REQUIREMENTS**

A. Be an underwriting company or an agent/representative of one, which holds a current Treasury certificate of authority as an acceptable surety on fidelity bonds, and is licensed to operate in the 50 states, the District of Columbia, and U.S. Territories and possessions; and

B. Be able to furnish individual fidelity bonds at a minimum of \$500 and, in \$500 multiples, up to \$25,000 on a nonexclusionary basis to persons not normally eligible for such coverage, such as ex-offenders or individuals with poor credit records.

**C.5 SPECIAL REQUIREMENTS**

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

Project Director/Manager - 50% time commitment.



**SECTION D - PACKAGING AND MARKING**

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

**F.2 PERIOD OF PERFORMANCE**

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

**F.3 LEVEL OF EFFORT**

The level of effort for this solicitation shall not exceed 1.7 professional person years. A professional person year is estimated to be between \$90,000 and \$100,000. The level of effort for each option 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**

The Contractor shall furnish to the Federal Project Manager (FPM) an original and two (2) copies of the reports and documents listed below:

A. Financial Reports - The Contractor shall submit a quarterly detailed expenditures report, on or before the 30th of the month following the close of the quarter. The detailed report of expenditures must include the same line items or cost categories as those specified in the contract budget.

B. Program Reports - The contractor will provide an automated monthly status report grouping bondees by states. For each bondee, the contractor shall list bond number, bondee, name and social security number, DOT code, date coverage commenced, coverage termination date, coverage level, cumulative coverage, employer NAICS code, and employer name and address. The report shall also show bonding coverage amount each month by state and program total as well as a monthly recapitulation of bondees covered and terminated with bonding coverage amounts of the years.

C. Other Reports - The contractor shall submit to the FPM a separate quarterly program report of activities and other services provided during each quarter of contract performance on or before the 30th of the month following the close of the quarter. The report shall include, as applicable to the contract, the following:

1. A description of overall progress and work program activities accomplished during the report period.
2. An indication of any current problems which may delay performance and proposed corrective action, if any.
3. Program status and financial data information relative to expenditure rate versus budget, anticipated staff changes, etc.

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

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

(B) The Government Authorized Representative is authorized to:

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

**G.2 INVOICE REQUIREMENTS**

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

A. (1) If the contract is a cost-reimbursement type contract, the contractor will submit three (3) ink- signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Government Authorized Representative (GAR), U.S. Department of Labor, not more frequently than monthly, unless otherwise so authorized in the contract.

(2) If the contract is a fixed-price type contract, the contractor may submit SF-1034, Public Voucher, or the equivalent thereto; i.e., contractor's own invoice, in lieu of the forms described in A(1) above.

(3) Invoices should be submitted to the individual listed below:

TBD  
U.S. Department of Labor, ETA

200 Constitution Avenue, NW, Room TBD  
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 is to be deposited.

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

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

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

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

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

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

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

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

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

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

**H.2 FRINGE BENEFITS**

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

**H.3 VACATIONS, SICK-LEAVE HOLIDAYS**

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

**H.4 TRAVEL AND PER DIEM**

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



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

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictates 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, and one color.

**H.9 KEY PERSONNEL**

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

Contracting Officer required by this clause. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

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

- Project Manager/Director
- 
- 
- 
- 
- 

**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 Acquisition and Assistance, Attention: Division Chief.

**H.12 OTHER CONTRACTORS**

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

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

**H.13 LAWS APPLICABLE**

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

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

**H.14 DISPOSITION OF MATERIAL**

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

**H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES**

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

**H.16 FEDERAL REPORTS**

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

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

**H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

**H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK**

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

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

-- Longshore workers instead of longshoremen.

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

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

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

-- Human beings or people instead of mankind.

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

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

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

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

## H.19 HAZARDOUS OCCUPATION ORDERS

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

years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

**H.20 INSURANCE REQUIREMENTS (FAR-SUBPART 28.3)**

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

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

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

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

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

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

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

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

Name of Contracting Officer: Keith A. Bond

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

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

## **H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR**

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

## **H.22 PERFORMANCE STANDARDS**

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

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

## **H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING**

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

## **H.24 PUBLICATION OF MATERIALS**

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

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

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

1. The Government may extend the terms of this contract by written notice to the Contractor at least 60 calendar days before the contract expires. This notice does not commit the Government to an extension.

2. If the Government exercises this option, the extended contract shall be considered to include this option provision.

3. The initial period of this contract may be extended by one year, at estimated costs and indirect costs as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1	\$0.00	\$0.00	\$0.00
2	\$0.00	\$0.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00

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 OCD National Office whose address and phone number is listed below. In addition, if you do not know your cognizant Federal agency, please call the phone number listed below:

Director, Division of Cost Determination (DCD)  
 U.S. Department of Labor, OASAM  
 200 Constitution Avenue, N.W.,  
 Room S-1510 Washington, D.C. 20210  
 Tel. (202) 693-4102

(End of Clause)

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	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	DEC 2001

	ELIGIBLE VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 52.216-7 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 30TH 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.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

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

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

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

**I.4 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.

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	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		(2 PAGES)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----

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

-----

_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

---

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

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

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

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

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

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

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

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

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

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

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

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

HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

The offeror represents that--

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

**K.7 SIGNATURE BLOCK**

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Solicitation Number)

\_\_\_\_\_  
(Name of Company/Organization Represented)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004

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

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

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

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

Keith A. Bond  
Contracting Officer

Hand-Carried Address:

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

Mailing Address:

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

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

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

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

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

**L.5 PAST PERFORMANCE**

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

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

1. Name of contracting activity 2. Contract number 3. Contract type 4. Total contract value 5. Contract work 6. Contracting officer and telephone 7. Program manager and telephone 8. Administrative contracting officer, if different from #6 and telephone number 9. List of major subcontractors

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

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

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

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

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

**L.6 SUBMISSION OF PROPOSAL**

(A) - General Instructions:

Each offeror must submit a proposal and other written information in strict accordance with these instructions. When evaluating a proposal, 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.

The 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 responsive 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. All attachments thereto except those items required in Part 2 and 3 will be submitted as outlined in their respective parts.

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

Part 2

(1) Offerors shall submit an original and five (5) copies of their technical proposal, which includes technical approach, resumes, letters of intent for all "professional personnel", and understanding etc. (See Section M.2 (A, B, and D)). Responses under these evaluation criteria that do not meet the requirements will be determined technically unacceptable and not considered for award.

PLEASE NOTE: There is a page limit for the combined technical approach, management plan and understanding which are in total not to exceed 30 double-spaced, single-sided pages with 1 inch margins and the text type shall be at least 12 pitch or larger. The page limit refers to the technical approach, and understanding factors only.

The proposal shall include a table of contents, a table cross-referencing the evaluation criteria and the relevant sections of the proposal and an executive summary not to exceed three pages covering the technical approach only. This information shall not be included in the 30 page limit.

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

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 non-responsiveness. Proposals specifying less than one hundred twenty (120) days Government Acceptance may be considered not acceptable. Any exceptions taken by an offeror 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 offeror.

Offerors please be advised that failure to adhere to the page limitation stipulation may cause your proposal to be determined technically unacceptable. Offerors are also advised that if they exceed the 30 page limit for the technical approach, management plan, and understanding factors, only pages 1-30 will be evaluated.

Part 3 - A detailed Business Management Proposal 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) for the prime and subcontractor;

(b) One (1) copy of Attachment J.3 - Statement of Financial Capability, ETA 8554 (Mar. 1981) for the prime and subcontractor;

(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.7 SPECIAL REQUIREMENTS**

The contractor shall be required to provide the necessary personnel to accomplish each task listed above. The key personnel positions and their required time commitment are - Project Director/Manager (50%).

**L.8 REQUEST FOR CLARIFICATION (RFC)**

All Requests for Clarification (RFC) must be received no later than 5:00 p.m. local time, April 13, 2005.

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

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

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



**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 BASIS FOR AWARD (BEST VALUE)**

The Government intends to evaluate proposals based on the evaluation of the offeror's TECHNICAL APPROACH, INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS, PAST PERFORMANCE, UNDERSTANDING, AND PRICE, evaluation factors A, B, C, D and E listed below). Based on these evaluations, a Competitive Range (FAR Part 15) consisting of the most highly rated proposals will be established.

A cost realism analysis and Field Pricing Review will be performed for all technically acceptable offerors. Contract award will be based on the combined evaluations of Contractor's Capability to Perform the Contract, Individual Staff Experience and Qualifications, Past Performance, Understanding, 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 no-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/no-cost trade offs will be made, and the extent to which one may be sacrificed for the other if governed only by the tests of rationality and consistency with the established factors.

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

**M.2 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)****A. Evaluation Factor A – Technical Approach (35 points)**

The proposal should provide a detailed technical approach to performing each of the tasks listed in section C.4 of this Request for Proposals and shall include but not be limited to:

- A. A cohesive discussion of all aspects of the bond purchase program, including:
  - 1. What mechanisms are utilized to attract customers for those bond packages?
  - 2. What is the process for an offender to be bonded under this program as he or she begins employment; what is the role of the various participating parties – the employer, the entity that has purchased the bond package, the offender, and the insurance agent.

3. What is the process for filing a claim against a bond.
- B. A comprehensive discussion of how all reporting requirements enumerated in the Work Statement shall be fulfilled. In particular, there should be a description of how the information required in C.3.F., with regard to employment, will be collected.

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

1. Offeror provides a cohesive and detailed discussion of all aspects of the bond purchase program, including what mechanisms are utilized to attract customers for those bond packages.
2. Offeror describes the procedures for an offender to be bonded under this program as he or she begins employment; describing the role of the various participating parties – the employer, the entity that has purchased the bond package, the offender, and the insurance agent.
3. A timeline is presented indicating a reasonable expectation for filing a claim against a bond.
4. Offeror provides a comprehensive discussion of how all reporting requirements enumerated in the Work Statement shall be fulfilled. In particular, there should be a description of how the information required in C.3.F., with regard to employment, will be collected.
5. Approach to accomplishing tasks is likely to lead to its successful completion and includes input from grantees where appropriate.
6. Offeror's technical approach is sound, internally consistent, and its presentation is clear and concise

**B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (30 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 and specific responsibilities with respect to all tasks 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, including key personnel, which includes all task leaders

- (3) A proposed plan for deploying personnel and resources including: staffing charts listing names, project roles, qualifications, and experience of all 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
- (4) Modified resumes for all key personnel, with information that will make it possible for reviewers to determine if the criteria have been met. An example of the modified resume follows Section M. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:
  - a. Proposed title/position(s), component or task of the evaluation in which these will be performed, functional role(s), activities, number of hours and percentage (of 10,400 hour) for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed.
  - b. Current employment status, title, and the activities or projects on which the individual is currently working;
  - c. Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.
- (5) Signed letters of intent for all professional staff, including consultants (excluding clerical staff) with a countersignature from the contractor/offeror.
- (6) Loading charts showing the number and percentage of hours for each staff for the total duration of the project (based on a total of 10,400 hours), staff time for each year (based on a year of 2,080 hours) and staff time by task or project subpart (as per the management plan).

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

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

- (1) The experience and qualifications of the proposed Project Director and the amount of time committed to the project. This person shall be a qualified professional capable of supervising activities involved in support of each task; be qualified to coordinate all project related personnel matters communicate both orally and in writing with all levels of ETA personnel; develop and implement staffing plans, and otherwise manage the project; be a qualified professional capable of working independently and providing guidance to lower level personnel. The Project Director should have a Bachelor's degree in economics, public administration, business administration or related subjects; and have a minimum of 5 years experience in related work. (time commitment - 50%);
- (2) The experience and qualifications of all other proposed project professional staff in relation to their role in the project. These individuals shall be specifically identified with respect to responsibility for tasks. Their education and previous similar work experience, specifically with respect to their proposed task responsibilities, shall be discussed.
- (3) A modified resume for each person involved in the project. At a minimum, the resume shall include:
  - a. The title and position to which the individual would be assigned for the project;

- b. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working;
  - c. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
  - d. The titles of the individual's previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the tasks and duties in this project; and
  - e. The individual's educational background and a brief description of its relevance to the individual's role in the project. The overall staffing plan is reasonable and likely to support the technical approach.
- (4) Letters of intent are provided for each professional person, including employees, contractors or contingency hires (defined as persons not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for at least six months.
- (5) Loading charts showing the number and percentage of hours for each staff for the total duration of the project (based on a total of 10,400 hours), staff time for each year (based on a year of 2,080 hours) and staff time by task or project subpart (as per the management plan). These charts shall be reasonable and likely to support the technical approach.

#### **C. CONTRACTOR'S PAST PERFORMANCE (25 Points)**

This criterion shall represent up to 25% of the total score of the proposal. Award may be made from the initial offers without discussions. However, if discussions are held 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. 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 shall provide information on problems encountered on the identified contracts and the offeror's 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, professional personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Offerors without relevant past performance history or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. In this instance the offeror would receive a neutral score.

#### **D. UNDERSTANDING (10 points)**

The Offeror should demonstrate through knowledge of the background and causes of the problem that the Federal Bonding Program is designed to address. The proposal should also demonstrate a clear understanding of the marketing principles involved in promoting such a program.

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

- (1) Whether all elements of the proposed evaluation are likely to lead to successfully meeting evaluation objectives;
- (2) The sequence and realistic duration of the work activities;
- (3) The adequacy of resources required to perform the work activities;
- (4) The knowledge of the difficulties, uncertainties, and risks associated with the work and the quality of the plans to address or mitigate these risks; and
- (5) Personnel and subcontractor qualifications necessary to the performance of the work.

**E. 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.3 DETERMINING BEST OVERALL VALUE**

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher technical score 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 technical score has the higher price, then the Contracting Officer will decide whether the difference in technical score 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.

**M.4 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.



(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**Example of a Modified Resume:**

**Plato Jones  
Ideal Research Associates  
Ether, CO**

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

**Position # 1:**

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

**Position # 2**

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

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

**Relationship to Proposer Organization:** Member of subcontractor organization

**Current Title and Role:** Senior Research Analyst, Project Manager

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

**Experience:**

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

**Papers:**

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

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

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

**Awards:** (as per typical resume) ....