

TITLE: DOL/ETA's DFLC Backlog Elimination Processing Centers

The US Department of Labor, Employment and Training Administration is soliciting proposals to select a contractor to provide operations support to ETA's Division of Foreign Labor Certification. The successful offeror will provide an efficient, highly productive, and cost effective facility and organization for the processing of Permanent Labor Certification applications beginning with receipt to certification or denial of the application by an on-site federal official. The type of support anticipated are two fully staffed facilities or application processing centers on a national scale.

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

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

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

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

Solicitation Number:	RFP-DCS-03-43
Issue Date:	September 5, 2003
Due Date:	10/27/2003
Time:	2:00 p.m.
Program Office:	DFLC
Contracting Officer:	Keith A. Bond
Contact Point:	Jillian Matz
Phone:	(202) 693-3315
Fax:	(202) 693-3846
E-Mail:	matz.jillian@dol.gov
Set Aside:	

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

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

Sections B, C, F, L, and M

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 77
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFP-DCS-03-43	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED September 5, 2004	6. REQUISITION/PURCHASE NUMBER n/a	
7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room C-4310 Washington DC 20210			CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and See L.8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00 p.m. local time 10/27/2003
(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 Jillian Matz	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (202) 693-3315		C. E-MAIL ADDRESS matz.jillian@dol.gov
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for 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. 202-693-3313		<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) U.S. Department of Labor, ETA 200 Constitution Avenue, NW Room Washington DC 20210		25. PAYMENT WILL BE MADE BY U.S. Department of Labor, ETA/OC Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Title: "DOL/ETA's DFCL Backlog Elimination Processing Centers"

The Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to provide operations support to ETA's Division of Foreign Labor Certification. The successful offeror will provide an efficient, highly productive, and cost effective facility and organization for the processing of Permanent Labor Certification applications beginning with receipt to certification or denial of the application by an on-site federal official. The type of support anticipated are two fully staffed facilities or application processing centers on a national scale.

Solicitation No. is RFP-DCS-03-43.

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

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

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

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

THE RECEIPT OF PROPOSAL DATE IS OCTOBER 27, 2003, 2:00 PM LOCAL TIME.

A Pre-proposal Conference is anticipated at a date to be determined. Please look for this information in a subsequent amendment to the solicitation.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN OCTOBER 3, 2003, 5:00 P.M. LOCAL TIME.

Only electronic submission of requests will be accepted. They shall be submitted to Jillian Matz at matz.jillian@dol.gov. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines the RFC raises an issue of significant importance, the Government will respond electronically.

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

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

The Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to provide operations support to ETA's Division of Foreign Labor Certification. The successful offeror will provide an efficient, highly productive, and cost effective facility and organization for the processing of Permanent Labor Certification applications beginning with receipt to certification or denial of the application by an on-site federal official. The type of support anticipated are two fully staffed facilities or application processing centers on a national scale. The ultimate size of the centers will be contingent upon the amount of resources included in the Department's FY '04 budget approved by Congress. The successful contractor will work cooperatively with state, local, and federal officials and other federal contractors and consultants in accomplishing the mission.

C.2 BACKGROUND

The DOL/ETA administers a Permanent Labor Certification program wherein employers apply for approval to hire permanent foreign workers to fill positions that the employer certifies it has been unable to recruit qualified U.S. citizens. DOL's approval of the employer's application becomes a certification to the Department of Homeland Security, Bureau of Citizenship and Immigration Services (BCIS) that there are no qualified U. S. workers available and willing to accept the job at the prevailing wage for that occupation and at the intended location. Upon DOL issuance of a certification, an employer may then file an Immigrant Petition for an Alien Worker with the BCIS on behalf of the foreign worker, attaching the approved labor certification. USDOL denied applications can be appealed to the Board of Alien Labor Certification Appeals (BALCA).

Employers submit applications for permanent labor certification to State Workforce Agencies (SWAs). Once the SWA has completed their processing of the application, the application is forwarded to a DOL Regional Office for final review and certification or denial, whichever is appropriate. By law and regulation, a federal official must make the final determination on whether to certify or deny the application.

The Permanent Labor Certification program has historically operated under the burden of a very large backlog of cases. This backlog has grown through a continuing increase in normal applications and has been exacerbated on several occasions by reinstatement of Section 245(i) of the Immigration and Naturalization Act (INA). Section 245(i) allows aliens physically in the U. S. to apply for an adjustment of status to that of an alien lawfully admitted to the U.S. if an application for permanent status was submitted to the Department of Labor without being subject to certain other penalties included in the INA. This provision has been reinstated by the Congress on several occasions and has resulted in a large influx of cases and subsequent increase to the backlog.

The current size of the national backlog approximates 300,000 applications. Because of this large backlog, the Permanent Labor Certification program has been identified in the President's "Blueprint for a New Beginning" as a program seriously in need of improvement. To address this concern, a major restructuring of the certification process will be implemented with the introduction of the Program Electronic Review Management System (PERM) during the first part of calendar year 2004. However, the backlog of applications filed under current regulations must still be processed under the old rules and within the existing system.

In order to get a better understanding of the size and makeup of the existing backlog and to identify ways and means to address backlog elimination, ETA commissioned a high-level management review of the current system. The major purposes of this review were to identify potential improvements in the current process that could result in efficiencies in processing, and to produce recommendations for short-term solutions, thereby providing rapid reduction or elimination of

the backlog. The firm of PriceWaterhouseCoopers (PwC) performed the management review under contract with the DOL. A report was issued in January 2002. This report is an important supplement to this solicitation and familiarity with the report's findings are critical to an offerors understanding of the problem and approach to backlog reduction. It is available on DOL's web site (see Attachment J.10). Some of the key findings of this review are : (See FOOTNOTE #1)

- Applications under the 245(i) program are often incomplete and will require additional processing time;
- The requirements of the program have shaped a process that is directed towards individual applications as opposed to treating or processing applications on a class basis;
- The application process varies widely by state and region, making it difficult to introduce process improvements; and,
- There is insufficient capacity in the current system to substantially reduce the backlog prior to the implementation of the PERM system.

There are two primary methods of processing applications. These are Supervised Recruitment or Regular (basic) applications and Reduction in Recruitment (RIR) applications. Basic applications involve significant SWA review and monitoring of the employer's recruitment efforts to fill the position with a U. S. worker. RIR applications are those cases where the Department's Certifying Officer has determined that there is a lack of available U.S. workers and where the employer can document that it has engaged in a pattern of unsuccessful recruitment efforts within the last six months in the same location and for the same occupation. The Certifying Officer generally would have independent knowledge of the validity of the RIR application through previous certifications and knowledge of the local labor market. For additional information on this process, please review the Department's web site at www.doleta.gov and follow the link to Foreign Labor.

Backlogs occur at both the SWA and the DOL regional office level, however, over 90% of the current backlog is at the SWA level. The PwC report describes in detail the makeup of the backlog, the regional distribution of the backlog, and the type of cases. Current case processing times are available on the Department's web page.

One of the recommendations in the PwC management review was to consider contractor assistance in backlog reduction. To test this recommendation before making a costly, larger-scale investment, ETA contracted for a "simulation" of a contractor assisted effort. The simulation, currently an on-going activity, is at a single site, on a small scale (eight work stations), and includes performance by the contractor of all stages of the process, from receipt of an application to final approval or denial by a Federal Official. (See FOOTNOTE #2)

Results from the simulation study has indicated the concept of combining state and regional processes at a central location, as recommended in the PwC management review, is a viable model for eliminating backlogged applications within 2 years (resources being fully available). For a more detailed discussion, a draft report and training manual from the simulation effort can be obtained from the DOL web-site identified in Section J.

Project Management and Support Contractor (PMSC)

The Division of Foreign Labor Certification (DFLC) is in the process of retaining a Project Management and Support Contractor (PMSC) whose function shall be to act as an intermediary between the Division and the contractor ultimately selected through this solicitation. The contractor shall have responsibility for monitoring backlog elimination performance via this solicitation and day-to-day contact with the operational centers. The management entity and the contractor selected in this solicitation must be different organizations and may not be contractors of one another or enjoy a similar relationship.

C.3 LEVEL OF EFFORT/SITE LOCATIONS/CONTRACT FINANCING

The DFCL envisions the establishment of two operating centers designed to process the Permanent Labor Certification Program's accumulated backlog which cannot be managed at the state and regional office level. The determination of this level (number of cases transferred and from which locations) shall be a joint responsibility of the management entity and the DFCL. Backlog cases will cease to accumulate once the new PERM program becomes operational, which is tentatively scheduled for early calendar year 2004.

The estimated level of staffing under this solicitation is approximately 100 individuals at each processing center. The government estimate is between \$16 million and \$20 million per year for both centers, i.e., \$8 million and \$10 million per processing center. This estimate is subject to change based upon Congressional appropriations. Offerors should base their business cost proposal on these estimates for the base year and all option years and assume that each center will function at the same level. The level of effort the each option period is equal to approximately the base period plus inflation. The inflation rate shall be determined by the Bureau of Labor Statistics.

The processing centers must be located no more than a maximum of 30 miles (commuting distance) from the DOL Regional Office located in the following cities:

1. Philadelphia, Pennsylvania; and
2. Dallas, Texas

The government does not anticipate advanced payments under this contract. In recognition of the considerable financing costs associated with start-up and normal operating costs, rent or lease costs, equipment, payroll, etc. the government will provide for biweekly invoicing/payments.

In addition, offerors must include as part of their business management proposal, documentation demonstrating that the offeror will have available at the time of award, cash reserves, an available line of credit with a recognized financial institution or combination thereof in the minimum amount of \$1 million. This amount is based on an estimate of the amount of funds required for start-up activities such as securing office space and ordering equipment.

C.4 PROJECT DESCRIPTION/SPECIFIC TASKS

Task 1. STAFFING

The contractor will provide staff and facilities to perform the complete processing of applications for Permanent Labor Certification; this includes all of the functions that are currently performed at the SWA and a DOL regional office level (except for final approval/certification which must be made by a federal official). While offerors should consult the PwC management report, the simulation reports, and the program's implementing regulations at (20 CFR 656), for a detailed description of the labor certification application and approval process, the following general description of the contractor's duties is provided:

- Enter application data into an established software program (see simulation study for a description) and begin tracking;
- Review applications for completeness;
- Validate the business status of the employer and confirm the employer's knowledge that an application has been filed on the firm's behalf;
- Conduct prevailing wage review and determination (on-line function);
- Work with employers to publish advertisements for non-RIR applications;
- Assist in adjudication of RIR and regular applications;
- Prepare and respond to correspondence, generally referred to as 45-day letters (See FOOTNOTE #3) ; and
- Prepare Notification of Findings (NoF) or submit application for approval/denial.

The offeror will communicate with state and DOL regional office personnel for the labor market test and prevailing wage determination and with the DOL Project Management and Support Contractor as necessary. National office staff shall be available on an as needed basis. Denied applications that are appealed to the BALCA are adjudicated through the Department's Office of Administrative Law Judges. Offerors will not provide their own legal representation in appeals before the Board but will assist the agency in case preparation and at hearings. This is not anticipated to be a labor intensive aspect of the work noted in this solicitation.

The staffing levels described above include a Project Director, managers/supervisors, administrative and support personnel (clerical, IT, accounting, etc.) and analysts (persons assigned to process applications). The qualifications of the offeror's proposed staff are critical to this effort and will weigh heavily in the proposal evaluation schematic (see Section M under evaluation factors).

The offeror's technical proposal must also provide an organizational chart, by center, and a staff time/loading chart showing the amount of time by task and subtasks of each and every person or staff position proposed for the project. The offeror shall also provide a rationale or basis for staff distribution, in particular the ratio of supervisors to analysts. It is not the government's intention to specify the exact organizational components, however, the following elements are considered essential.

KEY STAFF

The offeror's Project Director, managers, and/or supervisory staff are considered key staff and must devote 100% of their time to this project.

Project Director 100% – The offeror's proposed Project Director must be committed full time to this effort. The Project Director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and have five years experience in managing a project of similar size and purpose. While it is not necessary that the proposed director have experience in managing a program involving labor certification, experience in similar programs, either governmental or private, is highly desirable. Similar in the context of this solicitation is a program where the proposed Project Director was responsible for managing and organizing an effort that made determinations of eligibility for services or benefits to individuals or other activity that provided leadership at a similar level of activity and complexity. The offerors proposed Project Director must have a clear understanding of the importance of adhering to prescribed regulations and law in making determinations affecting individuals and is expected to establish a high standard for the work performed by the processing centers.

Supervisory Staff 100% – The offeror's proposed supervisory staff must have earned, at a minimum, a Bachelors Degree from an accredited institution of higher education and a minimum of three years experience in supervising and managing staff in projects of similar size and scope.

OTHER STAFF

Analysts - The proposed analyst staff shall have, at a minimum, two years of post secondary education leading to an Associate Degree or similar certification. Individuals possessing a Bachelor's Degree are preferred. The offeror will consider that in recruiting and hiring analysts that integrity, fairness, respect for individual privacy and adherence to regulations in processing applications and high productivity will be essential to a successful project. Analyst positions are full-time positions.

Note: Offerors are not required to identify specific individuals for the analyst positions when submitting their technical proposals and staffing plan. Offerors shall, however, describe their plan for recruiting and filling the large number of analyst positions, including the offerors capacity to conduct large scale recruitment efforts within the timeframe described below.

Other professional and administrative staff – This category includes clerical and administrative staff, technology support, reporting and data analysis, accounting, and other positions considered necessary by the offeror for successful and orderly functioning of the processing center. Other professional and administrative staff should have the educational qualifications, work experience, and time commitment appropriate to their assigned positions and tasks.

TASK 2 PHYSICAL FACILITY/OFFICE SPACE

The offeror will be responsible for providing office space sufficient to adequately “house” the two processing centers. The offeror’s business proposal will include proposed costs for space (square footage), break-out costs, all furnishings and equipment, work stations, conference or meeting space, and all other necessary and customary facilities, equipment, furnishings, and supplies necessary to provide a pleasant, productive, and cost effective work environment. In addition to its own staff, the offeror’s proposed space requirements will include workstations for up to a total of sixteen (16) fulltime, Federal staff (Certifying Officers and staff), divided equally between the two centers. Offerors may consult the General Services Administration’s (GSA) WEB Site (www.gsa.gov/realpropertypolicy) for recommendations on space standards in determining space requirements (square footage).

In leasing office space offerors will consider the following:

1. The comparative cost of office space within the specified areas, whether leased or owned, including breakout cost, furnishings and equipment. Included in this consideration are the availability of office space and the ability to quickly obtain and move into a facility after contract award.
2. That the location of the processing centers be within reasonable commuting distance (maximum of 30 miles) for the federal regional staff that will be co-located with the contractor.
3. The availability of the workforce to staff the processing center. The government will not provide nor consider relocation costs.
4. The availability of alternative means of transportation, buses, subway, etc. The facility must be “barrier free”.

TASK 3 INFORMATION TECHNOLOGY/COMPUTER ENVIRONMENT

The offeror will be responsible for purchasing and installing all required information technology equipment and software, photocopy equipment, communications equipment (telephones, fax machines), and other necessary and customary equipment. The offeror will describe in its technical proposal its proposed equipment and systems requirements.

Automated System

In the PwC management report, California was identified as one of the more efficient SWAs in terms of processing efficiencies and backlog reduction. One factor in achieving those efficiencies was through automation of case processing. In the simulation contract, it was originally proposed that the simulation contractor “run and use” the California software model in application tracking, processing and reporting. For various reasons the California automation approach was abandoned.

The simulation contractor was therefore tasked to develop and implement a program to automate the processing environment. The system developed, Centralized Application Processing System (CAPS), is a web-based application allowing for remote access for privileged users. The database, Microsoft SQL Server 2000, is scalable and was designed to meet the processing requirements for a full-scale backlog elimination effort. The system and documentation will be transitioned to the successful offeror. The government’s project support contractor will provide technical assistance to the processing center contractor in installing and initial operation of the system to assure a rapid start-up.

A detailed, functional description of CAPS is provided in the attachments (See Attachment J.11, Draft Training Manual).

Additional Requirements

- . Internet Connectivity: required to access CAPS, web-based labor market information and allow for e-mail transmissions.
- . Telephones: Automated response features or other communications management techniques to minimize disruptions to analyst's productivity.

Hardware

As noted above, the offeror will be responsible for ordering and installing all system hardware and software. The successful offeror, under a cost-reimbursement contract, may be eligible to purchase equipment off GSA schedule contracts. Offerors should not anticipate nor include in their equipment estimates any government furnished equipment or transitioned equipment.

TASK 4 IMPLEMENTATION AND START-UP

The successful offeror must be prepared, following award, to immediately bring on-board the appropriate level and number of staff to implement the agreed upon timeline for start-up.

Due to the lack of federal staff resources, the government will award a separate management and support contract in September 2003 to assist the DFLC in all aspects of implementing its operational plan, including technical assistance and project monitoring. The project management and support contractor (PMSC) will advise the Contracting Officer's Technical Representative (COTR) in all aspects of the project and assist the processing center contractor in implementation and start-up. The PMSC will monitor the processing center contractor's performance throughout the duration of the contract. The processing center contractor will report directly to the project management contractor as their first point of contact.

In discussing implementation and start-up the government has for the most part avoided in this SOW giving precise milestones for specific implementation events. Monitoring and tracking 'events' will be based on the implementation plan and timeline submitted and evaluated as part of the offerors technical proposal. It is therefore important that offerors give detailed and realistic consideration to their proposed implementation and start-up plan. It is the government's expectation that implementation and start-up will take a minimum of 30 days and not exceed 60 days.

Should the contractor fail to be fully operational (See FOOTNOTE #4) in accordance with the contractor's proposal within 60 days of contract award and prepared to begin processing of applications, the government may make an assessment of responsibility for the delay and processing inefficiencies and reduce reimbursement of fixed costs (rent or lease costs of space and equipment) accordingly. This reduction will be based on the daily rent or lease cost and may be no greater than that amount

As referenced above, the offeror will submit a detailed start-up plan as part of their technical proposal. This plan will address and provide a timeline beginning from the date of contract award by the government to full operation. Some of the general characteristics of the implementation and start-up plan, including federal participation include:

1. Within 5 days of contract award, the offeror will be contacted by the PMSC who will be responsible for coordinating and scheduling a meeting at the DOL with the COTR and other federal officials for the purposes of introduction and an overview and discussion of the offerors implementation plan. The PMSC and PCC will agree on a regular schedule and location for additional planning sessions. Planning sessions will include:

- a) An overview of the contractor's start-up plan including occupying the processing centers, ordering, delivery, and set-up of equipment and systems, the contractor's hiring schedule for the analyst positions, printing of forms and other materials, and any transition issues from the simulation contractor's facility to the contractor's facility.
- b) Planning and scheduling of training. The PMSC will provide training to the processing center staff. Federal staff from the ETA national office and regional offices may participate in training. The length, location, format, and number of training sessions will be agreed upon during the planning sessions and will depend to some extent on the contractor's implementation plan (hiring of the large number of analysts) and timeline. The offeror will be responsible for providing suitable space and computer equipment at the processing centers to conduct the training. The government, through the PMSC, will provide trainers, training materials, and other easily portable items. The PCC will provide "fixed" training equipment such as audio visual equipment, large screen video displays or similar items that will serve a continuing need throughout the project. The PCC (Processing Center Contractor) will cooperate fully with the PMSC in finalizing the training program.
- c) The contractor, the PMSC and the COTR will meet with the Department's Information Technology (IT) staff and others to discuss assistance in implementing e-mail and other system integration issues.
- d) During the planning sessions the COTR, PMSC and the PCC will agree on a schedule and finalize ways and means for collecting and transferring labor certification applications from the SWAs and regional offices to the contractor's processing centers. The schedule will include identification of the locations and numbers of applications to be collected and transferred from each location to the contractor's center and a method for providing coordination with the SWA' and regional offices for collection.

The government at this time has no plans to screen applications or select applications for transfer based on type. Therefore, applications transferred from the SWAs will include all types of applications as described in the PwC report. The government is unable to specify the type or percentage of each type of applications that will be transferred, i.e., Regular, RIR, 245(i), or the status of the applications. A careful reading of the PwC report should provide the offeror with sufficient information to inform the offeror of the likely percentages of different types of applications.

At this time it is anticipated that the PCC will be responsible for collecting and transporting the applications from the SWAs and regional offices to the contractor's processing centers. Secure, safe, transport is essential. The offeror will describe its proposed transportation plan.

The PMSC will assist the processing center staff in establishing contact points with the regional offices. The regional office staff will be the primary point of contact and liaison between the PCC and the SWAs for application transfer. It is deemed impractical to have the contractor prepare an inventory "on the spot" of applications received for transfer at the regional or SWA location. As noted in the PwC report, SWAs use a variety of systems to log, track, and process cases. It is unlikely that the contractor will be able to use "system integration" to prepare an inventory of transferred cases.

The PCC shall prepare, and have available within 72 hours following receipt of transferred applications at the processing centers, a highly accurate and complete inventory of all cases received. Copies of the inventory will be delivered by overnight mail to the regional offices, SWAs, the PMSC, and the DFCL.

TASK 5 APPLICATION PROCESSING

As previously stated, the PwC management review contains considerable detail on the size of the backlog by state and regional office and the types of applications. The PwC and simulation contract reports also describe in detail the application process. Additional information on the application process can be obtained from the implementing regulations and the department's web site. A careful and thorough review of the available reports listed in Section J, Attachments, should provide offerors with an understanding and overview of the current processing environment.

Both the PwC report and the simulation reports discuss strategies for enhancements to the application process, with the twin goals of increasing productivity and quality control. Many of the recommendations are based on replicating the California experience. The recommendations note team approaches and specialization. Teams were used under the

simulation contract. The approach and the breakdown of the specialized areas/teams are briefly described in the draft report. Offerors must recognize, however, that the opportunities for specialization, teams, and the testing of other approaches to enhancing productivity was inherently limited due to the size of the simulation (eight work stations) and the number of cases/applications (3000).

It is critical that offerors not only build on the recommendations in the reports and the experiences of the simulation contractor but also demonstrate initiative in recommending and testing new approaches to application processing. Improving productivity must be seen as a continuing process and offerors must demonstrate flexibility in applying new methods and organizational changes as experience dictates. It is expected that government officials, the PMSC, and the PCC will engage in continuous discussions on ways and means to test and improve on application processing methods.

Offerors, therefore, are encouraged, in submitting their technical proposals, and within the regulatory and statutory framework, to suggest or recommend approaches to application processing that demonstrate initiative and the offeror's successful experience in similar projects. Some areas of consideration may include:

- . Teams organized around specific occupations or industries;
- . Teams working with a specific company or group of companies similar in job type and that have a large number of backlogged applications in process;
- . Recent experience has shown that approximately one third of the backlogged applications are withdrawn by the employer once the initial contact is made. What methods are available or can be tested for attempting to identify these applications? Doing so would not only accomplish significant results in backlog elimination early in the project but allow analysts to concentrate on active applications; and
- . What is the ideal or minimal relationship between testing processing initiatives and the initial number of applications "on hand", i.e., in the database?

The above are only examples and not meant to confine or restrict the offeror in discussing application processing approaches. The purpose is to show that the government is highly interested in building on current successful approaches and testing new approaches.

Application Files: Application files, because of the requirement that the employer certify the application, originate on paper. For transfer and initial storage purposes, traditional application files generally consist of the application form (ETA 750). Reduction-in recruitment (RIR) applications generally include supporting documentation demonstrating recruitment efforts and may be more bulky. Decisions concerning the number of applications initially transferred to the processing centers will be made during the implementation phase.

Record Retention: Completed applications must be maintained (archived) in accordance with government regulations. The PCC will be responsible for preparing completed applications for archiving.

TASK 6 QUALITY CONTROL/INTERNAL CONTROLS (Security)

The Permanent Labor Certification program has been subject to fraud and abuse. Substantial monetary payments have been made in some instances in an attempt to influence the outcome of the certification process. Several cases have been prosecuted. Program abuse can occur at the application point, hence the need to verify the legitimacy or standing of the employer submitting the application, or during application processing. Offerors will submit, as part of their technical proposal a preliminary plan for monitoring, detecting, and minimizing program abuse and ensuring quality control over work products. Offerors will assist the government and fully cooperate in prosecuting instances of program fraud and abuse.

Following award the government may make suggestions or additions to enhance the proposed plan based on past experience.

TASK 7 REPORTS AND DELIVERABLES

1. The contractor will provide weekly reports to the PMC and the COTR of progress on the implementation plan as measured against the timeline. A narrative will also be provided describing any difficulties encountered the impact of the difficulties on the schedule, and the recommended solution;
2. Following start-up, the contractor shall provide reports to the COTR and the PMSC on a monthly basis of all activities for that month by the 10th working day of the following month. The PCC, PMSC and the COTR will agree on the format and content of standardized monthly reports. The contractor's automated systems will have the capacity to produce standard reports that provide detailed information on application activity during the proceeding month; and
3. Ad hoc reports may be required as necessary.

C.5 FOOTNOTES

FOOTNOTE #1: It is not the Government's intention to repeat the management review's contents and findings in this Statement of Work (SOW) except to the extent that particular findings or recommendations assist in providing a general understanding of the purposes of this solicitation and SOW.

FOOTNOTE #2: The simulation is being conducted by Technology and Management Services, Inc. Offerors wishing to review the contract must submit a Freedom of Information Act (FOIA) request to Keith Bond, Chief, Division of Contract Services, Room S-4203, 200 Constitution Avenue, N. W., Washington, D.C., 20210. DOL will make available as part of this solicitation reports or other informative materials from the simulation.

FOOTNOTE #3: 45 day letters are official correspondence between the agency and the employer and are generally used to return incomplete applications and other official notifications affecting the status of an application.

FOOTNOTE#4: Fully operational within 60 days means that the contractor has secured space, set up office space, cubicles ready for occupancy, set-up and has operational all equipment such as telephones, computers, printers, etc. , installed software, and other items necessary to operating the center and begin processing applications. Fully operational in terms of staffing means that the contractor has hired and has on board at least 30% of the analyst staff and 100% of the proposed key staff and other critical positions. The contractor shall have hired and have "on board" 100% of the analyst positions by the 90th day from contract award.

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

F.2 PERIOD OF PERFORMANCE

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

F.3 LEVEL OF EFFORT

The level of effort for this project is estimated to be between 16 million dollars and 18 million dollars for the base period (1 year). The level of effort for each option period will be determined at a later date.

F.4 REPORTS/DELIVERABLES

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

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

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

(B) The Government Authorized Representative is authorized to:

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

G.2 INVOICE REQUIREMENTS

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

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

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

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

To Be Determined
U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room To Be Determined
Washington, D.C. 20210

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.
- (8) Any other information or documentation required by other requirements of the contract.

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

G.3 METHOD OF PAYMENT

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

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

- (1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.
- (2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Payee's account number at the financial institution where funds are to be transferred.
- (4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

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

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

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

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

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

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

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BUDGET LINE ITEM FLEXIBILITY

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

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

H.2 FRINGE BENEFITS

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

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays (9 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, one color.

H.9 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Substitution of key personnel prior to award is only allowed with Government approval, upon death, disability or termination of the promised person. Offerors are advised to notify the Government of any change in employment status or availability of key personnel for unforeseen reasons. Allowing substitutions is at the Government's discretion. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

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

- Project Director
- Supervisory Staff

H.10 CONTRACT NUMBER IDENTIFICATION

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

H.11 SUBMISSION OF CORRESPONDENCE

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

H.12 OTHER CONTRACTORS

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

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

H.13 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated there under. 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 there under 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. Workers' Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

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

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

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

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

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

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

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/DASET/OGCM/DCS
200 Constitution Ave., N.W.
Room S-4203
Washington, D.C. 20210

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

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

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

H.22 PERFORMANCE STANDARDS

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

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

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

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

H.24 PUBLICATION OF MATERIALS

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

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

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

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

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 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 pre-estimated 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 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond ***. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond ***, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

*** To Be Determined

H.27 INDIRECT COSTS

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

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

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

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

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

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

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

BLOCK 1

Rate category: (check one)	Your rates and bases are:
Billing	Overhead
Provisional	Base:
Final	(And, if applicable)
See Attached Agreement	General and Admin.
Other (Explain)	Base:

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

BLOCK 2

(For special indirect cost ceilings)

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

OR

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

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

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

If the Department of Labor (DOL) is your cognizant agency, proposals for indirect cost rates and supporting data and documentation should be sent to the Division of Cost Determination (DCD) Negotiator in the appropriate DOL Regional

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

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

(End of Clause)

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEPT 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

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

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

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

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

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

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

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the

contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(6) Additional interest penalty.

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

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

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

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

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

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

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

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

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

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

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

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

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

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

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

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

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

I.4 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov/far/loadmain.html

I.6 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

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)		
J.9	ORAL PRESENTATION EVALUATION QUESTIONNAIRE (1 PAGES)		
J.10	PRICEWATERHOUSECOOPERS REPORT (This attachment is available for download at "wdsc.doleta.gov/sga/rfp.asp" under RFP-DCS-03-43)		
J.11	TECHNOLOGY MANAGEMENT SERVICES REPORT (This attachment is available for download at "wdsc.doleta.gov/sga/rfp.asp" under RFP-DCS-03-43)		

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

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

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

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

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

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

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

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

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

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

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

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

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

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of performance (street
(street address, city, state,
county, code)

| Name and address of owner and
| operator of the plant or facility
| if other than offeror or respondent

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

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

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

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

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

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

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

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

Listed End Product

Listed Countries of Origin

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

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

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

K.7 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.8 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.9 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

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

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

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

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

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

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

K.10 SIGNATURE BLOCK

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

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

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

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

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

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

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

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

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

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Keith A. Bond

Hand-Carried Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room S-4203
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room S-4203
Washington DC 20210

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

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov/far/loadmain.html

L.7 PAST PERFORMANCE

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

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

1. Name of contracting activity
2. contract number
3. Contract type
4. total contract value
5. contract work
6. contracting officer and telephone
7. program manager and telephone
8. administrative contracting officer, if different from #6
and telephone number
9. list of major subcontractors

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

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

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

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

D. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's reference 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.8 ORAL PRESENTATION

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

The oral presentation and the question and answer session are not part of the offer and are not themselves offers, but will be evaluated (See Section M.3). The oral presentation and the question and answer session will not constitute discussions, as defined by FAR Part 15, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit to entertain revised or final offers.

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

1. Schedule for presentation: Oral presentations will commence approximately three weeks after the receipt of proposals. The Contract Specialist will notify offerors of the scheduled date and time of their presentation within two weeks of the receipt of offerors. The order in which offerors will make presentations will be determined by drawing lots by the Contract Specialist. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will be entertained only in emergency situations. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contract Specialist.

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

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

4. Offeror's presentation team: A maximum of five contractor personnel (prime and subcontractor) may participate. These individuals/presenters will attend the oral presentation and the question and answer session and shall answer questions directed to them. The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis or as designated in Sections C.5 and L.10. The Project Director who will have a 100% time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him/her during the question and answer session.

Offerors may not use company senior or general managers or consultants to make any part of the oral presentation. In addition to the maximum of five individuals who will participate, the offeror may send two non-participating representatives to observe. Hence a total of seven contractor personnel will be permitted to attend (only five may participate) the presentation. No other officers, employees, consultants, agents, or other representatives of the offeror may attend.

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

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

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

- (c) Contract Work Schedule: Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks. (10 minutes)
- (d) Contract Resource Allocations: Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue collar labor, including position title(s) and grades, journey-person level qualification requirements, typical journey-person level duties and responsibilities. Describe the total number of hours of each of these professional and blue collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity. (10 minutes)
- (e) Performance Risk Analysis: Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur. (20 minutes)
- (f) Responsibility Assignments: Identify the components of the offeror's organization that will have primary support responsibility for the performance of each of the activities identified in the work breakdown analysis. Include affiliates, subsidiaries, and subcontractors. Also, identify the individual managers of each such organization. Briefly describe the qualifications of each such organizational component and person, including education and training and especially their experience doing such work. (10 minutes)
- (g) Conclusion: The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award. (10 minutes)

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

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

7. Government Personnel:

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

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

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

Each offeror shall use black and white overhead transparencies (slides) to document key points of its presentation. The Government will provide one overhead projector, one flip-chart pad, and marker pens for the offeror's use during the oral

presentation. The offeror may not use or submit any other media documents. "The offeror shall submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its offer" (see L.8). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive.

Thirty (30) minutes before the presentation, the Contract Specialist will give the transparencies to the offeror for its use during the presentation. The overhead transparencies must be 8.5 by 11 inches. The legibility and clarity of the transparencies is the responsibility of the offeror. The transparencies submitted will be considered the offeror's technical proposal. If there is a discrepancy between any of the transparencies and what is verbally stated during the presentation, the information that appears on the transparency will take precedence over what the presenters say.

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

L.9 SUBMISSION OF PROPOSAL

(A) - General Instructions:

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

Your proposal must be submitted in three (3) separate and distinct parts as outlined below, consisting of the number of stated copies and accompanied by the required supportive materials to insure that the proposal will be considered 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 and all attachments thereto except those items required in Part 2 and 3 will be submitted as outlined in their respective parts.

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

Part 2 - (1) A set of overhead transparencies and five (5) paper copies in a sealed package. These transparencies shall form the basis of the offeror's Oral Presentation. PLEASE NOTE: The sealed package containing the transparencies will not be opened until the scheduled date for an offeror's presentation, in the presence of the Contract Specialist and a representative of the offeror. Both the transparencies and the Oral Presentation will be used to evaluate the offeror's capability to perform the contract (See Section M.3(A));

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

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

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

Problem and Approach

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

Experience

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

Personnel

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

- (a) Previous work experience, including duties, dates and employing organizations. Duties must be clearly defined in terms of role performed; i.e., manager, team leader, consultant, etc.
 - (b) A statement of work completed or under-way which is relevant to the proposed work under his contract.
 - (c) Educational background.
 - (d) Contemplated position.
 - (e) Offeror Representations, Certifications, and Acknowledgments
- (3) Offerors shall submit an original and three copies of resumes of all "professional personnel" (See Section M.3(C)); and
- (4) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.3(D)).

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

Part 3

A detailed Business Management Proposal as further outlined in the below instructions and consisting of:

- (a) Three (3) copies of Attachment J.2 - Cost and Price Analysis, ETA 8555 (Mar. 1981);
- (b) One (1) copy of Attachment J.3 - Statement of Financial Capability, ETA 8554 (Mar. 1981);

(c) PLEASE BE ADVISED: Offerors are required to include as part of their business management proposal, documentation demonstrating that the offeror has access to cash reserves, an available line of credit with a recognized financial institution or combination thereof in the minimum amount of \$1 million. This amount is based on an estimate of the amount of funds required for start-up activities such as securing office space and ordering equipment.

(d) 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), may 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 may 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 an offer, unless the RFP expressly authorizes such an exception.

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

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

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

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

1. Most current published annual balance sheet and profit or loss statement.
2. The offeror shall furnish a total cost breakdown utilizing the enclosed cost and price analysis form.
 - (a) Include the backup data to support the type of labor and estimated numbers of hours within each category.
 - (b) Include a breakdown of the amount estimated for travel including destination, duration, purpose and cost (per diem and transportation).
 - (c) Include backup data to support the estimated amount of material and subcontracting (if applicable) including description of materials to be procured, basis for proposed subcontract, type of subcontract and amounts proposed.

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

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

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

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

L.10 SPECIAL REQUIREMENTS

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

The offeror's Project Director, managers, and/or supervisory staff are considered key staff and must devote 100% of their time to this project.

Project Director 100% – The offeror's proposed Project Director must be committed full time to this effort. The project director must have earned, at a minimum, a Bachelor's Degree from an accredited institution of higher education and have five years experience in managing a project of similar size and purpose. While it is not necessary that the proposed director have experience in managing a program involving labor certification, experience in similar programs, either governmental or private, is highly desirable. Similar in the context of this solicitation is a program where the proposed Project Director was responsible for managing and organizing an effort that made determinations of eligibility for services or benefits to individuals or other activity that provided leadership at a similar level of activity and complexity. The offeror's proposed Project Director must have a clear understanding of the importance of adhering to prescribed regulations and law in making determinations affecting individuals and is expected to establish a high standard for the work performed by the processing centers.

Supervisory Staff 100% – The offeror's proposed supervisory staff must have earned, at a minimum, a Bachelors Degree from an accredited institution of higher education and a minimum of three years experience in supervising and managing staff in projects of similar size and scope.

PLEASE BE ADVISED: Offerors are required to include as part of their business management proposal, documentation demonstrating that the offeror has access to cash reserves, an available line of credit with a recognized financial institution or combination thereof in the minimum amount of \$1 million. This amount is based on an estimate of the amount of funds required for start-up activities such as securing office space and ordering equipment. **OFFERORS WHO FAIL TO DEMONSTRATE ACCESS TO CASH RESERVES, AN AVAILABLE LINE OF CREDIT WITH A RECOGNIZED FINANCIAL INSTITUTION OR COMBINATION THEREOF IN THE MINIMUM AMOUNT OF \$1 MILLION WILL BE DETERMINED TECHNICALLY UNACCEPTABLE AND ELIMINATED FROM THE COMPETITION.**

PLEASE BE ADVISED: THE CONTRACTOR AND ALL SUBCONTRACTORS/CONSULTANTS SELECTED FOR AWARD UNDER RFP-DCS-03-34 MUST RECUSE THEMSELVES FROM BIDDING ON RFP-DCS-03-43.

L.11 REQUEST FOR CLARIFICATION (RFC)

All Requests For Clarification (RFC) must be received no later than 5:00 p.m. local time, Washington, D.C., October 3, 2003.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Jillian Matz at matz.jillian@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 proper requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (<http://wdsc.doleta.gov/sga/rfp.asp>).

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

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

M.2 BASIS FOR AWARD (BEST VALUE)

The Government intends to evaluate proposals using a two-step methodology. The first step will involve the evaluation of the offeror's TECHNICAL APPROACH, INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS, and PRICE (evaluation factors B, C, and E listed below). Based on these evaluations, a Competitive Range (FAR Part 15) consisting of the most highly rated proposals will be established.

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

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

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

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

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

M.3 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)

A. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (35 points)

The Government will evaluate each offeror's capability to perform the contract on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the government will consider an offeror's: (1) knowledge of the content of the work in terms of constituent activities, their inputs and outputs, and their interrelationships and interdependencies (See Section L.8 (5b)); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.8 (5c)); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.8 (5d)); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.8 (5e)); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.8 (5f)).

B. TECHNICAL APPROACH (30 points)

1. The offerors technical approach shall address all of the tasks and subtasks listed in the scope-of-work and demonstrate an understanding of the complexities and magnitude of the work. Offerors should avoid simple reiterations of the statement of work and demonstrate their experience and insights into the different tasks and subtasks.

Factor B - Technical Approach, will be evaluated on the basis of the sub-factors listed below. The sub-factors are presented in the order of the emphasis they will receive. Sub-factor i. and ii. will be weighted equally but of greater weight than sub-factors iii. and iv. Sub-factors iii. and iv. will be weighted equally.

i. The offerors proposed work plan address all of the tasks and subtasks listed in the scope-of-work.

ii. Implementation and Start-Up - The offeror will submit a detailed implementation and start-up plan including a timeline of major activities or events from the date of contract award to full operation in accordance with the statement of work. Offerors shall identify and discuss critical elements of its start-up plan and how the offeror will accomplish critical events to insure timely start-up, i.e., within sixty days.

iii. Staffing - The offeror will describe their proposed staffing plan and staff organization. The offeror shall describe its the rational or basis for staff distribution, for example, the ratio of supervisors to analysts and the offerors capability, capacity, and plan for recruiting and filling the large number of analyst positions. The offeror will provide staff time/loading charts showing the amount of time each person will devote to each task and subtask and staffing charts listing names, qualifications, and experience of professional personnel, including outside consultants.

iv. Application Processing - The offeror will demonstrate its familiarity and understanding of the application backlog and the application process based on its review of the relevant studies, reports, and other literature. The offeror shall briefly discuss recommendations or approaches to backlog reduction that demonstrates their experience in similar efforts or type of work.

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

i. The offerors proposed work plan address all of the tasks and subtasks listed in the scope-of-work.

ii. Implementation and Start-Up - The offeror will submit a detailed implementation and start-up plan including a timeline of major activities or events from the date of contract award to full operation in accordance with the statement of work. Offerors shall identify and discuss critical elements of its start-up plan and how the offeror will accomplish critical events to insure timely start-up, i.e., within sixty days.

iii. Staffing - The offeror will describe their proposed staffing plan and staff organization. The offeror shall describe its the rational or basis for staff distribution, for example, the ratio of supervisors to analysts and the offerors capability, capacity, and plan for recruiting and filling the large number of analyst positions. The offeror will provide staff time/loading charts showing the amount of time each person will devote to each task and subtask and staffing charts listing names, qualifications, and experience of professional personnel, including outside consultants.

iv. Application Processing - The offeror will demonstrate its familiarity and understanding of the application backlog and the application process based on its review of the relevant studies, reports, and other literature. The offeror shall briefly discuss recommendations or approaches to backlog reduction that demonstrates their experience in similar efforts or type of work.

C. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (20 points)

This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned to the project to assure that they meet the required qualifications. Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project, and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. The proposal shall include the current employment status of personnel proposed for work under this RFP, i.e., whether these personnel are currently employed by the contractor or are dependent upon planned recruitment or subcontracting. Where subcontractors or outside assistance are proposed, organizational control shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.

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

1. The proposed Project Director;
2. The proposed project organization;
3. Letters of Intent for each professional personnel. Professional personnel are defined as all staff, excluding consultants and administrative staff;
4. A resume for each professional personnel to be assigned to the project. At a minimum, each resume shall include:
 - a. The individual's current employment status and previous work experience, including position title, dates in position, duties performed, and employing organization. Duties shall be clearly defined in terms of the role performed, i.e., management, team leader, consultant. Also, indicate whether each individual is currently employed by the contractor, and (if so) for how long.
 - b. A statement of the work that the individual has completed or which is currently underway for work that is relevant to the proposed work on the demonstration project.
 - c. The individual's educational background;
 - d. The position to which the individual would be assigned for the project and the type of work that they would perform in that capacity.

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

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

Factor C - Individual Staff Experience and Qualifications, sub-factor i. has the greatest weight, sub-factor ii., the second greatest weight and sub-factors iii., iv. and v. are each less than i. and ii. Sub-factors iii., iv. and v. are of equal weight.

i. The experience and qualifications of the proposed Project Director (s) and the amount of time committed to the project. The Project Director(s) must have a Bachelor's degree from an accredited institution of higher education and have five years demonstrated experience in implementing and managing projects of similar size and scope. While it is not necessary that the proposed Project Director(s) have experience in managing a program involving labor certification, experience in similar programs, either private or governmental, is highly desirable. The offeror's proposed Project Director(s) must be committed fulltime (100%) to the project.

ii. Other Managers/Supervisory Staff – The offeror's proposed management and supervisory staff below the level of Project Director(s) shall have a Bachelor's degree from an accredited institution of higher education and three years experience in managing or supervising a project and staff of similar size and complexity. Experience in projects of a similar nature involving processing large numbers of repetitive tasks, determining eligibility of individuals for benefits or services in accordance with regulations and eligibility standards, is highly desirable. Other managers and supervisors must be committed fulltime (100%) to the project.

iii. Other Professional and Administrative Staff – This category includes administrative staff, technology support, reporting and data analysts, and other positions considered necessary by the offeror for successful and orderly functioning of the processing centers (It does not include analyst – individuals assigned to application processing. The offeror's proposed staffing plan for analysts will be evaluated under Evaluation Factor B, Technical Approach.) The individuals proposed under this category must have the education, work experience, and time commitment appropriate to their assigned positions.

iv. A resume for each professional personnel to be assigned to the project. Professional personnel include Information Technology Specialists, Research Associates and others as proposed by the offeror. The individual(s) proposed professional personnel must have the educational and demonstrated work experience appropriate to their proposed positions. At a minimum, each resume shall include:

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

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

c. The individual's educational background;

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

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

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

D. CONTRACTOR'S PAST PERFORMANCE (15 POINTS)

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

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.4 DETERMINING BEST OVERALL VALUE

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